

YUBA LOCAL AGENCY FORMATION COMMISSION

Paige Hensley, Executive Officer

David Ruderman, LAFCO Counsel

417 4th Street

Phone: (530) 749-5467

Marysville, CA 95901

Website: www.yubalafco.org

YUBA LOCAL AGENCY FORMATION COMMISSION **SPECIAL MEETING**

Wednesday, October 14th, 2026, at 6:00 P.M.

Board of Supervisors Chambers

915 8th Street – Marysville, California 95901

1. Call To Order:

A. Roll Call:

Commissioners

Kuldip Atwal, Public Member

Renick House, County Member

Brad Hudson, City Member - **Chair**

Angela Teter, City Member

Andy Vasquez, County Member – **Vice Chair**

Alternates:

Lisa McIntosh, City Member Alternate

Jon Messick, County Member Alternate

Dennis Pinney, Public Member Alternate

2. Pledge of Allegiance:

3. Approval of Minutes:

A. Approval of meeting minutes from the July 1st, 2026 and July 14th, 2026 meetings.

4. Public Comment

Members of the public are invited to address the Commission on any matter of interest to the public that is not on the agenda for a period of time not exceeding 3 minutes. Pursuant to the Brown Act, the Commission cannot take any action on items not listed on the posted agenda but may add to a future agenda matters brought up under public comments for appropriate action at a future meeting.

5. Action Items:

A. Request for Fee Waiver for Dissolution of County Service Area (CSA) 55:

Action: Approve or deny a request from Yuba County to waive or reduce LAFCO fees and costs associated with the processing of a forthcoming dissolution of County Service Area (CSA) 55.

B. Follow up discussion Regarding Changing Regular Meeting Time:

Action: Follow up discussion and approve and adopt Resolution No. 2026-03, changing to daytime meetings, due to an increase in security costs associated with evening meetings.

C. Biennial Review of the Conflict of Interest Code for Yuba LAFCo

Action: Review Conflict of Interest Code and authorize the Executive Officer to sign and transmit the Biennial Notice to the Clerk of the Code Reviewing Body.

D. Approve Re-Leasing Agreement and Maintenance Agreement for current Kyocera Copier:

1. **Action:** Discuss and approve the re-leasing agreement of the current Kyocera copier and authorize Executive Officer to sign the new Lease agreement with Verdant Commercial Capital.

2. **Action:** Discuss and approve the new maintenance agreement with Advanced Document Concepts.

6. Other Business:

A. Consider options for new Executive Officer services and authorize recruitment for new Executive Officer to commence.

B. Discuss options and direct staff regarding setting up new Yuba LAFCO Accounting/Bookkeeping services, to begin upon expiration of Services Agreement with the Yuba Water Agency on December 31st, 2026.

7. Executive Officer, Commissioners and Counsel Reports:

A. Project updates.

B. Reminder of the upcoming CALAFCO Annual Conference, Oct. 21st thru Oct. 23rd, 2026, in Sacramento.

8. Adjourn to the next regular meeting scheduled for November 4th, 2026 at 6:00 pm

Commissioners – Please contact your alternate if you are unable to attend this meeting.

Alternates are: City - Lisa McIntosh
 County - Jon Messick
 Public - Dennis Pinney

The Commission may take action upon any item listed on the agenda. Unless otherwise noted, items may be taken up at any time during the meeting.



Any member appointed on behalf of local government shall represent the interests of the public as a whole and not solely the interest of the appointing authority Government Code Section 56325.1

Public Comment

Members of the public may address the Commission on items not appearing on the agenda, as well as any item that does appear on the agenda, subject to the following restrictions:

- Items not appearing on the agenda must be within the Commission's subject matter jurisdiction.
- No action shall be taken on items not appearing on the agenda unless otherwise authorized by Government Code Section 54954.2 (known as the Brown Act, or California Open Meeting Law).
- The total amount of time allotted for receiving public comment may be limited to 15 minutes.
- Any individual's testimony may be limited to 3 minutes. Time to address the Commission will be allocated on the basis of the number of requests received. If you would like an item placed on a future agenda, you may do so by contacting the Commission at (530) 749-5467.

Procedure for Public Hearing:

The public may address the Commission on each agenda item during the Commission's consideration of the item. When doing so, and when commenting on non-agenda items, we ask that the public kindly be recognized by the Chair before speaking, and to please keep their remarks brief. If several persons wish to address the Commission on the same item, or if any person's comments are excessive, the Chair may limit any person's input to 3 minutes. Written statements may be submitted in lieu of or addition to supplement oral statements made during a public hearing.

Accessibility

The telephonic/video meeting location is accessible to people with disabilities. Every reasonable effort will be made to accommodate participation of the disabled in all of the Commission's public meetings. If particular accommodations for the disabled are needed or a reasonable modification of the teleconference procedures are necessary (i.e., disability-related aids or other services), please contact the Office at (530) 749-5467 at least 24 hours in advance of the meeting. An interpreter for the hearing-impaired may be made available upon request to the Clerk 72 hours before a meeting.

Disclosure & Disqualification Requirements

Any person or group of persons acting in concert who directly or indirectly contribute \$1,000 or more in support of or in opposition to a change of organization or reorganization that has been submitted to

Yuba LAFCO must comply with the disclosure requirements of the Political Reform Act of 1974 applicable to local initiative measures to be submitted to the electorate. These requirements contain provisions for making disclosures of contributions and expenditures at specified intervals; they may be reviewed at Government Code §§56700.1 and 81000 et seq. Additional information about the requirements pertaining to local initiative measures to be presented to the electorate can be obtained by calling the Fair Political Practices Commission at (916) 322-5660.

A LAFCO Commissioner must disqualify herself or himself from voting on an application involving an “entitlement for use” (such as an annexation or sphere amendment) if, within the last twelve months, the Commissioner has received \$250 or more in campaign contributions from the applicant, any financially interested person who actively supports or opposes the application, or an agency (such as an attorney, engineer, or planning consultant) representing the applicant or an interested party. The law (Government Code Section 84308) also requires any applicant or other participant in a LAFCO proceeding to disclose the contribution amount and name of the recipient Commissioner on the official record of the proceeding.

Late-Distributed Materials. Any material submitted to the Commission after this agenda is posted will be made available for public inspection as soon as possible in the LAFCO office, as indicated below.

Contact LAFCO Staff: LAFCO staff may be contacted at 530-749-5467 or by mail at Yuba LAFCo
c/o Paige Hensley, Executive Officer, 417 4th Street, Marysville, CA 95901 or by email at
phensley@yuba.gov

YUBA LOCAL AGENCY FORMATION COMMISSION

STAFF REPORT

Date: October 14, 2026

To: Yuba LAFCO Commissioners

Subject: County Service Area No. 55 (CSA 55) - Request for waiver or reduction of LAFCO processing fees associated with a forthcoming dissolution application for CSA 55

Requested Action

Consider a request from Yuba County to waive or reduce the LAFCO fee deposit of \$2000, along with other administrative costs for a forthcoming application to dissolve County Service Area (CSA) 55.

Staff recommends that the Commission evaluate the evidence presented and make a finding supporting its chosen action. Any action on this item would address fees only and would **not** approve, prejudice, or initiate approval of the dissolution of CSA 55.

Background

CSA 55 was established in 1993 to finance road and drainage maintenance and a fire-suppression water system for an anticipated seven-lot agricultural/rural-residential development. CSA 55 is located near the Community of Browns Valley, along Marysville Road and Kenmir Ranch Road in Yuba County. According to the County, the anticipated development never did not occur, most parcels remain undeveloped, and the seven parcels are under common ownership of one party.

In a June 5, 2026 letter, owners Gary and Beverly Yarbrough requested a dissolution from the County. On July 28, 2026, the Yuba County Board of Supervisors adopted Resolution No. 2026-53 authorizing County staff to submit a dissolution application and seek a waiver or reduction of LAFCO fees.

The County's September 21, 2026 letter reports approximately \$288 in annual assessment revenue and a current CSA 55 fund balance of approximately \$1,500, before billing for County administrative costs associated with processing the dissolution request. The County states the LAFCO processing expenses could significantly reduce or exceed available CSA funds. According to a County ten-year financial summary report, the CSA collected \$2,822.92 in revenue, and \$4,445.81 in expenditures for FY 2016/17–FY 2025/26, resulting in a cumulative difference of approximately \$1,622.89.

Applicable Law and Commission Policy

Under the Cortese-Knox-Hertzberg Act, Government Code section 56383(d) provides that, **"The Commission may reduce or waive a fee, service charge, or deposit if it finds that payment would be detrimental to the public interest. Such relief is limited to costs incurred by the Commission in application proceedings"**. The statute does not define "detrimental to the public interest", nor does it identify other mandatory factors to consider. The statutory language is broad and leaves the Commission to exercise their discretion while making a determination.

Yuba LAFCO's Policies, Standards and Procedures, page 45, section E, requires **"All deposits must be paid at the time of application, and no application shall be deemed filed until required deposits are received. Unless Yuba LAFCO finds payment of fees would be detrimental to the public interest, the Commission will not adjust or waive deposits and/or fees. In all cases, LAFCO staff will not waive fees."** Yuba LAFCO's policy is also vague and mostly mirrors the state statute but does clearly express the Staff has no authority to waive fees. It reserves the decision to be made by the Commission.

Discussion — Fee Waiver Only

The relevant question before this Commission is whether to waive or reduce the LAFCO fee deposit and other associated fees, if the Commission finds the payment of the fees would itself be detrimental to the public interest.

The County letter states the current fund balance is approximately \$1,500. Their letter explains the payment of the LAFCO fees may significantly impact, exceed and exhaust the available CSA funds. The owners letter and the County's resolution do provide context to the situation, but does it support a finding that payment of the LAFCO fees would be "detrimental to the public", in order to comply with the statutory requirement.

The County's argument could support a finding that requiring full payment of LAFCO fees would consume funds otherwise available for already existing CSA costs and obligations of an underfunded and unsustainable CSA. In addition, by requiring payment of the LAFCO fees it could cost taxpayer dollars (which could necessitate the expenditure of additional County general fund revenues which is not allocated for such expenses) therefore, would not be in the best interest of the public.

Conversely though, LAFCO too incurs administrative costs associated with processing a dissolution, regardless of the eventual outcome. A waiver or reduction of fees associated with such a project would shift the cost burden of dissolving the CSA to LAFCO and to its funding agencies. How does shifting the cost burden from the County to LAFCO (two public agencies) eliminate public detriment? It does not eliminate all public detriment, but a full or partial waiver of the LAFCO fees, could help to facilitate moving forward with an application for dissolution of the unsustainable CSA. That would assist in LAFCOs continuous goals to streamline local governance, promote financial accountability, and eliminating redundant or insolvent entities, which would be of long term benefit for the public.

Fiscal Impact and Commission Options

A full waiver would forgo recovery of otherwise chargeable LAFCO processing costs of approximately \$2000; a partial waiver would reduce cost recovery by the amount approved.

The Commission may wish to consider the following options:

- (1) approve a full waiver upon an expressed public-interest finding
- (2) approve a specified partial waiver/ perhaps by splitting the \$1500 CSA 55 fund balance between the County and LAFCO, upon the same finding,
- (3) deny the request if that finding cannot be made by the Commission.
- (4) request additional cost and funding information if uncertainties still remain before acting.

Recommendation:

Ultimately the Commission retains discretion to approve, partially approve, or to deny the requested waiver, subject to the finding required by Government Code Section 56383(d) and Yuba LAFCO's adopted policy, as discussed earlier in this report. It is staff's recommendation to the Commission to consider option 1 or option 2.

The County of Yuba

Community Development & Services Agency

Michael Lee, Director

Phone – (530) 749-5430 • Fax – (530) 749-5434
915 8th Street, Suite 123
Marysville, California 95901

www.co.yuba.ca.us



BUILDING
749-5440 • Fax 749-5616

CODE ENFORCEMENT
749-5455 • Fax 749-5464

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

PLANNING
749-5470 • Fax 749-5434

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

FINANCE AND ADMINISTRATION
749-5430 • Fax 749-5434

September 21, 2026

Yuba LAFCO
915 8th Street, Suite 134
Marysville, CA 95901

Subject: Request to Initiate Dissolution of CSA 55 and Fee Waiver

On July 28, 2026, the Yuba County Board of Supervisors adopted Resolution No. 2026-53 authorizing County staff to submit an application to LAFCO to initiate dissolution proceedings for County Service Area No. 55 (CSA 55).

CSA 55 was established in 1993 to provide funding for the maintenance of road and drainage facilities and a fire suppression water system serving an agricultural/rural residential development consisting of seven single-family residential lots.

The CSA consists of seven parcels and was formed to support the anticipated development. The area did not develop as planned with majority of the parcels remaining undeveloped, under common ownership (husband and wife).

CSA 55 generates approximately \$288 in annual assessment revenue. The property owners have requested dissolution of CSA 55 and have expressed their preference to assume private responsibility for maintenance of the roadway and related facilities rather than pursue an increase in assessments.

The County anticipates that dissolution is the most practical and cost-effective option given the limited funding available, the minimal annual revenue generated by the CSA, and the owners' request to privately maintain the facilities. The CSA fund currently has a balance of approximately \$1,500 prior to billing for County staff time and other County costs associated with processing the dissolution request. The cost of LAFCO processing fees and related dissolution expenses may significantly impact or exceed the available CSA funds.

For these reasons, the County respectfully requests that LAFCO consider a waiver or reduction of applicable processing fees, or any other fee accommodation LAFCO deems appropriate, to allow the dissolution application to proceed without exhausting the limited funds available within CSA 55.

Enclosed for LAFCO's consideration are the following documents:

- Board Resolution No. 2026-53 authorizing submittal of the dissolution application and requesting fee consideration;
- Property Owner Request and Consent to Dissolution;
- CSA 55 Boundary Map;
- CSA 55 Financial Summary;
- Resolution No. 1993-173 establishing CSA 55

Thank you for your consideration of this request. Please contact me if you have any questions or require additional information.

Sincerely,

Craig Herbert

Deputy Director of Construction

Yuba County Public Works

cherbert@yuba.gov

(530) 749-5417

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

**RESOLUTION OF THE BOARD OF
SUPERVISORS SUPPORTING THE
DISSOLUTION OF COUNTY SERVICE
AREA NO. 55 AND REQUESTING LAFCO
CONSIDERATION OF A FEE WAIVER
OR REDUCTION OF APPLICABLE FEES**

)
)
) **RESOLUTION NO. 2026-53**
)
)
)

WHEREAS, County Service Area No. 55 ("CSA") was established on October 19, 1993, for the purpose of providing maintenance of road and drainage facilities and of a fire suppression water system for an Agricultura/Rural-Residential development consisting of seven (7) single family residential lots; and

WHEREAS, the CSA currently serves 7 parcels owned by the sole property owners within the service area boundaries; and

WHEREAS, on June 5, 2026, Gary Yarborough and Beverly Yarborough, the sole property owners within County Service Area 55, submitted a written request for dissolution of the CSA; and

WHEREAS, the Board of Supervisors finds that dissolution of the CSA is appropriate and in the public interest; and

WHEREAS, the Local Agency Formation Commission (LAFCO) has jurisdiction over the dissolution process; and

WHEREAS, County Service Area No. 55 lacks sufficient funding to support the costs associated with processing the dissolution request; and

WHEREAS, the Board of Supervisors desires to support dissolution of the County Service Area No. 55 and request LAFCO consider a waiver and reduction, or other accommodation of applicable processing fees due to the lack of funding within the

County Service Area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yuba as follows:

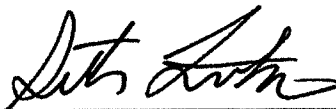
1. Support the dissolution of County Service Area No. 55.
2. Authorize County staff to submit the necessary application materials and supporting documentation to the LAFCO for consideration of the dissolution.
3. Request that LAFCO consider a waiver or reduction of applicable fees associated with the dissolution request due to the lack of sufficient funding within the CSA.
4. Authorize County staff to take all actions necessary to facilitate processing of the dissolution request.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 28 day of July, 2026, by the following vote:

AYES: Supervisors Vasquez, House, Fuhrer, Messick

NOES: None

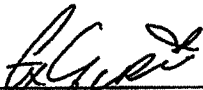
ABSENT: Supervisor Bradford



Seth Fuhrer
Chairman of the Board of Supervisors

ATTEST: Mary Pasillas
Clerk of the Board of Supervisors

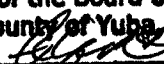
APPROVED AS TO FORM
Janet E. Bender
County Counsel

By: 

Esmeralda Garcia, Board Clerk

By: 

The foregoing is a true and correct copy of the document on file in this office.

ATTEST: MARY PASILLAS
Clerk of the Board of Supervisors of the County of Yuba, State of California
By: 
Date: 7/28/26

Gary Yarborough & Beverly Yarborough
6519 Marysville Road
Browns Valley, CA 95918

June 05, 2025

Yuba County Government Center
915 8th Street
Marysville, CA 95901

Re: Landowner Consent to Dissolution of
County Service Area No. 55 Located
in Yuba County, CA.

To Whom it May Concern:

Hello. We; Gary Yarborough and
Beverly Yarborough as sole owners of the
properties included in this content are identif-
-ied as follows:

040-310-005-000

040-310-047-000

040-310-048-000

040-310-049-000

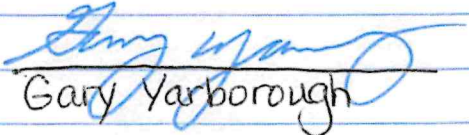
040-310-050-000

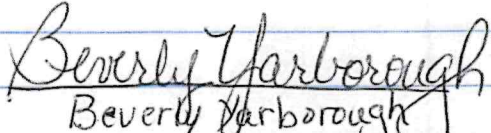
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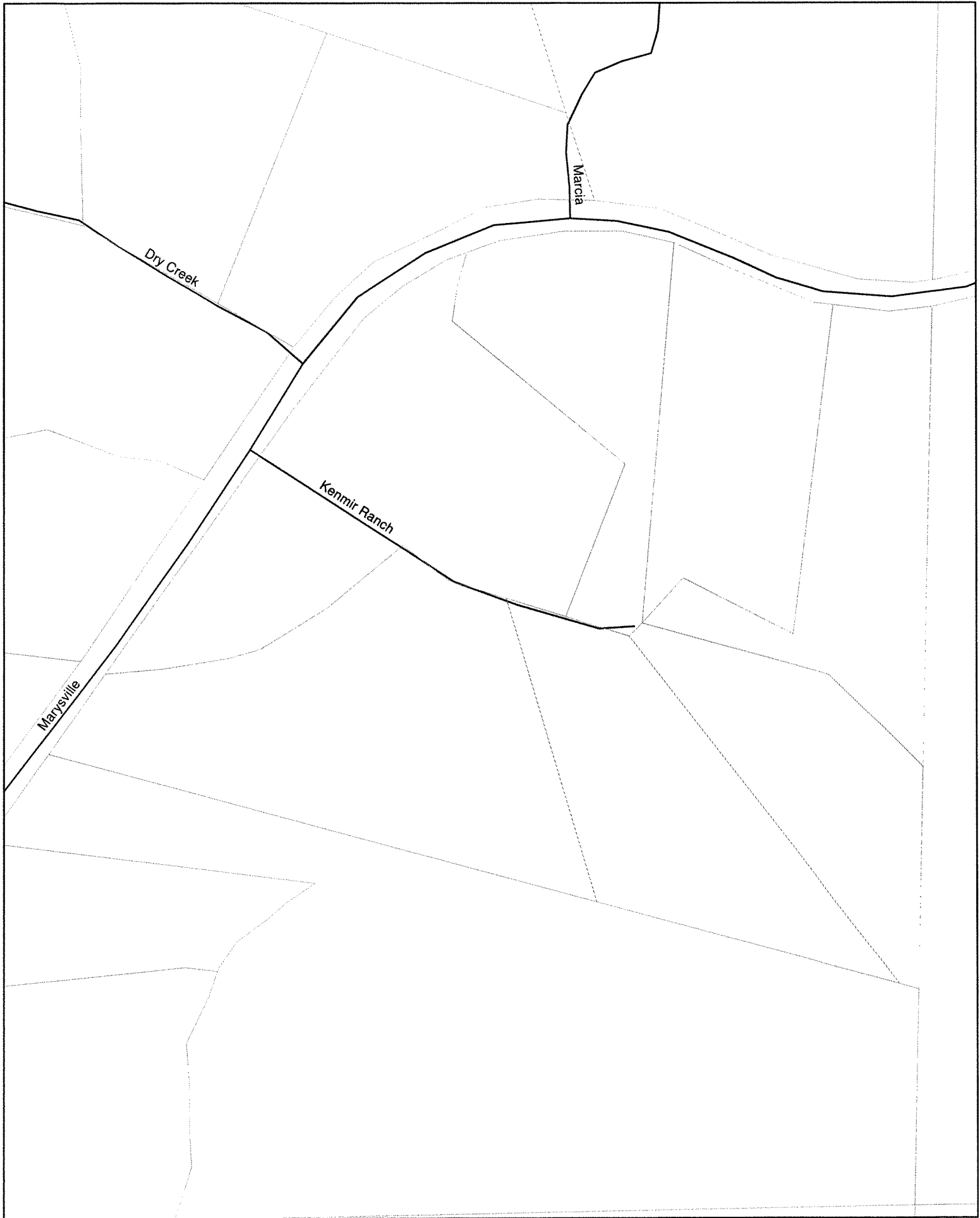
040-310-052-000

As the only owners of the CSA No. 55
located in Yuba County, California, We
would like to dissolve the County Service
Area No. 55. This County Service Area
No. 55 includes all the property Assessment
numbers listed above. We appreciate your
assistance regarding this matter.

We understand we may have to go through a LAFCO hearing for this to be approved.


Gary Yarborough
06-05-2026


Beverly Yarborough
6-5-2026



County Service Area #55

CSA 55 Financial Summary

Fiscal Year	Revenue (Assessment & Interest)	Expenditures (Ex: A-87 & Admin)	Annual Difference
2016/2017	\$264.83	\$265.01	-\$0.18
2017/2018	\$273.82	\$319	-\$45.18
2018/2019	\$299.28	\$315	-\$15.72
2019/2020	\$300.10	\$525.52	-\$225.42
2020/2021	\$269.38	\$381.01	-\$111.63
2021/2022	\$247.11	\$347.17	-\$100.06
2022/2023	\$263.08	\$862.33	-\$599.25
2023/2024	\$281.92	\$1,257.84	\$975.92
2024/2025	\$278.92	\$86.46	\$192.46
2025/2026	\$344.48	\$86.47	\$258.01
TOTALS	\$2,822.92	\$4,445.81	-\$1,622.89

Breakdown

Over a 10-year period from FY 2016/2017 to FY 2025/2026, CSA 55 collected approximately \$2,822.92 in revenue.

Assessments Collected: \$2,386.70

Interest Earnings \$436.22

During the same 10-year period, CSA 55 had approximately \$4,445.81 in total expenditures.

Quick Overview

CSA 55 generates very little annual revenue. The average annual revenue is approximately \$282.29 while the annual expenditures were approximately \$444.58. This results in the CSA operating on a shortfall of \$162.29.

Summary

CSA 55 does not generate enough revenue to support any meaningful County-administered maintenance. In fact, over the last 10 years, there has been no billed road crew billing to the CSA – strictly, admin billing. With this average annual assessment, the CSA cannot realistically fund any roadway, drainage, fire system, County administrative costs, and have reserves. This supports the conclusion that dissolution is the most practical and cost-effective option, especially because the property owners have requested to privately maintain the facilities.

EXHIBIT II

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF YUBA

IN RE:

RESOLUTION ESTABLISHING
COUNTY SERVICE AREA NO. 55
(WOLFSON)

RESOLUTION NO. 1993-173

WHEREAS, proceedings for the establishment of a county service area within the boundaries of the area hereinafter described have been initiated by the Board of Supervisors pursuant to a written request therefore, signed by two supervisors, describing the boundaries of the territory which is proposed for inclusion in the area and specifying the types of services to be provided within the area, said request having been filed with the Board; and

WHEREAS, pursuant to Section 25210.13 of the Government Code, the establishment of a county service area was submitted to the Local Agency Formation Commission for its approval; and

WHEREAS, the Yuba County Local Agency Formation Commission by Resolution No. 1993-08 approved formation of the county service area; and authorized the Yuba County Board of Supervisors to approve the formation; and

WHEREAS, pursuant to Sections 25710.14 and 56837 of the Government Code, no notice or hearing before the Board is required as all property owners within the proposed boundaries consent to the establishment of the county service area.

NOW, THEREFORE, the Board of Supervisors of the County of Yuba does hereby find, resolve, determine and order as follows:

1. The services described in the Resolution No. 1993-08 adopted by the Local Agency Formation Commission on September 8, 1993, constitute extended services.

2. There is hereby established a county service area which shall be designated County Service Area No. 55 (WOLFSON).

3. This county service area is hereby finally established without an election.

5. The boundaries of the county service area are as described in Exhibit "A" attached hereto and hereby incorporated by reference.

A 6. The county service area shall provide funding for the public services including, but not limited to, maintenance of road and drainage facilities and of a fire suppression water system for an Agricultural/Rural-Residential development consisting of seven (7) single family residential lots (approved under Tentative Subdivision Tract Map 90-466).

BE IT FURTHER RESOLVED:

1. That the Executive Officer is authorized and directed to send a certified copy of this Resolution to the State Board of Equalization, together with any additional documents required pursuant to Government Code Section 54901 for the designation of the property described herein as a tax code area for the services and extended services described herein, together with the required filing fee pursuant to Section 54902.5 of the Government Code.

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Yuba, State of California, on the 19th day of October, 1993, by the following vote:

AYES: Supervisors Saunders, Palmquist, Hasteley, Mathews, Mistler

NOES: None

ABSENT: None

Joan Saunders
JOAN SAUNDERS, CHAIRMAN

ATTEST: TERRY A. HANSEN
CLERK OF THE BOARD OF SUPERVISORS

BY: *Terry A. Hansen*

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

James D. Flagell
County Counsel

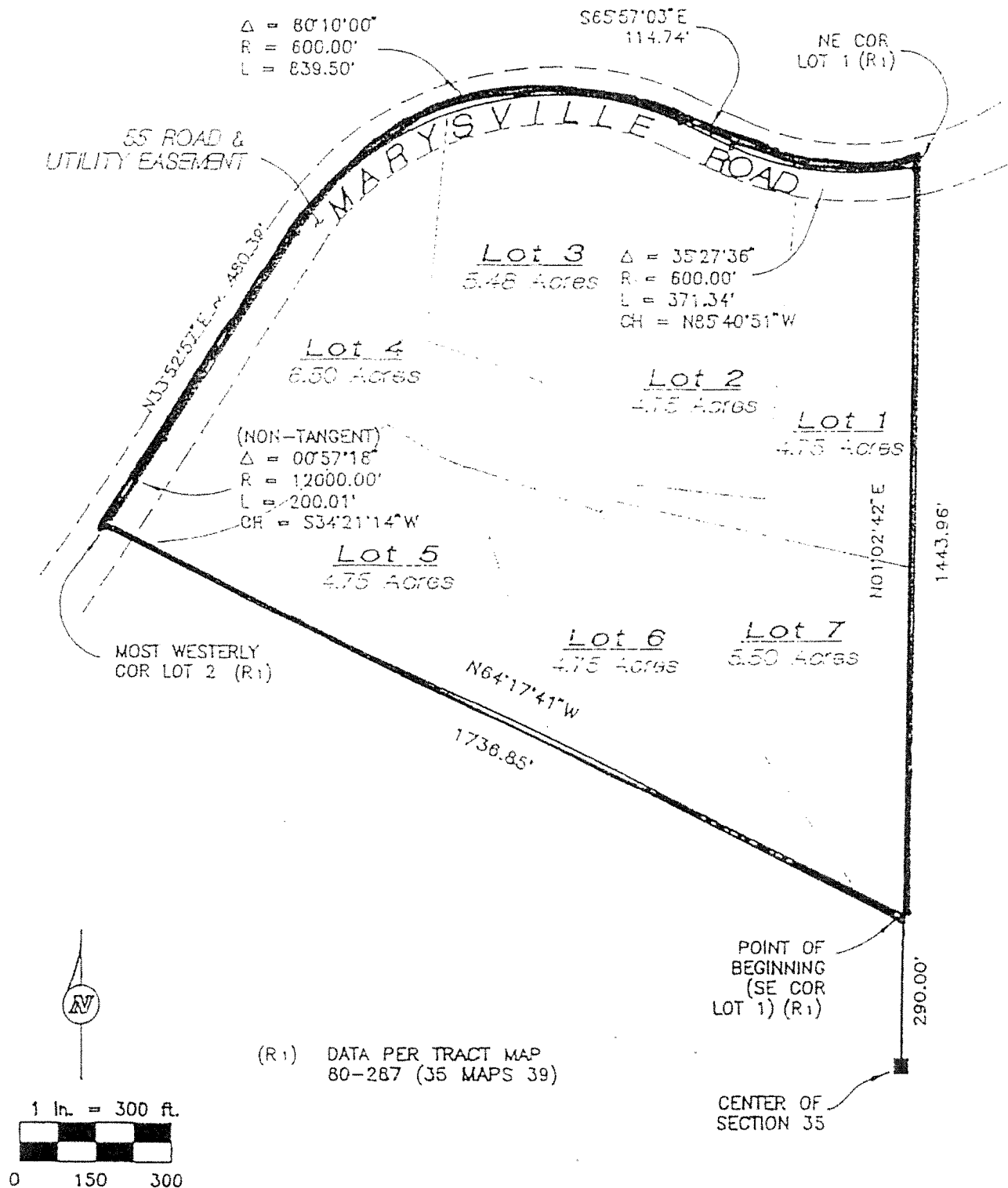
The foregoing instrument is a Correct Copy
the original on file in this office
ATTEST: TERRY A. HANSEN
Clerk of the Board of Supervisors of the
County of Yuba, State of California

15BOSRES.C55

By: *Terry A. Hansen* 3

OCTOBER 19, 1993

Date: *October 15 1993*



County Service Area No. 55

BEING LOT 1 & 2 OF TRACT MAP 80-287, FILED AT BOOK 35 MAPS, PAGE 39;
 BEING ALSO A PORTION OF NW 1/4 OF SECTION 35, T. 17 N. R. 5 E., M.D.M.

YUBA LAFCO

Yuba Local Agency Formation Commission

Agenda Item 5.B

Memorandum

DATE: October 14, 2026

TO: Yuba LAFCO Commission

RE: Agenda Item 5.B

SUBJECT: Continued Discussion To Establish New Meeting Time

Background and Discussion:

At the July 1st, 2026, Yuba LAFCO meeting the Commission was made aware of the increased cost to LAFCO for security at our evening Commission meetings. The County's requirement for two security guards to be present in the building during evening meetings is resulting in an extra cost of approximately \$200 per meeting.

It was explained that during regular daytime business hours, the County covers the cost of security for the entire Yuba County Government Center, therefore staff suggested the Commission consider changing its regular evening meeting to a daytime meeting. If the Commission made a change to a daytime meeting, Yuba LAFCO would no longer be incurring the cost of additional security coverage.

The Commission was informed if they wished to change to a daytime meeting the BOS Chambers would be available on the first Wednesday of each month, in the morning, and would be available on the second Wednesday of each month, in the morning and afternoon. Those Commissioners present at the July 1st meeting expressed an interest in moving to a morning meeting, however due to the absence of some Commission members, staff was asked to bring this item back for further discussion at the next meeting.

Action:

If the Commission agrees to a new day and time for Yuba LAFCO regular meetings the Commission will approve and adopt attached Resolution No. 2026-03.

Resolution No. 2026-03
Yuba Local Agency Formation Commission
A Resolution of the Yuba Local Agency Formation Commissiong Establishing
a New Meeting Time for Regular Meetings of the Commission

WHEREAS, the Yuba Local Agency Formation Commission, hereinafter referred to as the “Commission,” has an established regular meeting time, day and location per section 5.1 of the Commission Bylaws, which section allows the Commission to amend the regular meeting time, day and location by resolution; and

WHEREAS, the Commission conducts its business at regularly scheduled public meetings held on the first Wednesday evening during the months of July, September, November, January, March and May at 6:00 p.m. in the Yuba County Board of Supervisors chambers located at 915 8th Street, Marysville, CA; and

WHEREAS, due to an increase in costs to the Commission for security coverage during evening meetings, the Commission seeks to change the Commission evening meetings to a daytime meeting; and

WHEREAS, on October 14th, 2026 the Commission does hereby wish to amend the meeting time and/or day for regular Commission meeting pursuant to section 5.1 of the Commission Bylaws, to establish a new daytime meeting schedule.

NOW, THEREFORE, THE YUBA LOCAL AGENCY FORMATION COMMISSION DOES HEREBY RESOLVE, DETERMINE AND ORDER the following:

1. The Yuba Local Agency Formation Commission shall hold regular meetings of the Commission on the [first/second] Wednesday during the months of each July, September, November, January, March, and May at **TBD**, in the Yuba County Board of Supervisors Chambers, at 915 8th Street Marysville, California. The Commission may, in its sole discretion, meet at a different time or place from time to time, provided that public notice of such time and place is given in accordance with the Ralph M Brown Act, Government Code Section 54954 et seq. and applicable provision of the LAFCO law.
2. The Executive Officer shall include an update to section 5.1 of the Commission Bylaws to reflect this Resolution at the Executive Officer’s next review and update to the Commission Bylaws.

PASSED and **ADOPTED** by the Yuba Local Agency Formation Commission this 14th day of October, 2026 by the following vote:

AYES:

NOES:

ABSTAIN

ABSENT:

Brad Hudson, Chair

Attest:

Paige Hensley, Executive Officer

Approved As To Form:

David J. Ruderman, LAFCO Counsel

Yuba Local Agency Formation Commission

Memorandum

October 14, 2026

TO: LAFCo Commissioners

FROM: Paige Hensley, Executive Officer

SUBJECT: 2026 Biennial Review of the Conflict of Interest Code.

Attachments:

1. Resolution 2017-0005 adopting LAFCO's Conflict of Interest Code
2. 2026 Local Agency Biennial Notice

Government code section 87300 et. seq. (the Political Reform Act) requires each local government agency to maintain a conflict of interest code and update it to reflect changes occurring in the organization of an entity. The Local Agency Formation Commission (as well as other local agencies) is required adopt, review and amend its Conflict of Interest code during even-numbered years. The County Clerk normally sends out a biennial notice or other official designated by the Board of Supervisors during the summer of even numbered years to each agency required to review its Conflict of Interest Code.

Government code section 87311 requires review of a conflict of interest code to be carried out under procedures which guarantee to officers, employees, members and consultants of the agency and to residents of the County adequate notice and a fair opportunity to present their views. In 2017 after review or approval of the Conflict of Interest Code (see Attachment #1), LAFCO adopted Resolution 2017-0005 on June 7, 2017, and was required to submit the proposed changes to the Board of Supervisors acting as the code reviewing body for approval.

Attachment #2 is the 2026 Biennial Notice stating after review, LAFCo's Conflict of Interest code is not in need of any revisions for 2026.

Recommendation:

Authorize the Executive Officer to sign and transmit the 2026 Biennial Local Agency Notice (Attachment #2) to the County Board of Supervisors.

2026 Local Agency Biennial Notice

Name of Agency: Yuba LAFCO

Mailing Address: 915 8th Street, Suite 134, Marysville, CA 95901

Contact Person: Paige Hensley Phone No. 530-218-0886

Email: phensley@yuba.gov

Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

☐ **An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- ☐ Include new positions
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (*describe*) _____

☐ **The code is currently under review by the code reviewing body.**

☒ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

10/14/26

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2026**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

**Resolution 2017-0005
of the**

**Local Agency Formation Commission
Of
Yuba County, California**

*Resolution of Local Agency Formation Commission of Yuba County
Amending the Yuba LAFCO Conflict of Interest Code*

WHEREAS, amendments to the Political Reform Act, Government Code Sections 81000, *et seq.*, have in the past and foreseeably will in the future require conforming amendments to be made in Conflict of Interest Codes adopted and promulgated pursuant to its provisions; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation, title 2 California Code of Regulations, section 18730, which contains the terms of a standard Conflict of Interest Code, that can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act after public notice and hearings conducted by the FPPC pursuant to the Administrative Procedure Act, Government Code Section 11370, *et seq.*; and

WHEREAS, incorporation by reference of the terms of the aforementioned regulation and amendments to it in Conflict of Interest Codes saves Yuba LAFCO time and money by minimizing the actions required to keep the Code in conformity with the Political Reform Act.

NOW THEREFORE, THE YUBA LAFCO DOES RESOLVE AS FOLLOWS:

1. All previously adopted resolutions approving various separate conflict of interest codes are hereby rescinded and superseded.
2. The terms of title 2 California Code of Regulations, Section 18730, as it may be amended from time to time by the Fair Political Practices Commission, along with the attached appendix "A" in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code for Yuba LAFCO.
3. Designated officials and employees shall file statements of economic interests with the Executive Officer, who will make the statements available for public inspection and reproduction.
4. In completing statements of economic interest, all designated officials and employees must disclose all investments and business positions in business entities

within Yuba LAFCO's jurisdiction, sources of income from entities within Yuba LAFCO's jurisdiction, and interests in real property located within Yuba LAFCO's jurisdiction.

5. The Yuba LAFCO policy regarding reports filed after deadlines set by the Political Reform Act of 1974, Government Code section 81000, et seq., is to impose the maximum fine allowed by the law.

PASSED AND ADOPTED at a regular meeting of the Yuba Local Agency Formation Commission, State of California, on the 7th day of June 2017 by the following vote:

AYES: Commissioners Atwal, Lofton and Vasquez

NOES: None

ABSTAINS: None

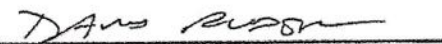
ABSENT: Commissioners Samayoa and West


RICK WEST, CHAIR
YUBA LOCAL AGENCY
FORMATION COMMISSION

ATTEST:


JOHN BENOIT
Executive Officer

APPROVED AS TO FORM:


David J. Ruderman
Counsel

APPENDIX "A"
DESIGNATED OFFICERS AND EMPLOYEES – 2017

<u>DEPARTMENT/POSITION</u>	<u>DISCLOSURE CATEGORY</u>
Commissioners	
Alternate Commissioners	
Executive Officer	
General Counsel and Alternate Counsel	
Consultants*	

CONSULTANTS

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code, subject to the following limitations:

The Executive Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

DISCLOSURE CATEGORIES

I = All sources of income, interests in real property, and investments and financial interests in business entities located or doing business in Yuba County by filing an Original Form 700 filed with the Yuba LAFCO's Executive Officer.

LEASE AGREEMENT



Lessor:
Verdant Commercial Capital, LLC
9987 Carver Road, Suite 110
Cincinnati, OH 45242

Lessee (full legal name and address):
Yuba Local Agency Formation Commission
915 8th Street, Marysville, Ca. 95901

Agreement Number: 1062877 **Tax ID Number:** 30-1193016 **Phone Number:** (530) 218-0886

Equipment

Make/Model/Accessories	Supplier	Quantity	Serial Number(s)
Kyocera TASKalfa 3554ci Color MFP	ADC	1	RVN1803848

Equipment Location (if different from above):

A/P Contact: _____

Email address for invoices: _____

Payment and Term

Base Term: (in months)	Payment Frequency	Purchase Option:	Lease Payment:	Document Fee:	Advance Payment:	Deposit:	Initial Payment:
60	Monthly	Fair Market Value	\$ 86.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

The Document Fee, Advance Payment, and the Deposit are due together with the Lease Payment for the first Payment Period.

Signatures

Lessee has reviewed this page and the rest of this Agreement.

Commencement Date: _____

Yuba Local Agency Formation Commission (Lessee)

Verdant Commercial Capital, LLC (Lessor)

Authorized Signature _____ Date _____

Authorized Signature _____ Date _____

Authorized Signatory Name _____ Title _____

Authorized Signatory Name _____ Title _____

Terms & Conditions

1. **Term and Payment.** The Term of this Agreement shall commence on a date designated by Lessor as set forth above (the "**Commencement Date**") after receipt by Lessor of all required documentation, and the first Lease Payment shall be payable on the Commencement Date or any other date that Lessor designates, and the remaining Lease Payments will be due on the same day of each subsequent month at an address specified by Lessor in writing. Lessee agrees to pay a prorated amount for the period between the date the Equipment is installed and the Commencement Date. This payment for the transition period will be based on the Lease Payment prorated on a 30-day calendar month and shall be paid on the Commencement Date. This Agreement is non-cancelable. Lessee's obligations under this Agreement are absolute and unconditional and not subject to abatement, offset, counterclaim, notice, or any defense whatsoever, arising under this Agreement or otherwise, or arising against Lessor or its assigns, Supplier or the manufacturer of the Equipment, any other person, or for any other reason. When Lessee receives the Equipment, Lessee agrees to inspect it to determine if it is in good working order. The Equipment will be deemed irrevocably accepted by Lessee upon the earlier to occur of the following: (a) the delivery to Lessor of a signed Delivery and Acceptance Certificate (if requested by Lessor), which may be separately provided or set forth above, or (b) 10 days after delivery of the Equipment to Lessee if previously Lessee has not given written notice of acceptance to Lessor after receipt of all required documentation and acceptance by Lessor. If Lessee does not pay any Payment or other amount owed within 3 days of the date when due, Lessor may impose late charges of up to the greater of \$50 or 10% of the delinquent amount plus, for all Payments or other amounts remaining unpaid for more than one month, 18% per annum (but Lessor may not impose more than the maximum lawful amount of late charges).

2. **Definitions.** "**Base Term**" means the term of this Agreement and commences on the Commencement Date. "**Term**" means the Base Term and any renewals or extensions of this Agreement. "**Payment**" means the Lease Payments indicated above plus Taxes and other amounts that become or are scheduled to become due by Lessee hereunder. "**FMV**" means the retail in-place value of the Equipment to be valued assuming that it is in the location and condition required under this Agreement and that all software and services necessary for its use are readily available in the market, as such value is determined by the Lessor. "**Default**" means: Lessee fails to make Payment within 3 days of the date when due; or Lessee fails to comply with this Agreement or any related document or other agreement with Lessor; or Lessee or any guarantor of this Agreement is or becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or becomes the subject of any bankruptcy or reorganization proceeding; or any guarantor of this Agreement dies or fails to comply with its guaranty; or Lessee or any guarantor of this Agreement undergoes a change in ownership or control of any type that in Lessor's judgment results in a deterioration of its creditworthiness. "**Taxes**" means all taxes, fees, and assessments of any kind; excluding, however, taxes based on Lessor's income.

3. **Warranties and Disclaimers.** Lessor did not manufacture the Equipment. Lessor does

not represent the manufacturer or Supplier. Lessee has selected the Equipment and Supplier based upon Lessee's own judgment. Lessor leases the Equipment to Lessee As-Is, Where-Is, and without warranties of any kind, including of merchantability or fitness for a particular purpose or as to infringement or other warranties, except that Lessor warrants Lessee's quiet enjoyment of the Equipment during the Term so long as no Default occurs. Neither Supplier nor any salesperson, employee or agent of Supplier is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. Lessor assigns to Lessee, for the Term, any assignable warranties made by the manufacturer or Supplier that benefit Lessor; and Lessor agrees to enforce for the benefit of Lessee during the Term any such warranties that are not assignable, at Lessee's request and expense.

4. **Covenants.** Lessee will keep the Equipment at the Equipment Location. Lessee shall use the Equipment only for its business operations, only for the purposes for which it was designed, and only in compliance with all applicable manufacturer operating standards and insurance requirements. Lessee shall comply with all laws and obtain all governmental permissions necessary for it to so comply (or that may be required of Lessor in so complying). Lessee will make no alterations, additions, or replacements to the Equipment. Lessee shall permit Lessor to inspect the Equipment and Lessee's applicable maintenance agreements and records at any reasonable time (subject to Lessee's usual, reasonable security procedures). Lessee will keep the Equipment in good working order and useable, reasonably clean and cosmetically good, and in the same condition as when shipped to Lessee, reasonable wear and tear excepted. Lessee is solely responsible for obtaining any software or services that may be applicable to the Equipment or that it may need to use the Equipment; and Lessee shall perform its obligations under this Agreement regardless of the availability, failure, or quality of any software, services, and other non-hardware matters (even if the costs thereof are financed hereunder).

5. **Net Agreement; Taxes.** This Agreement is a net agreement and Lessee will indemnify, defend, reimburse, and hold harmless Lessor for any and all claims, actions, damages, liabilities, losses, Taxes, and costs (including but not limited to reasonable attorney's fees), whether based on a theory of strict liability or otherwise, caused by or related to or in any manner arising from (a) the selection, installation, ownership, use, lease, or possession of the Equipment and/or (b) this Agreement; except to the extent of Lessor's gross negligence or willful misconduct. As between Lessee and Lessor, unless Lessor otherwise directs in writing, Lessor is exclusively entitled to file for and pay personal property Taxes imposed during the Term on the Equipment (regardless of who owns it). Taxes billed with the Lease Payments are due with the Lease Payment, and any other Taxes are due on demand. At Lessor's option, Lessee will remit, along with the Lease Payments under this Agreement, an amount equal to a percentage of Lessor's reasonable estimate of the personal property Taxes that will be assessable against the Equipment. In addition, at Lessor's option, Lessor may include in the Lease Payment an amount for any Taxes that may be imposed at the inception of this Agreement (such as "up-front" sales

or use Taxes), financed at an interest rate reasonably determined by Lessor; and, if it is stated on the first page of this Agreement that the Lease Payment includes sales tax, the sales or use taxes included are only estimates and subject to adjustment by Lessor based on actual Tax amounts, as Lessor may advise Lessee from time to time by invoice or other writing. Lessee will remain obligated for any deficiency, if such amounts are insufficient to fully reimburse Lessor the actual amount of such Taxes, and any surplus will be either credited to Lessee's other obligations to Lessor or returned to Lessee. Lessor may impose a tax administration fee (which it may bill as part of the underlying Tax) of up to 10% of Taxes. If requested, Lessee agrees to file promptly on behalf of Lessor all requested Tax returns and reports concerning the Equipment in form satisfactory to Lessor, with all appropriate governmental agencies and to mail a copy to Lessor concurrently with the filing thereof.

6. End-of-Term Options. Lessee may exercise one and only one of the following end-of-Term options by giving Lessor written notice of the election at least 90 days before the end of the Term and duly performing the elected option by the end of the Term: (a) Lessee may elect to return not less than all of the Equipment to Lessor so as to be received by Lessor by the last day of the Term, in the condition and manner as set forth herein, or (b) if a Purchase Option is provided in this Agreement, Lessee may elect to purchase not less than all of the Equipment on the last day of the Term for the specified Purchase Option price whereupon, on the last day of the Term, if such price and all Taxes and other Payments have been paid and no Default has occurred, Lessor will sell the Equipment to Lessee, on an as-is, without warranty basis, or (c) Lessee may elect any other end-of-Term option that may be stated herein. If Lessee does not give Lessor such a written election notice or if Lessee does not duly perform the elected option, the election notice, if given, will terminate and the Term will automatically renew for successive one-month renewal terms until Lessee gives a written election notice and performs the end-of-Term option it duly elects therein. During any such renewal terms the amount of each Lease Payment will remain the same (or become the average Lease Payment in effect during the previously applicable portion of the Term—whether it be the Base Term or a renewal term—if Lease Payments were not constant for each Payment Period of such portion of the Term), and the other terms of this Agreement will remain the same. If Lessee performs an end-of-Term option elected duly by it before the last day of the Term, Lessee's obligations under this Agreement shall nonetheless continue through the scheduled end of the Term.

7. Risk of Loss. Lessee shall bear all risk of loss to the Equipment until the Equipment is returned to Lessor as required hereunder. No such loss shall condition, limit, or affect Lessee's obligation to pay the Lease Payment. In the event of a loss with respect to any Equipment, Lessee shall either: (a) place such Equipment in good repair, condition, and working order, (b) replace such Equipment with equipment of the same manufacturer, year, make, model, and accessories in good repair, condition and working order, or (c) pay Lessor all amounts due and to become due hereunder plus the FMV of the Equipment. If Lessee elects a repair or replacement under subsections (a) or (b) above and the repair or replacement is for any reason not completed within 30 days of the loss, Lessee shall pay Lessor all amounts due and to become due hereunder plus the FMV of the Equipment.

8. Insurance. Lessee shall keep in effect an "all risk" extended coverage property insurance policy covering the Equipment for its full replacement value. Lessee shall also carry a comprehensive general liability insurance policy. Such policies shall be in form, amount, and with insurers reasonably acceptable to Lessor. The property insurance policy shall name Lessor and its assigns as loss payee and the general liability insurance policy shall name Lessor and its assigns as additional insureds. Each policy shall provide: (a) for no less than 30 days prior written notice of cancellation or non-renewal to Lessor, and (b) that such policy shall not be invalidated as against Lessor or its assigns for the violation of any term of the policy by Lessee. Proceeds from any general liability policy shall be made payable first on behalf of the Lessor to the extent of its liability, if any. If Lessee fails to maintain the insurance required hereunder or provide satisfactory proof of the existence and terms of the insurance to Lessor, Lessor may at its sole discretion obtain insurance to protect Lessor and its interest in the Equipment. Lessee agrees to pay Lessor's costs for such insurance, which costs may include a profit and/or administrative expense for the Lessor.

9. Remedies. Lessor may upon a Default: (i) cancel or terminate this Agreement; (ii) declare all amounts due and to become due hereunder plus the FMV of the Equipment immediately due and payable, as liquidated damages for Lessor's loss of its bargain and not as a penalty; and (iii) require Lessee to return the Equipment to Lessor or peacefully repossess the Equipment without court order and without liability for entry or damage to property. Lessee agrees to pay all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) incurred by Lessor in enforcing Lessor's rights against Lessee. The remedies stated in this Agreement are in addition to all other rights or remedies now or hereafter existing under this Agreement or at law or in equity and may be enforced concurrently and from time to time. If Lessee fails to make any payment to a third party or perform any other act required hereunder, Lessor may, but need not, make such payment or perform such act at the expense of Lessee, reimbursable to Lessor on demand, and Lessor's action shall not be deemed a cure or waiver of Lessee's failure.

10. Title; UCC. No payment of Lease Payments shall entitle Lessee to any equity interest in the Equipment, and subject to any Purchase Option set forth herein, Lessor shall at all times be the Lessor and titleholder of the Equipment. Lessee will keep the Equipment free of all liens and encumbrances other than those created by Lessor or its assigns. This Agreement is intended to be a "finance lease" as that term is defined the Uniform Commercial Code ("**UCC**") — Leases (Article 2A). In the event this Agreement is determined to be a security agreement, Lessee grants Lessor a first priority security interest in the Equipment (including any replacements, substitutions, additions, accessions, and attachments thereto, and all proceeds thereof). To the extent permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee under Sections 508-522 of Article 2A of the UCC.

11. Assignment. Lessor may, without notifying Lessee, in whole or in part assign any of its

right, title, and interest in and to this Agreement and the Equipment. **The rights of any such assignee shall not be subject to any defense, counterclaim or set off which Lessee may have against Lessor or any other person.** Lessee may not assign this Agreement or transfer or sublease the Equipment, in whole or in part. Subject to the foregoing, this Agreement binds and benefits the parties' successors and assigns.

12. Equipment Return. If Lessee is required to return the Equipment under this Agreement, Lessee shall, at its expense, promptly upon demand, send the Equipment to any location(s) that Lessor may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in useable and in good working order; reasonably clean and cosmetically good; in the same condition as when shipped to Lessee, reasonable wear and tear excepted. If the Equipment is not received within 15 days of the date of demand, Lessee agrees to continue paying Lease Payments and all other amounts due and to become due hereunder until the Equipment is returned to Lessor as required hereunder. Lessee is solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Lessee's control for any reason. Lessor shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or with any Equipment returned to Lessor or repossessed by Lessor.

13. Miscellaneous. Any provision of this Agreement that is or becomes invalid does not affect the remainder of that provision or this Agreement. Amendments to this Agreement must be in writing and signed by the party to be bound. Lessor may, without notice to Lessee, insert into this Agreement an Agreement Number, Commencement Date, or any missing information and correct obvious errors in this Agreement. Terms of inclusion are without limitation. Time is of the essence. A party's waiver or failure to require strict observance of this Agreement will not constitute a waiver of any other breach of the same or any other provision of this Agreement or any other agreement between the parties. All notices shall be given in writing by the party sending the notice and shall be effective when received, or, if earlier, on the fifth day after being deposited in the US mail, postage prepaid, or on the next business day after being accepted by a nationally recognized overnight delivery service, addressed to the party receiving the notice at its address shown on the front of this Agreement (or to any other address specified by that party by notice). This Agreement will survive the Term, and any return or sale of the Equipment, and remain in full force and effect, with respect to events or conditions occurring or existing during (or fairly attributable to) the Term or Lessee's possession of the Equipment. The parties intend not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payments that would otherwise be charged or collected will instead be applied to Lease Payments or refunded to Lessee. In any proceeding relating to this Agreement, a party may produce a photocopy or scanned copy of a document rather than an original and such copy will have the same force as an original. For purposes of perfection of a security interest in tangible chattel paper under the UCC by possession, only the counterpart of this Agreement that bears Lessor's original wet ink signature shall constitute the sole original chattel paper counterpart; provided, that if such counterpart contains an electronic signature by Lessee, then Lessor shall have stamped such counterpart as "Original." Lessor and any potential assignee may obtain credit reports from or make inquiries to credit bureaus or other sources as it determines appropriate. Lessor may also impose an administrative surcharge of up to \$175 with respect to any on-site inspection of the Equipment it makes hereunder. **This Agreement is governed by the internal laws of Ohio. Each party submits to the jurisdiction of any Federal or state court located in Hamilton County, Ohio. To the extent permitted by applicable law, each party expressly waives trial by jury.** The terms and conditions contained in this Agreement are the entire agreement between Lessee and Lessor regarding the Equipment and may not be contradicted or modified by any prior, contemporaneous or subsequent representation, promise or statement (oral or written). **This Agreement is separate and independent of any other agreement or contract that Lessor or Lessee may have with any person, including any manufacturer or Supplier, or the obligations of any person to provide any services, licenses or maintenance in connection with any Equipment or otherwise.**

14. Supplier. The Supplier may provide maintenance and other services to Lessee during the term of this Agreement with respect to the Equipment and charge Lessee a fee pursuant to a separate servicing agreement between Lessee and the Supplier. Lessee acknowledges that Lessor will not own any such fees or charges or have any obligations under the servicing agreement. The failure of Supplier to perform any maintenance or services satisfactorily shall not give Lessee the right to abate any payment hereunder. Lessee further acknowledges and agrees that Lessor may invoice Lessee for any such maintenance and servicing fees or charges and remit the same to the Supplier as an accommodation to Lessee and the Supplier.

ACCEPTANCE CERTIFICATE



Lessor/Owner:
Verdant Commercial Capital, LLC
9987 Carver Road, Suite 110
Cincinnati, OH 45242

Lessee/Customer: Yuba Local Agency Formation Commission

Copy Rental/Lease Agreement Number: 1062877, dated
10/07/2026

This Acceptance Certificate is a part of the above-referenced Agreement
between Lessee/Customer/Customer and Lessor/Owner/Owner.

Acceptance

1. Lessee/Customer hereby certifies to Lessor/Owner that all of the Equipment described in the above-referenced Agreement between Lessee/Customer and Lessor/Owner has been received and inspected by Lessee/Customer at the Equipment Location identified in the Agreement, and all such Equipment is fully and satisfactorily installed and operational.
2. Lessee/Customer irrevocably accepts all of the Equipment for all purposes, including under the Agreement and any Supplier contract or other related documents.
3. Lessee/Customer hereby restates and reaffirms each of the representations and covenants given to Lessor/Owner in the Agreement, and further represents that no event or condition has occurred that constitutes a Default under the Agreement, or that with notice or the lapse of time or both would constitute a Default.

Lessee/Customer: Yuba Local Agency Formation Commission

October 7, 2026

Acceptance Date

Lessee/Customer to fill in if blank

Authorized Signature

Customer Tax ID:

30-1193016

Authorized Signatory Name

Title



702 Nord Avenue • P.O. Box 3870 • Chico, CA 95927

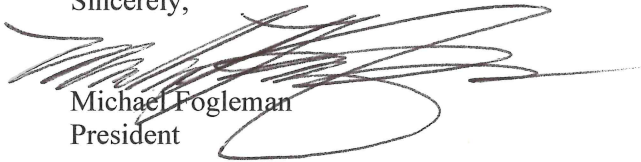
Yuba LAFCO
915 8th Street, Suite 130
Marysville, Ca. 95901
Attn: Paige Hensley

August 11, 2026

Hello Paige,

This letter is to confirm that when the Re-lease of the Kyocera TASKalfa 3554ci s/n RVN1803848 is executed with Verdant Commercial Capital (Agreement # 1062877), that the current lease with US Bank Agreement # 500-0658254-000 for the afore mentioned Kyocera TASKalfa 3554ci will be closed out by Advanced Document Concepts. Paige let me know if there are further questions or concerns that I can assist in addressing. Have a wonderful day.

Sincerely,



Michael Fogleman
President

530 / 893-8711 • 530 / 893-9027 fax • 530 / 893-8714 service

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COMPREHENSIVE TECHNICAL SUPPORT • PRINTING SUPPLIES

**MAINTENANCE AGREEMENT BETWEEN: Advanced Document Concepts****AND****Yuba LAFCO**

BILL TO

915 8th St. Ste 134

ADDRESS

Marysville**CA, 95901**

CITY

STATE, ZIP

CONTACT

PHONE

Same as Bill To

EQUIPMENT LOCATION

ADDRESS

CITY

STATE, ZIP

CONTACT

PHONE

MODEL / OPTION	SERIAL NUMBER	MACHINE ID	START METER	RATE
TASKalfa 3554ci	RVN1803848	5994	B/W - 15	\$0.0081 per page
			F. Color - 21	\$0.062 per page

AGREEMENT BEGINNING

1/1/2026

AND ENDING

12/31/2026

COST-PER-COPY CONTRACT BILLED MONTHLY IN ARREARS BASED ON METER READINGS - INCLUDES PARTS, LABOR, AND SUPPLIES

WITH THE FOLLOWING INDICATED PROVISIONS IN EFFECT:

TONER INCLUDED: Yes ☒ No ☐	PARTS INCLUDED: Yes ☒ No ☐	LABOR INCLUDED: Yes ☒ No ☐	STAPLES INCLUDED: Yes ☐ No ☒
WASTE BOTTLE INCLUDED: Yes ☒ No ☐	DRUM INCLUDED: Yes ☒ No ☐	SOFTWARE SUPPORT: Yes ☐ No ☒	PAPER INCLUDED: Yes ☐ No ☒

I agree to all terms and conditions by signing or paying for this agreement.**Advanced Document Concepts**

COMPANY

AUTHORIZED COMPANY SIGNATURE

Chris Fogleman, Service Manager

TITLE

1/1/2026

DATE SIGNED

SEE REVERSE FOR TERMS & CONDITIONS**CUSTOMER NAME****AUTHORIZED COMPANY SIGNATURE****TITLE****DATE SIGNED****8404****AGREEMENT NUMBER**

TERMS AND CONDITIONS

For the purpose of maintaining the equipment specified on this agreement, Advanced Document Concepts, hereinafter known as **COMPANY**, agrees to service and repair said equipment in accordance with the following terms and conditions:

1. All calls will be performed during **COMPANY'S** normal working hours. Calls requested for other than the **COMPANY'S** hours will be charged to the customer at the **COMPANY'S** current rate for after hour service. The availability of such service is to be solely decided by the **COMPANY**. Customer agrees to give free and unencumbered access to the equipment to perform service therein.
2. Perform all maintenance, including emergency calls, lubrication and adjustment to maintain the specified equipment in good working order, with the exception of normal operator functions as described in operator manual.
3. This agreement does not include any item the **COMPANY** classifies as a supply item e.g. drums, toner, staples, paper, recovery bottles, etc. or has its replacement dictated by copy volume, unless, indicated in this agreement. Parts deemed obsolete by the manufacturer or exterior covers, trays, lids, doors and cassettes.
4. The agreement does include all labor and travel costs, unless increased service time is resulting from neglect or unique applications, unless otherwise specified. Equipment must be located in a suitable place that is safe and non-hazardous as deemed by the **COMPANY**.
5. This agreement does not cover any service, repairs, parts, or travel, incurred by abuse, misuse, accident, theft, neglect, acts of a third party or parties, fire, water, acts of God, insufficient or faulty power source, improper temperature or humidity conditions, or presence of chemical vapor. As well as, repairs or alterations attempted by non-**COMPANY** personnel, or damage caused by the customer relocating the equipment inconsistent with key operator training provided by the **COMPANY**. Also, excluded from this agreement is service necessitated by malfunction of parts, supplies, or alteration of non-vendor manufacturer, or not supplied by **COMPANY**.
6. At the time of inspection, equipment will be cleaned, lubricated and adjusted. Such inspections shall be made at reasonable intervals as determined by the **COMPANY** during the term of this agreement, and may be made at the same time as emergency service calls.
7. This agreement is not assignable or transferable by customer without prior written approval, and may be cancelled if equipment is sold, leased, rented, or transferred by customer to any other person, persons, or firm. In the event that any equipment is moved from the location set forth in this agreement, **COMPANY** may terminate and/or add additional charge to cover said change.
8. This agreement is valid for one year or for the number of copies indicated which ever comes first. This agreement will be renewed automatically upon expiration, unless cancelled by the customer, in writing, no later than 10 days prior to expiration date. During the term of the agreement, if the customer generates copies beyond the specified amount, the customer is liable for the excess copies, and will be charged at the prescribed rate. Accessories purchased after the initial starting date will be added to this agreement and will run concurrent with the mainframe. The current maintenance cost for these accessories will be charged and/or prorated accordingly.
9. Maintenance charges shall be payable by the customer immediately upon receipt of the invoice. Federal, State and local government accounts shall be invoiced quarterly in arrears, if so required by law. In the event the **COMPANY** wishes to cancel the agreement prior to its conclusion, advanced payments to **COMPANY** will be prorated giving consideration to the number of calls furnished, balance of time and/or copies remaining. Excess payments will be refunded to the customer LESS any amount due **COMPANY**.
10. If a customer fails to make all payments promptly when due, **COMPANY** may cancel said agreement, and bill customer for all work, parts, travel and costs, performed during this period.
11. If in the opinion of the **COMPANY** the equipment can no longer be properly or economically maintained to **COMPANY** standards the **COMPANY** will provide the customer with an estimate of reconditioning charges. If the customer fails to have the equipment reconditioned the **COMPANY** will not be responsible for any equipment failures related to the need for reconditioning.
12. This agreement constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.
13. The **COMPANY** will not be responsible for delays or inability to service the equipment if caused by strikes, accidents, climatic conditions, other reasons of like or dissimilar nature beyond its control or accidental loss of data or records due to equipment failure or technician action when servicing customer's equipment. In no event will **COMPANY** be liable for loss of profits, or special indirect, or consequential damages.
14. **COMPANY'S** liability for digital and connected equipment ends at the input ports of the **COMPANY'S** provided equipment, and the **COMPANY** is not responsible for problems caused by software which is not provided by the **COMPANY**.
15. If for unforeseen reasons normal operating costs e.g. fuel costs, utilities, supplies, etc. become excessive or out of line with normal standards the **COMPANY** reserves the right to add a maximum of 10% or less per year surcharge to this agreement to cover these costs.