



**City of Yuba City  
1201 Civic Center Blvd.  
Yuba City, CA 95993  
(530) 822-4601  
(530) 822-7689 fax**

TO: Office Depot  
FROM: Connie Williams  
DATE: April 30, 2008  
SUBJ: **Agendas**

The agenda cover page should be canary yellow. The rest of the pages are white.

Everything should be copied in black and white, even if the original is in color. Please run 21 collated sets of each agenda/staff report. Six of the 21 collated sets should be 3 hole punched.

Please run an additional 30 sets of the agenda only—collated and stapled.

If you have any questions, please call me this evening at 674-5970 or tomorrow at 822-4601. Thanks.

**AGENDA**

**REGULAR MEETING**

**CITY COUNCIL & REDEVELOPMENT AGENCY  
CITY OF YUBA CITY**

**MAY 6, 2008**

**CLOSED SESSION – 5:30 P.M. – BUTTE ROOM  
REGULAR MEETING – 7:00 P.M. – COUNCIL CHAMBERS**

**RORY RAMIREZ  
Mayor**

**LESLIE MCBRIDE  
Mayor Pro Tem**

**KASH GILL  
Councilmember**

**TEJ MAAN  
Councilmember**



**JOHN MILLER  
Councilmember**

**STEVEN JEPSEN  
City Manager**

**TIMOTHY HAYES  
City Attorney**

**Council Chambers Wheelchair Accessible  
1201 Civic Center Blvd., Yuba City, CA**

*If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to assist you. Please contact City offices at 530/822-4601 at least 72 hours in advance so such aids or services can be arranged.  
City Hall TDD: 530-822-4732*

**AGENDA  
REGULAR MEETING OF  
CITY COUNCIL & REDEVELOPMENT AGENCY  
CITY OF YUBA CITY  
COUNCIL CHAMBERS  
MAY 6, 2008  
Closed Session 5:30 P.M.  
Regular Meeting 7:00 P.M.**

Materials related to an item on this Agenda submitted to the Council/Redevelopment Agency after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at [www.yubacity.net](http://www.yubacity.net) subject to staff's availability to post the documents before the meeting.

**Closed Session 5:30 p.m.—Butte Room**

Confer with real property negotiators Steven Jepsen, Steve Kroeger and William Lewis pursuant to Government Code Section 54956.8 regarding negotiations regarding the possible purchase of the following properties or portions thereof: APN 22-030-006, APN 52-077-011, APN 52-077-015, APN 52-077-017, APN 52-401-008, APN 52-401-014, APN 52-413-007 & APN 52-413-013.

Confer with legal counsel regarding potential litigation pursuant to Government Code Section 54956.9(c)—one potential case.

Confer with labor negotiators Steven Jepsen and Steve Kroeger regarding negotiations with the following associations: Yuba City Police Officers, Police Sergeants, Yuba City Firefighters Local 3793, Yuba City Fire Management, Confidential Employees, Executive Services Employees, First Level Managers, Mid Managers, and Yuba City Employees, pursuant to Section 54957.6 of the Government Code.

**Regular Meeting 7:00 p.m.—Council Chambers**

Call to Order

Roll Call:       \_\_\_ Mayor Ramirez  
                  \_\_\_ Mayor Pro Tem McBride  
                  \_\_\_ Councilmember Gill  
                  \_\_\_ Councilmember Maan  
                  \_\_\_ Councilmember Miller

Invocation

Pledge of Allegiance to the Flag

**Presentations and Proclamations**

1.     **Proclamation for Older Americans Month**
2.     **Senior Commission**

**Public Communication**

You are welcome and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public comment on items not listed on the

agenda will be heard at this time. Comments on controversial items may be limited and large groups are encouraged to select representatives to express the opinions of the group.

**3. Written Requests**

Members of the public submitting written requests, at least 24 hours prior to the meeting, will be normally allotted 5 minutes to speak.

**4. Appearance of Interested Citizens**

Members of the public may address the City Council on items of interest that are within the City's jurisdiction. Individuals addressing general comments are encouraged to limit their statements to 3 minutes.

**Bid Openings**

**5. Lincoln-Jones Improvements Project**

Recommendation: a. Award Contract No. 08-04, Lincoln-Jones Improvements Project, to Hill & Hill Contracting, Inc., of Yuba City, CA in the amount of their bid of \$109,348.40.  
b. Authorize the City Manager to execute the contract on behalf of the City, following approval by the City Attorney.

**6. Walton Avenue at Camino De Flores Traffic Signal Project**

Recommendation: a. Award Contract No. 07-18, Walton Avenue at Camino De Flores Traffic Signal Project, to Richard A. Heaps Electrical Contractor Inc., of Sacramento, CA in the amount of their bid of \$286,435.00.  
b. Authorize the City Manager to execute the contract on behalf of the City, following approval by the City Attorney.

**Ordinances**

**7. Zoning code amendment 08-01 to delete Footnote No. 8 of Section 8-5.1302 of the Zoning Regulations, which limits the development of motion picture theaters to the Central City Specific Plan area until January 1, 2013**

Recommendation: Adopt Ordinance No. 005-08 of zoning code amendment #08-01 for the deletion of Footnote No. 8 of Section 8-5.1302 of the Zoning Regulations which pertains to the limitation of new motion picture theaters to the boundaries of the Central City Specific Plan and Revitalization Strategy; waive the second reading.

**Consent Calendar**

All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that Council votes on the motion unless members of the City Council, staff or public request specific items to be discussed or removed from the Consent Calendar for individual action.

**8. City Council Approval of Minutes of February 19, March 4 & 25 and April 15 & 22, 2008**

Recommendation: Approve the Council meeting minutes of February 19, March 4 & 25 and April 15 & 22, 2008.

**9. Appropriation and Expenditure Authorization of Unallocated Developer Impact Fees for Equipment Outfitting of Two Police Patrol Vehicles**

Recommendation: Approve the appropriation and expenditure of unallocated developer impact fees for equipment outfitting on two police patrol vehicles. Authorize the Chief Financial Officer to make budget adjustments as required.

**General Items**

**10. Approve contract authority with ICF Jones & Stokes for professional services to assist with the public education and outreach efforts related to the Walton/Hillcrest Water issues**

Recommendation: Authorize the City Manager to sign the Agreement with ICF Jones & Stokes for professional services in the amount of \$75,000 to assist with public education and outreach efforts related to the Walton/Hillcrest Water issues.

**11. Financial Report for Quarter Ending March 31, 2008**

Recommendation: Note and File the Financial Report for Quarter Ending March 31, 2008.

**12. Treasurer's Report – Quarter Ended March 31, 2008**

Recommendation: Note and File Quarterly Treasurer's Report.

**Business from the City Council/Redevelopment Agency Board**

**13. City Council Reports**

- Councilmember Gill
- Councilmember Maan
- Councilmember Miller
- Mayor Pro Tem McBride
- Mayor Ramirez

**Adjournment**

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 6, 2008  
**To:** Honorable Mayor & Members of the City Council  
**From:** Department of Public Works  
**Presentation by:** George Musallam, Public Works Director

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**Summary**

**Subject:** Lincoln-Jones Improvements

**Recommendation:**

- a. Award Contract No. 08-04, Lincoln-Jones Improvements Project, to Hill & Hill Contracting, Inc., of Yuba City, CA in the amount of their bid of \$109,348.40.
- b. Authorize the City Manager to execute the contract on behalf of the City, following approval by the City Attorney.

**Fiscal Impact:** \$131,219.00 – to be funded from Account No. 931053 (Lincoln Road at Jones Road Improvements), broken down as follows:

- \$109,348.40 – contract award amount
- \$ 21,870.60 – construction contingency

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**Background:**

Lincoln Road is currently classified as a minor arterial, which connects the southeast and southwest areas of Yuba City. Lincoln Road at Jones Road, when originally annexed by the City lacked adequate infrastructure. In recent years, improvements have been made on each of the sides of the project area, leaving the southwest corner of Lincoln Road at Jones Road as a missing link for appropriate pedestrian sidewalks and drainage facilities.

On March 18, 2008, Council approved the plans and specifications for this project and also authorized the Public Works Department to advertise for bids.

**Analysis:**

The Lincoln-Jones Improvements Project was advertised for bid in March and April 2008. Plans and specifications were provided to local builder/contractor exchanges and purchased by 28 contractors/suppliers. On April 22, 2008, 9 bids were received and opened in the City Clerk's office. The bid results are as follows:

Hill & Hill Contracting, Inc., Yuba City	\$109,348.40
Newland Entities, Yuba City	\$114,882.00
Martin General Engineering, Rancho Cordova	\$121,960.00
Baldwin Contracting, Chico	\$130,753.00

American Engineering & Asphalt, Rocklin	\$139,056.33
Central Valley Engineering & Asphalt, Roseville	\$149,934.00
Ameca General Engineering, Fairfield	\$181,371.50
Sierra Asphalt, Rancho Cordova	\$190,690.00
Vanguard Construction, Livermore	\$202,375.00
<b>Engineer's Estimate</b>	<b>\$125,000.00</b>

Hill & Hill Contracting, Inc. of Yuba City is the low bidder. Contract administration and inspection of the project will be performed by Public Works Department staff. Project construction is expected to begin in June. Project completion is expected to occur by the end of July.

**Fiscal Impact:**

Funding for the Lincoln-Jones Improvements Project will come from Capital Improvement Program (CIP) Development Impact Fees through Account No. 931053-65501 (Lincoln Road at Jones Road Improvements). There is currently a balance of \$174,675 available to fund the project.

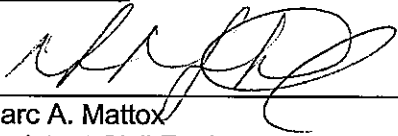
**Alternatives:**

Do not award the contract and reject all bids.

**Recommendation:**

- a. Award Contract No. 08-04, Lincoln-Jones Improvements Project, to Hill & Hill Contracting, Inc., of Yuba City, CA in the amount of their bid of \$109,348.40.
- b. Authorize the City Manager to execute the contract on behalf of the City, following approval by the City Attorney.

Prepared by:

  
 \_\_\_\_\_  
 Marc A. Mattox  
 Assistant Civil Engineer

Submitted by:



  
 \_\_\_\_\_  
 Steven R. Jepsen  
 City Manager

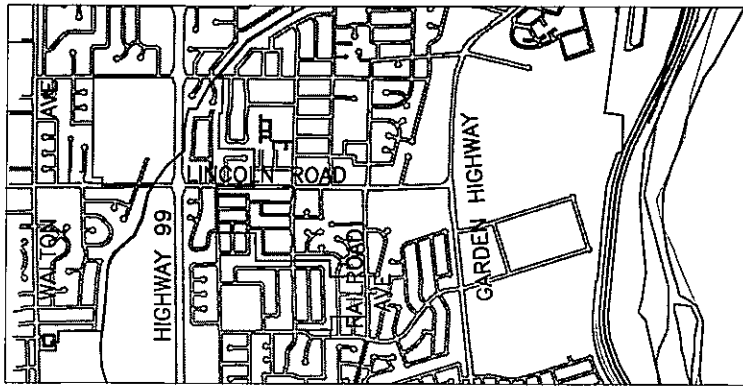
Reviewed by:

Department Head

Finance

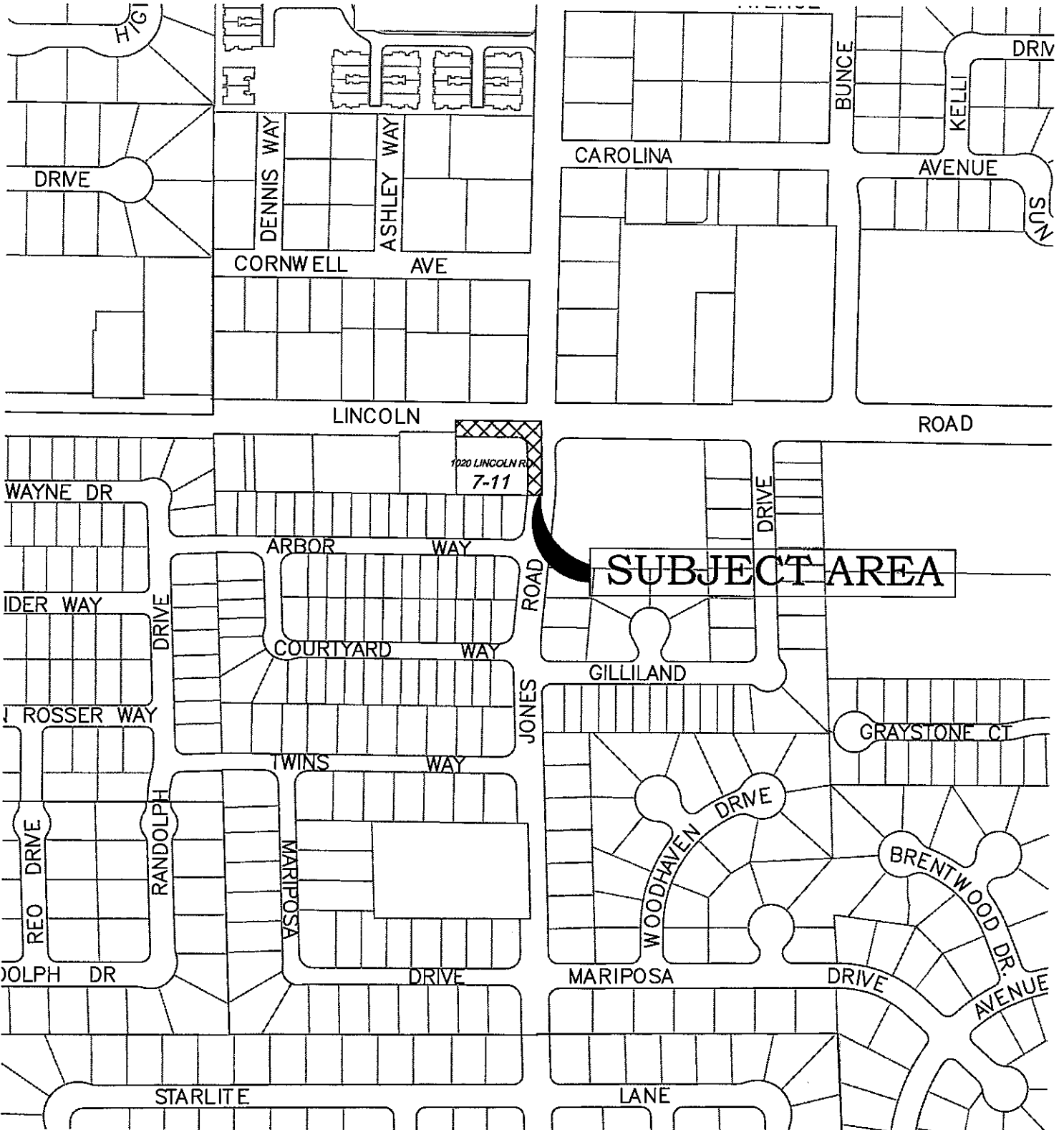
City Attorney

  
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SCALE: 1" = 300'

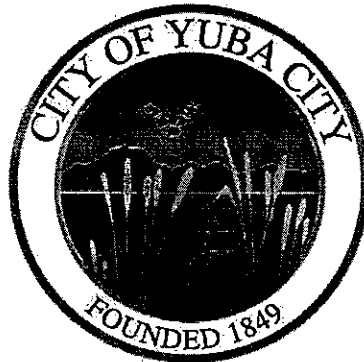
# LINCOLN-JONES IMPROVEMENTS



**Deadline Date/Time:**

April 22, 2008

3:00 p.m.



## **Bid Opening Results**

### Bid Lincoln-Jones Improvements

<b>Vendor</b>	<b>Bid Amount</b>
Hill & Hill Contracting Yuba City, CA	\$109,346.00
Ameca General Engineering Fairfield, CA	\$179,571.50
Newland Entities Yuba City, CA	\$114,882.00
Sierra Asphalt Rancho Cordova	\$199,690.00
Vanguard Construction Livermore, CA	\$202,375.00
Martin General Engineering, Inc. Rancho Cordova, CA	\$121,900.00
Central Valley Engineering Roseville, CA	\$149,934.00
Baldwin Contracting Chico, CA	\$130,753.00
American Engineering & Asphalt Rocklin, CA.	\$139,056.00

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 6, 2008  
**To:** Honorable Mayor & Members of the City Council  
**From:** Department of Public Works  
**Presentation by:** George Musallam, Public Works Director

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**Summary**

**Subject:** Walton Avenue at Camino De Flores Traffic Signal Project

**Recommendation:**

- a. Award Contract No. 07-18, Walton Avenue at Camino De Flores Traffic Signal Project, to Richard A. Heaps Electrical Contractor Inc., of Sacramento, CA in the amount of their bid of \$286,435.00.
- b. Authorize the City Manager to execute the contract on behalf of the City, following approval by the City Attorney.

**Fiscal Impact:** \$343,722.00 – to be funded from Account No. 931027 (Traffic Signals), broken down as follows:

- \$286,435.00 – contract award amount
- \$ 57,287.00 – construction contingency

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**Background:**

The Walton Avenue at Camino De Flores Traffic Signal Project consists primarily of installing new traffic signals at the subject intersection. The project scope also includes upgrading existing access ramps to meet current Americans with Disabilities Act requirements, installing storm drainage improvements to improve traffic safety, and overlaying the existing asphalt concrete pavement to facilitate installation of traffic signal loop detectors.

The need for the signalized intersection has arisen due to pedestrian and vehicular traffic during peak hours. A school crossing guard is currently required to allow children to safely cross Walton Avenue on their way to and from school. During peak morning and afternoon hours, vehicular traffic attempting to cross Walton Avenue on Camino De Flores, or turn left from Walton Avenue to Camino De Flores can typically only do so once the crossing guard stops traffic on Walton Avenue. The signals are intended to improve pedestrian safety and improve traffic flows at the intersection.

On March 18, 2008, Council approved the plans and specifications for this project and also authorized the Public Works Department to advertise for bids.

**Analysis:**

The Walton Avenue at Camino De Flores Traffic Signal Project was advertised for bid in March and April 2008. Plans and specifications were provided to local builder/contractor exchanges and purchased by 14 contractors/suppliers. On April 22, 2008, 3 bids were received and opened in the City Clerk's office. The bid results are as follows:

Richard A. Heaps Electrical Contractor, Inc., Sacramento	\$286,435.00
Tim Paxin's Pacific Excavation, Inc., Elk Grove	\$292,514.00
Teichert Construction, Inc., Davis	\$339,868.50
<b>Engineer's Estimate</b>	<b>\$313,802.00</b>

Richard A. Heaps Electrical Contractor, Inc. of Sacramento is the low bidder. Contract administration and inspection of the project will be performed by Public Works Department staff. Project construction is expected to begin in June. Due to a 12-16 week manufacturing lead time on the signal poles, project completion is expect to occur by the end of September.

**Fiscal Impact:**

Funding for the Walton Avenue at Camino De Flores Traffic Signal Project will come from Capital Improvement Program (CIP) Development Impact Fees through Account No. 931027 (Traffic Signals). There is currently a balance of \$1.2 million available in this account to fund the project.

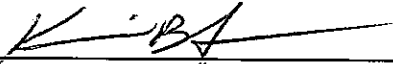
**Alternatives:**

Do not award the contract and reject all bids.

**Recommendation:**

- a. Award Contract No. 07-18, Walton Avenue at Camino De Flores Traffic Signal Project, to Richard A. Heaps Electrical Contractor, Inc., of Sacramento, CA in the amount of their bid of \$286,435.00.
- b. Authorize the City Manager to execute the contract on behalf of the City, following approval by the City Attorney.

Prepared by:

  
 \_\_\_\_\_  
 Kevin Bradford  
 Associate Civil Engineer

Submitted by:


  
 \_\_\_\_\_  
 Steven R. Jepsen  
 City Manager

Reviewed by:

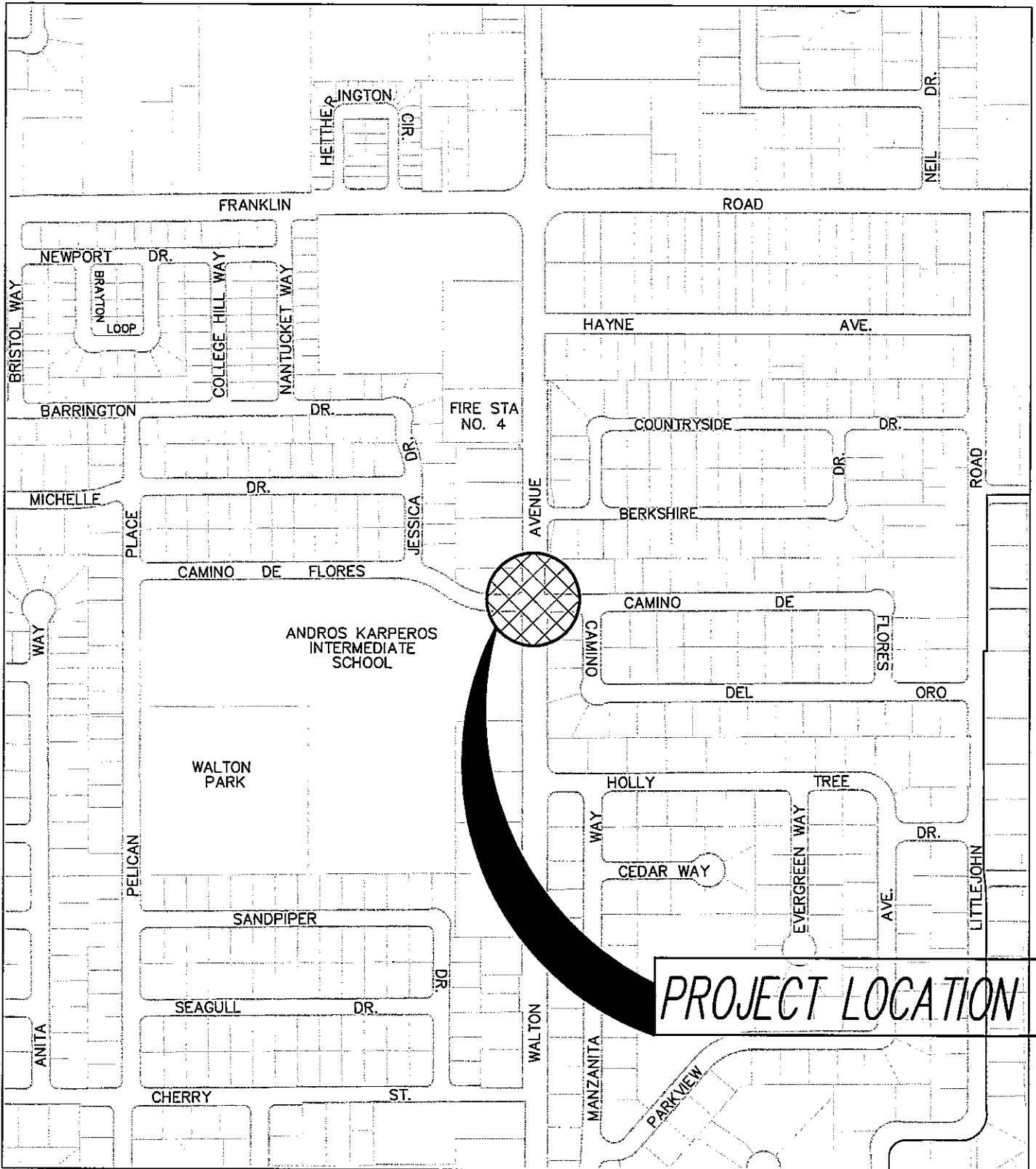
Department Head

Finance

City Attorney

  
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# EXHIBIT A WALTON AVENUE & CAMINO DE FLORES SIGNAL PROJECT





**Opening Date/Time:**

April 22, 2008

10:00 a.m.

## **Bid Opening**

### Camino Del Flores Signal Project

<b>Vendor</b>	<b>Total Bid Amount</b>
Pacific Excavation Elk Grove, CA.	\$ 292,514.00
RAH Sacramento, CA	\$ 286,435.00
Teichert Construction Davis, CA	\$ 339,868.50

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 6, 2008  
**To:** Honorable Mayor & Members of the City Council  
**From:** Community Development Department  
**Presentation by:** Brian Trudgeon, Principal Planner

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**Summary**

**Subject:** Zoning code amendment 08-01 to delete Footnote No. 8 of Section 8-5.1302 of the Zoning Regulations, which limits the development of motion picture theaters to the Central City Specific Plan area until January 1, 2013.

**Recommendation:** Adopt Ordinance No. 005-08 of zoning code amendment #08-01 for the deletion of Footnote No. 8 of Section 8-5.1302 of the Zoning Regulations which pertains to the limitation of new motion picture theaters to the boundaries of the Central City Specific Plan and Revitalization Strategy; waive the second reading.

**Fiscal Impact:** None

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On April 15, 2008, the City Council conducted the public hearing and approved the zoning code amendment as recommended by the Planning Commission and waived the first reading.

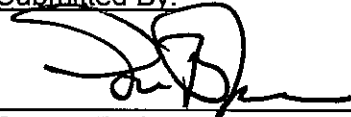
**Recommendation:**

Adopt Ordinance No. 005-08 of zoning code amendment #08-01 for the deletion of Footnote No. 8 of Section 8-5.1302 of the Zoning Regulations which pertains to the limitation of new motion picture theaters to the boundaries of the Central City Specific Plan and Revitalization Strategy; waive the second reading.

Prepared By:

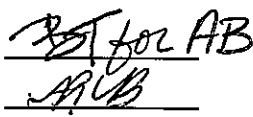
  
\_\_\_\_\_  
Brian Trudgeon  
Principal Planner

Submitted By:

  
\_\_\_\_\_  
Steven R. Jepsen  
City Manager

Reviewed By:

Department Head  
Finance  
City Attorney

  
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**ORDINANCE NO. 005-08**

**ORDINANCE ON THE CITY OF YUBA AMENDING TITLE 8,  
CHAPTER 5 OF THE YUBA CITY MUNICIPAL CODE REGARDING  
MOVIE THEATERS – FILE #ZC 08-01**

THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES ORDAIN AS FOLLOWS:

Section 1: Section 2: Article 13, Community Commercial District (C-2), Section 8-5.1302 of the Yuba City Municipal Code entitled "Uses" is hereby amended to read as follows:

"Indoor entertainment facility (i.e. motion picture theater, live theater, video game center, skating rink, bowling alley, billiard parlor and other such uses)"

Section 2: Save and except as herein amended, each and every of provision of Title 8, Chapter 5, Article 13 of the Yuba City Municipal Code, is hereby republished, readopted and reaffirmed.

Section 3: This ordinance shall be in effect thirty (30) days after its adoption and after it is adopted, it shall be published as provided for by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 15<sup>th</sup> day of April, 2008, and adopted at a regular meeting thereof held on the 6<sup>th</sup> day of May, 2008.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Rory Ramirez, Mayor

Attest:

\_\_\_\_\_  
Terrel Locke, City Clerk

Approved as to form:

\_\_\_\_\_  
Tim Hayes, City Attorney

# DRAFT

MINUTES  
REGULAR MEETING OF  
CITY COUNCIL & REDEVELOPMENT AGENCY  
CITY OF YUBA CITY  
COUNCIL CHAMBERS  
February 19, 2008  
Closed Session 6:00 P.M.  
Regular Meeting 7:00 P.M.

## Closed Session

Conferred with legal counsel regarding potential litigation pursuant to Government Code Section 54956.9( c ) - one potential case.

Conferred with real property negotiators Steven Jepsen and George Musallam pursuant to Government Code Section 54956.8 regarding negotiations with Pal/Avtar K. Takhar regarding the possible purchase of the following property or portions thereof: corner of Walton/Camino de Flores, APN 57-311-017.

## Regular Meeting

### Call to Order

Mayor Ramirez called the regular meeting of the City Council for the City of Yuba City to order at 7:00 p.m.

### Roll Call

Present: Mayor Ramirez and Councilmembers McBride, Gill, Maan and Miller  
Absent: None

### Invocation

Police Chief Richard Doscher gave the invocation.

### Pledge of Allegiance to the Flag

Councilmember Gill led the Pledge of Allegiance to the Flag.

### Presentations and Proclamations

#### 1. Proclamation for Edmund Smith

Mayor Ramirez presented Edmund Smith a proclamation in honor of his retirement from Sutter County.

### Public Communication

#### 2. Written Requests

None

#### 3. Appearance of Interested Citizens

Tatum McDougal of 1130 Queens Avenue, Yuba City spoke.

### Bid Openings

#### 4. Cisco Catalyst 4510 Switch (FB 08-14)

Devin Barber, General Services/IT Director reviewed the bidding process for Mainline Camera System Truck. Mr. Barber explained this truck will allow staff to view sewer line integrity.

Councilmember Gill moved to award the purchase to the low bidder, Wecco Industries of Vacaville, California for a mainline camera system truck in the amount of \$173,650.15. Councilmember McBride seconded the motion that passed with the following vote:

AYES: Councilmember Gill, McBride, Maan, Miller and Mayor Ramirez  
NOES: None  
ABSENT: None

### **Consent Calendar**

Councilmember McBride moved to approve the consent calendar as presented. Councilmember Gill seconded the motion that passed with a unanimous vote.

**5. City Council Approval of Minutes of February 5, 2008**

Approved the Council meeting minutes of February 5, 2008.

**6. Termination of Local Emergency**

Adopted **Resolution No. 08-010** proclaiming and ordering the termination of a Local Emergency relative to the impact and damage to the community caused by the January 4, 2008 storm.

**7. Purchase of Sanitaire Membrane Disc Fine Bubble Aeration System equipment for the Wastewater Treatment Facility**

Authorized the sole source purchase of Sanitaire Membrane Disc Fine Bubble Aerations System equipment from ITT Industries Inc./Sanitaire of Brown Deer, WI in the amount of \$40,350 with the finding that it is in the best interest of the City.

**8. Approval of a Loan Agreement with the Sutter Butte Flood Control Agency (SBFCA)**

Approved the Loan Agreement with the Sutter-Butte Flood Control Agency (SBFCA) and authorized the Mayor to sign the Agreement.

### **General Items**

**9. Comprehensive Annual Financial Report (CAFR) and Related Audit Reports for Fiscal Year Ended June 30, 2007**

Robin Bertagna, Chief Financial Officer briefly reviewed the comprehensive report before introducing Maralee Smith of Smith and Knoll CPA and independent audit company.

Ms. Smith recognized the City for its hard work that made the audit a simple process, and staff needs to be recognized for their efforts. She reviewed the reports in detail.

Councilmember McBride applauded Ms. Bertagna for her ongoing efforts in the finance department.

Councilmember Maan expressed his appreciation to all City Department Heads for keeping sound economic decisions in mind at all times.

Councilmember Miller moved to accept the Comprehensive Annual Financial Report (CAFR) and Related Audit Reports for Fiscal Year Ended June 30, 2007. Councilmember McBride seconded the motion that passed with a unanimous vote.

**10. Redevelopment Agency Annual Financial Report for the Year Ended June 30, 2007**

Robin Bertagna, Chief Financial Officer and Maralee Smith of Smith and Knoll CPA reviewed the highlights of the Redevelopment Agency's financial report.

Councilmember Miller moved to accept the Redevelopment Agency Annual Financial Report for the Year Ended June 30, 2007. Councilmember McBride seconded the motion that passed with a unanimous vote.

**11. Financial Report for Quarter Ending December 31, 2007**

Robin Bertagna, Chief Financial Officer, reviewed the Financial Report and its high and low points for reporter quarter ending December 31, 2007.

The report was noted and filed.

**12. Reimbursement Agreement – State Route 20/Western Parkway Intersection Improvements**

Councilmember McBride recused herself from this item to avoid a possible conflict of interest.

Diana Langley, Principal Engineer, reviewed the agreement as part of the Teal Hollow Subdivision. The total cost for the improvements is estimated to be 3.4 million dollars, of which Centex homes is responsible for 10.1% of the estimated amount. The term of the agreement is 15 years and fees will be collected as property is developed.

Councilmember Miller moved to adopt **Resolution No. 08-011** approving the execution of a Reimbursement Agreement with Centex Homes for work associated with State Route 20/Western Parkway Intersection Improvements and authorize the Chief Financial Officer to make a supplemental appropriation as fees are collected to support payment of pass through to Centex Homes. Councilmember Gill seconded the motion that passed with the following vote:

AYES: Councilmember Miller, Gill, Miller and Mayor Ramirez

NOES: None

ABSENT: Councilmember McBride

**13. Analysis of existing “Downtown Movie Theater Ordinance”**

Mayor Ramirez recused himself from this item to avoid a possible conflict of interest.

Brian Trudgeon, Principal Planner, reviewed the need to update the Ordinance that currently restricts construction to a movie theater specifically in the downtown boundary area until January, 2013. The amended ordinance would lift the restriction and allow for other types of construction in the downtown boundary area.

Tom Tucker spoke.

Ryan Dusa of 1817 Rolling Rock Court, Yuba City spoke

Councilmember Gill spoke in favor of the current Ordinance being repealed. He feels that healthy competition in the construction world is good for Yuba City.

Councilmember Maan was in favor of repealing the current ordinance and said that this allows free enterprise and that is a great part of our country.

Councilmember Maan moved to direct staff to propose an amended Ordinance regarding the existing restriction in the City's zoning Ordinance that limits the construction of new movie theaters to within the boundaries of the Central City Specific Plan until January 1, 2013. Councilmember Gill seconded the motion that passed with the following vote:

AYES: Councilmembers Maan, Gill, McBride, and Miller  
NOES: None  
ABSENT: Mayor Ramirez

**14. Adoption of resolution acknowledging flood risk**

George Musallam, Director of Public Works, reviewed the need for the acknowledging flood risk.

Councilmember Gill asked if the resolution could specify Sutter County. Mr. Musallam confirmed that the resolution is related to Star Bend which is Yuba City and in Sutter County.

Councilmember Miller asked if this resolution would make the City legally responsible for the levee and its actions. Tim Hayes, City Attorney, responded that the City is not responsible for the levee actions.

Councilmember Maan moved to adopt Resolution No. 08-012 acknowledging flood risk related to the Star Bend realignment project. Councilmember Gill seconded the motion that passed with a unanimous vote.

**15. Approve Plan for Use of Proposition 1B Local Street and Road Funds**

George Musallam, Director of Public Works, reviewed the City's share for these funds. Once the funds are approved, the Public Works Department will come back before Council with the projects the funds will be used for.

Councilmember Gill moved to adopt Resolution No. 08-013 approving the use of Proposition 1B Local streets and roads funds for rehabilitating various residential streets and authorize an appropriation and amend the FY 2007-2012 Capital Improvement Program Budget to reflect the addition of \$998,562.79 in proposition 1B funds into Account No. 921026-65501 (Residential Street Rehabilitation). Councilmember Maan seconded the motion that passed with a unanimous vote.

**16. Professional Services Agreement with Tapa EC for environmental remediation services for the corporation Yard Hazardous Materials Clean Up-Project**

Kevin Bradford, Associate Planner, reviewed the recommendation to use Tapa EC for the City's Corporation Yard Underground Storage tank clean up assessment. This project is eligible under a State Underground Storage Tank Clean Up project up to one million dollars.

Mayor Ramirez asked how long it would take to receive reimbursement from the state. Mr. Bradford responded that the state generally has a lag time of four to six months for reimbursement.

Councilmember Gill moved to authorize the City Manager to execute a Professional Services Agreement with Tapa EC of Beale AFB, California for environmental

remediation services at the City's Corporation Yard (AP #51-530-018) located at 1185 Market Street, in an amount not to exceed \$346,978, with the finding that it is in the best interest of the City and authorize a total transfer of \$376,978 consisting of \$94,244.50 each from Account Nos. 7120-Z69990 (Water Fund-Transfer Out), 98005-65501 (Sewer CIP – Recurring Plant Projects), 921025-65501 (Streets and Road CIP – Drainage Improvements), and 301-30560 (General Fund – Unallocated Reserve) to Account No. 99012 (Corporation Yard Hazardous Materials Clean Up). Councilmember Miller seconded the motion that passed with a unanimous vote.

**Business from the City Council/Redevelopment Agency Board**

**17. City Council Reports**

Councilmember Gill had nothing to report.

Councilmember Maan had nothing to report.

Councilmember Miller had nothing to report.

Councilmember McBride had nothing to report.

Mayor Ramirez had nothing to report.

**Adjournment**

Mayor Ramirez adjourned the regular City Council meeting of the City of Yuba City at 9:45 p.m.

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Rory Ramirez, Mayor

ATTEST:

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Terrel Locke, City Clerk

# DRAFT

MINUTES  
REGULAR MEETING OF  
CITY COUNCIL & REDEVELOPMENT AGENCY  
CITY OF YUBA CITY  
COUNCIL CHAMBERS  
March 4, 2008  
Closed Session 6:00 P.M.  
Regular Meeting 7:00 P.M.

## Closed Session

Conferred with legal council, Steven Jepsen, and Susan Pearson regarding existing Worker's Compensation Claim of former employee Michael Cummins, Claim No. 2007064910, pursuant to Government Code Section 54956.95(b).

Conferred with real property negotiators Steven Jepsen and George Musallam pursuant to Government Code Section 54956.8 regarding negotiations with Pal/Avtar K. Takhar regarding the possible purchase of the following property or portions thereof: corner of Walton/Camino de Flores, APN 57-311-017.

## Regular Meeting

### Call to Order

Mayor Ramirez called the regular meeting of the City Council for the City of Yuba City to order at 7:00 p.m.

### Roll Call

Present: Mayor Ramirez and Councilmembers McBride, Gill, Maan and Miller  
Absent: None

### Invocation

City Manager Steven Jepsen gave the invocation.

### Pledge of Allegiance to the Flag

Mayor Rory Ramirez led the Pledge of Allegiance to the Flag.

### Presentations and Proclamations

#### 1. Senior Commission

June Bone, Senior Commissioner, gave a report.

### Public Communication

#### 2. Written Requests

None

#### 3. Appearance of Interested Citizens

Micheal Pasquali, 527 Brown Avenue, Yuba City spoke.

### Ordinances

#### 4. Purchasing Ordinance and related policy and procedures manual update

Devin Barber, General Services/IT Director, reviewed the administrative functions that have changed in the current ordinance and recommended changes to ease the process and still remain structured.

Councilmember Gill moved to introduce **Ordinance No. 003-08** repealing and reenacting Chapter 6 of Title 2 of the Yuba City Municipal Code entitled Purchasing System and waive the first reading; and approve related policies and procedures manual to be entitled City of Yuba City Purchasing Policies and Procedures. Councilmember Miller seconded the motion that passed with a unanimous vote.

**5. A recommendation from the Park and Recreation Commission to consider an Ordinance Prohibiting the use of Tobacco at Gauche Aquatic Park**

Brad McIntire, Director of Parks and Recreation, reviewed the request from the Parks and Recreation Commission to designate Gauche Aquatic Park a Tobacco Free zone. This request was initially suggested by the Substance Abuse Steering Coalition Group, a local group consisting of citizens and professionals in the Tri County area who promote a healthy substance abuse free environment. Mr. McIntire reviewed the cities within the State of California that have similar ordinances that prohibit tobacco within 25 feet of any playground equipment.

Councilmember Gill asked for clarification on the 90 cities that have the tobacco free Ordinance. Does their ordinance cover just one park or all city parks, and also asked that we look into having all parks in Yuba City be tobacco free as well. Mr. McIntire responded that the cities are prohibiting smoking in all their parks, and that he would be glad to take direction from Council on going forward with all parks in Yuba City being covered by a similar ordinance.

Councilmember Miller asked how it is proposed that the Ordinance Infraction Fee would be imposed on those not adhering to the boundaries. Mr. McIntire stated that he knows law enforcement is extremely busy with other higher crimes. He hopes that the citizens will assist the City with enforcement

Michelle Blake of the Parks and Recreation Commission thanked Council for hearing this item and encourages everyone to take part in the enforcement of this ordinance.

Laura Plya, 1876 Turn Drive, Yuba City spoke.  
Julia Agular of Yuba City spoke  
Tina Levy, 1447 Valley Court, Yuba City spoke.

Councilmember Miller commended the members of the Coalition and the Parks and Recreation Commission for their efforts and supports the adoption of the ordinance.

Councilmember Maan moved to introduce Tobacco Free **Ordinance No. 004-08** for Gauche Aquatic Park and waive the first reading. Councilmember Gill seconded the motion that passed with a unanimous vote.

**Consent Calendar**

Councilmember Gill moved to approve the consent calendar as presented. Councilmember McBride seconded the motion that passed with a unanimous vote.

**6. Subdivision Agreement – La Bella Vita**

Adopted **Resolution No. 08-014** approving the execution of a Subdivision Agreement with Surjit K. Timber, Trustee of the Tumber Family Living Trust, providing for public

improvements for La Bella Vita. [located at the southeast corner of Butte House Road and Tharp Road]

**7. 2007 ADA Sidewalk Improvements Project**

Adopted **Resolution No. 08-015** accepting the subject project and authorizing the Public Works Director to file a Notice of Completion and authorize appropriations of \$4,000 from Account No. 6311-65305 9Clark Ave. ADA Improvements) and \$6,000 from Account no. 6358-65305 (Live Oak Blvd. ADA Improvements).

**8. Approve Legal Services Transfer Agreement of City Attorney services**

Authorized the City Manager to execute Legal Services Transfer Agreement.

**General Items**

**9. Identification and approval of Census Tracts Comprising Targeted Employment Areas in the City of Yuba City for the purposes of providing tax credit opportunities for business in the Enterprise Zone.**

Mary Hansen, Zone Manager of the Yuba Sutter Enterprise Zone, presented the new Employment areas that will benefit from the Enterprise Zone. The legislation expanded the benefit zone to tracts within Sutter County, Live Oak and Yuba City. The legislation provides for this to be an automatic benefit and participation is encouraged.

Councilmember Gill moved adopt **Resolution No. 08-016** identifying and approving the Census Tracts comprising Targeted Employment areas for the Yuba Sutter Enterprise Zone. Councilmember Miller seconded the motion that passed with a unanimous vote.

**10. Reimbursement Agreement – Teal Hollow Unit II**

Councilmember McBride recused herself to avoid a possible conflict of interest.

Diana Langley, Principal Engineer, reviewed the agreement.

Councilmember Maan asked if Centex Homes would receive any benefit from this agreement. Mrs. Langley responded that Centex homes did the City a favor by taking care of this oversizing.

Steve Jepsen, City Manager clarified that contract was entered into in order to assist the City with correcting problems in the subdivision for hooking up to sewer lines. As of now we do not enter into reimbursement agreements that are direct out of impact fees they are now paid by future development for oversizing.

Mayor Miller asked if there were any other agreements still outstanding. Mrs. Langley assured Mayor Miller that this was the last of these type of agreements.

Councilmember Gill moved to adopt a **Resolution No. 08-017** approving the execution of a Reimbursement Agreement with Centex Homes for work associated with Teal Hollow Unit II, authorize payment to Centex Homes in the amount of \$280,349.92 as reimbursement towards 40% of the sanitary sewer connection fees and 100% of the West Yuba City Sewer Trunk Line Fee, authorize fee credits to Centex Homes in the amount of \$119,448.00 towards 40% of the sanitary sewer connection fees and 100% of the West Yuba City Sewer Trunk Line Fee, authorize payment of \$42,893.76 for oversizing the sanitary sewer line on Royo Rancho Drive from an 8" line to an 18" line, authorize payment of \$466,133.56 to Centex Homes as payment for the construction of a 15" sanitary sewer line on North Colusa Frontage Road between Western Parkway and Royo Rancho Drive, and authorize the Chief Financial Officer to make a supplemental

appropriation as required. Councilmember Maan seconded the motion that passed with the following vote:

AYES: Councilmembers Gill, Maan, Miller and Mayor Ramirez  
NOES: None  
ABSENT: Councilmember McBride

**11. Fremont Hospital Raised Crosswalk**

George Musallam, Director of Public Works, reviewed the need for the crosswalk. The Public Works Department has prepared plans, specifications, and dollar estimates for the needed raised crosswalk.

Councilmember Miller moved to adopt **Resolution No. 08-018** approving the plans and specifications for the construction and marking of the east-west, raised pedestrian crosswalk located at the main entrance to the Fremont Hospital on Plumas Street and authorize the Public Works Department to bid the project. Councilmember Maan seconded the motion that passed with a unanimous vote.

**12. Professional Services Agreement with MuniFinancial for maintenance District Re-engineering and Re-balloting in accordance with the requirements of Proposition 218 for District 1, District 2, and District 5**

Diana Langley, Principal Engineer, reviewed the 3 firms that submitted proposals on this item. MuniFinancial was selected from the 3 firms due to their overall ranking score. The scoring committee was made up of staff from Engineering and Finance.

Councilmember Gill moved to award a professional services agreement to MuniFinancial of Temecula, California, for Maintenance District Re-engineering and Re-balloting in an amount not to exceed \$69,000 with the finding that it is in the best interest of the City, approve budget transfers as follows: \$4,189 from Account No. 240-30600 (District 1A Fund Balance) to Account No. 6110-62701 (District 1A Professional Services) \$21,381 from Account No. 241-30600 (District 1B Fund Balance) to Account No. 6120-62701 (District 1B Professional Services), \$10,417.52 from Account No. 242-30600 (District 2 Fund Balance) and \$1,532.48 from Account No. 242-10100 (District 2 Cash in Bank) to Account No. 6130-62701 (District 2 Professional Services), \$1,720 from Account No. 246-30600 (District 5B Fund Balance) to Account No. 6161-62701 (District 5B Professional Services), and \$29,760 from Account No. 247-30600 (District 5C-K Fund Balance) to Account No. 6162-62701 (District 5C-K Professional Services). Councilmember McBride seconded the motion that passed with the following vote:

AYES: Councilmembers Gill, McBride, Maan, Miller and Mayor Ramirez  
NOES: None  
ABSENT: None

**13. Police Department Expansion Project – Award of Contract**

George Musallam, Director of Public Works, along with staff reviewed the 12 bids received for the expansion project. The lowest bidder was Randy Hill Construction with a bid amount of \$1,975,941.00. It has been determined that Randy Hill Construction was responsive and met all the guidelines outline in the plans and specifications. The bid from Randy Hill Construction was also \$800,000 less than estimated budget amount.

Councilmember Gill moved to award the subject contract to the lowest responsive bidder, Randy Hill Construction, at a base bid amount of \$1,975,941.00, eliminate the Add Alt bid item listed in Randy Hill Construction's bid from the contract, authorize the City Manager to execute the contract on behalf of the City, and authorize borrowing \$2.3 million from the General Fund to cover the funding shortfall with no interest charged to be repaid as

the Police Department's share of impact fees becomes available. Councilmember Miller seconded the motion that passed with a unanimous vote.

**14. 2007 Assistance to Firefighters Grant Program**

Marc Boomgaarden, Fire Chief, reviewed the application process that was done in 2007 for the Annual Grant Program. A grant in the amount of \$83,696.00 was awarded to the City of Yuba City for the use of implementing a fitness and wellness program. A stipulation of the grant is that the City must give a "local match" of 20% totaling \$20,924.20.

Councilmember Gill moved to direct the City's Chief Financial Officer to make the budget transfers supplemental appropriations as outline in the Fiscal Impact portion of the staff report. Councilmember Maan seconded the motion that passed with a unanimous vote,

**15. Approval of a Professional Services Agreement with Ingersoll Rand Security Technologies of Pleasanton, CA to design, supply, and install the electronic security system at the Water Treatment Plant and the Wastewater Treatment Facility. Approval to advertise the Security Gate Upgrade Plans and Specifications for the Water and Wastewater Treatment Facilities.**

Staff requested this item be continued to the next meeting on March 18, 2008.

**Business from the City Council/Redevelopment Agency Board**

**16. City Council Reports**

Councilmember Gill had nothing to report.

Councilmember Maan had nothing to report.

Councilmember Miller reminded the public of the Bok Kai Festival in Marysville occurring the weekend of March 8, 2008.

Councilmember McBride had nothing to report.

Mayor Ramirez had nothing to report.

**Adjournment**

Mayor Ramirez adjourned the regular City Council meeting of the City of Yuba City at 9:10 p.m in memory of Councilmember Gill's father in law Joginder Greenwall.

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Rory Ramirez, Mayor

ATTEST:

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Terrel Locke, City Clerk

# DRAFT

MINUTES  
WORKSHOP  
CITY COUNCIL & COMMUNITY DEVELOPMENT DEPARTMENT  
CITY OF YUBA CITY  
MARCH 25, 2008 – 3:00 P.M.

## Call To Order

The Workshop was called to order at 3:10 p.m.

**Present:** Mayor Pro-Tem Leslie McBride, Councilmembers Kash Gill, Tej Maan, John Miller, Planning Commissioners Satwant Takhar, Mike Tomlinson, John Dukes, Jana Shannon, and John Sanbrook.

Also present were Aaron Busch, Community Development Director; Brian Trudgeon, Principal Planner; Paul Klein, CBO; Katie Ertmer, Associate Planner; and Roberta Kyle, Administrative Assistant.

**Absent:** Mayor Rory Ramirez and Planning Commissioners Craig Starkey and Preet Dibal.

Aaron Busch, Community Development Director, gave an overview of the workshop presentation.

## I. Development Review & Permit Processing

### A. Current and Future Development Trends

Mr. Busch described current and future projects, and explained that future development trend challenges will be flood control, infrastructure issues, new development impact fees, available land and the development review process.

### B. Process Improvements

Mr. Busch explained that the development review process is being worked on to become more predictable and reliable, and explained Yuba City's process for permits (Planning review, routing, etc.) Mr. Busch stated the goal is to streamline, ensure coordinated review and provide a fair and consistent process. Mr. Busch stated that the accomplishments to date are in-house plan check and the formation of the Development Process Coordination Group, which consists of staff from several Departments/Divisions.

Councilmember McBride asked what the time frame is for plan checks and the final permit. Paul Klein, Chief Building Official, stated approximately 3 weeks for plan check and another week for the permit, ideally 4 weeks total.

Mr. Busch explained that if plans are incomplete, they will be turned back to the applicant immediately for correction before taking them back in, which could cause delays and go beyond the approximate 4 week time frame.

Councilmember McBride asked about structural plans. Mr. Klein said small buildings are done in-house, and the larger buildings (steel, etc.) are sent out to a plan check consultant.

Commissioner Sanbrook asked about the process for changes. Mr. Busch talked about the Development Process Coordination Group and how any proposed changes will be forwarded to the Yuba-Sutter Developers, Builders Group for review and comment.

Councilmember Gill asked about the City's permit system. Mr. Busch stated the City has a system (Pentamation), but explained it is not very functional, and explained that there has been research on other systems, but they can be expensive. Mr. Busch explained that a permit system is a good tool for accountability.

Commissioner Shannon asked if the software were to be changed, how long the process would take to get everyone trained. Mr. Busch said about 6-8 months, and stated that the goal of a new system would be to enable everyone to have access.

Councilmember Miller stated that a few years back, he spoke with developers who expressed dissatisfaction with the process, but has now heard that the process is much better and commended staff with improving the process.

Noted in the record is that the City Council is very interested in a new permit processing program.

Darin Gale, North State Building Association, stated that 800 lots is not a significant surplus, but said in actuality it is probably only 600 lots. Mr. Busch agreed, and stated the Lincoln East Specific Plan is pushing forward, but does have issues.

# DRAFT

Susanne Connelly asked Mr. Gale what his association is. Mr. Gale stated it is the North State Building Association.

## II. Planning Issues

### A. Architectural Standards/Design Guidelines

Katie Ertmer, Associate Planner gave an overview of the goals and context of the Design Guidelines and explained that the hope is to have one comprehensive document. Ms. Ertmer went through the different types of commercial, multi-family, industrial and single family designs ranging from excellent to good to not-so-good.

Ms. Ertmer stated that the goal for the workshop is to get comments from the Council and Commission that will further improve the design guidelines requirements, and said she feels the City is getting some excellent projects. Ms. Ertmer asked the City Council and Planning Commission what direction they would like to go with the Design Guidelines.

Councilmember Gill stated that project quality depends on the builder, and said some are here to stay, and some are just investors.

There was discussion about various commercial projects in Yuba City.

Mr. Busch suggested there be stronger requirements as some buildings do not meet the design guidelines, and said the goal is to put rules out for everyone to see, and to make them clear and straightforward.

Councilmember Miller asked what the criteria are for the Frito-Lay building. Ms. Ertmer stated there presently are no criteria for industrial buildings. Councilmember Miller said there needs to be some kind of criteria for industrial buildings.

Mr. Busch said there needs to be direction from City Council and the Planning Commission to staff regarding quality in the design of projects, and stated there can be standards added in regards to open space, etc. Mr. Busch said instead of having bullet point guidelines, to have pictures which better illustrate what is desired.

There was discussion about not hampering the creativity of the developer in the design of their buildings, and that there should be a higher standard of industrial buildings that are closer to the street and in view.

There was discussion among the Council and Commission about the need to stay away from large vacant walls with color, facades, etc., the need to be careful about low income housing, and to look at multi-family to see what can be cut without compromising the financial feasibility of a project.

Ms. Ertmer stated in regards to single family, garage dominance would be minimized and street presence would be maximized. Ms. Ertmer said staff would be mindful of the affordability issue and would bring draft Guidelines back before the City Council and Planning Commission at future workshops on the proposed Guidelines.

There was discussion about garages being in the back of the house as an option, and also detached garages with alley access, or top floors jutting out over garages.

There was brief discussion about color requirements, landscaping, and too much uniformity with elevations and colors.

Mr. Busch stated that flexibility is critical, and that there will be more discussion as staff gets further into the document.

Councilmember Miller asked how long it will take to get a draft document. Ms. Ertmer stated it would take approximately 4-6 months.

Darin Gale of the North State Building Association, urged the City Council and Planning Commission to involve the development community when working on the design guidelines, and work on the need for flexibility, and suggested requiring more mature landscaping. Mr. Gale stated the Developers Association would love to work with the City on this document, and that the Council should consider the use of a formal committee for the new Guidelines.

Ms. Connelly stated she would love to see the landscaping issue looked at more closely.

Mr. Busch stated the existing document will be revised, not redone, and will involve appropriate stakeholders groups for input. Mr. Busch said the document will be sent out for review and comment, and this can also be discussed with the building community.

# DRAFT

Councilmember McBride stated she feels the communication line is open and there won't be a need for an Ad HOC Committee.

## **B. Mansionization**

Mr. Busch gave the definition of mansionization: "Overbuilding for the existing neighborhood", and said this usually happens in older neighborhoods. Mr. Busch stated that Yuba City presently does not have a Mansionization Ordinance, but does have a minimum lot size requirement, and a maximum lot coverage requirement, and asked the City Council what direction they would like to go with this issue.

Mr. Busch stated the hope is to ensure variability, fluctuation, and set backs, and said if there is a concern, there is a variety of ways to correct the problem, for example, require homes over a certain square footage to have more of a setback, etc.

Councilmember McBride stated that this type of home is not the norm, and said the potential for this to happen is when lots are sold off, and asked if this is real problem.

Mr. Busch said another layer can be added to the Design Guidelines to prevent this problem.

There was discussion about making this issue as streamlined and easy as possible, and that this issue can be looked at over time to see where it is going.

## **C. Mobile Vendors**

Mr. Busch described the different kinds of mobile vendors, and said the challenges and limitations are that the current regulations are vague and unclear. Furthermore, the Zoning Ordinance is silent, and the current regulations only deal with people on public streets. Mr. Busch said restrictions can be added into the Zoning Ordinance if desired.

There was discussion about food safety, priority, enforcement and the effects on the City's image.

## **D. Central City Specific Plan Update**

This item was deferred and will be discussed at the next workshop.

## **III. Code Enforcement Priorities**

Function, services and resources were discussed. Councilmember Miller complimented James Carr, Code Enforcement Officer.

### **A. Neighborhood Revitalization**

Create cleanup through voluntary compliance.

### **B. Outdoor Display/Sign Enforcement**

Mr. Busch asked if the City Council's direction is to clean up the community and businesses with enforcement of non-compliant outdoor displays and signage. Mr. Busch showed areas on a map that are designated for enforcement.

Mr. Busch went over code enforcement improvements.

- New web page for complaints
- FAQ's
- New code enforcement activity report
- Streamlined administrative improvements

Councilmember McBride asked if letters would be sent out to people first with code violations, as many of them do not know they are in violation.

Mr. Busch agreed and said letters would be sent out first. Mr. Busch also spoke about the limited resources for enforcement.

There was a suggestion about looking to the retired community as volunteers.

There was discussion regarding priorities and lack of resources, the challenge ahead and thinking forward.

# DRAFT

## IV. Next Workshop

The next workshop will discuss the Central City Specific Plan and the development of the Feather River Mill site. The workshop will be scheduled and announced at a later date.

## Adjournment

The workshop adjourned at 5:30 p.m.

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Rory Ramirez  
Mayor

ATTEST:

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Terrel Locke  
City Clerk

# DRAFT

MINUTES  
REGULAR MEETING OF  
CITY COUNCIL & REDEVELOPMENT AGENCY  
CITY OF YUBA CITY  
COUNCIL CHAMBERS  
April 15, 2008  
Closed Session 5:30 P.M.  
Regular Meeting 7:00 P.M.

## Closed Session

Conferred with labor negotiators Steven Jepsen and Susan Pearson regarding negotiations with the following associations: Yuba City Police Officers, Police Sergeants, Yuba City Firefighters Local 3793, Yuba City Fire Management, Confidential Employees, Executive Services Employees, First Level Managers, Mid Managers, and Yuba City Employees, pursuant to Section 54957.6 of the Government Code.

Conferred with real property negotiators Steven Jepsen and Steve Kroeger pursuant to Government Code Section 54956.8 regarding negotiations with Kam Takhar of Crowne Development regarding possible sale of the following property or portions thereof: APN 52-380-17, located at the southwest corner of C and Wilbur Ave (Redevelopment Agency)

Conferred with real property negotiators Steven Jepsen and Steve Kroeger pursuant to Government Code Section 54956.8 regarding negotiations regarding the possible purchase of the following properties or portions thereof: APN 52-077-011.

## Regular Meeting

### Call to Order

Mayor Ramirez called the regular meeting of the City Council for the City of Yuba City to order at 7:00 p.m.

### Roll Call

Present: Mayor Ramirez, Mayor Pro Tem McBride, Councilmember Gill, Maan and Miller  
Absent: None

### Invocation

Police Chief Richard Doscher gave the invocation.

### Pledge of Allegiance to the Flag

Councilmember Gill led the Pledge of Allegiance to the Flag.

### Presentations and Proclamations

#### 1. **Proclamation for Public Safety Dispatchers Week**

Mayor Ramirez presented Shawna Pavey, Operations Support Manager, and the staff of the Yuba City Police Department a Proclamation in honor of Public Safety Dispatchers Week.

Mrs. Pavey also received the Police Achievement Ribbon First Oak Leaf Cluster award presented by Richard Doscher, Chief of Police.

### Public Hearings

- 2. Zoning code amendment 08-01 to delete Footnote No. 8 of Section 8-5.1302 of the Zoning Regulations, which limits the development of motion picture theaters to the Central City Specific Plan area until January 1, 2013.**

Mayor Ramirez recused himself to avoid a possible conflict.

Brian Trudgeon, Principal Planner, reviewed the original request from Council to amend the current Ordinance to lift the limits of development of a movie theater to the Central City Specific Plan area.

Mayor Pro Tem McBride opened the Public Hearing.

Eric Hellberg, 484 St. James Court, Yuba City, California spoke.

Mayor Pro Tem McBride closed the Public Hearing.

Councilmember Gill is concerned that the request by Mr. Hellberg to delay the adoption of the Ordinance would be a loss to the community.

Councilmember Miller moved to introduce **Ordinance No. 005-08** for zoning code amendment #08-01 for the deletion of Footnote No. 8 of Section 8-5.1302 of the Zoning Regulations which pertains to the limitation of new motion picture theaters to the boundaries of the Central City Specific Plan and Revitalization Strategy; waiving the first reading. Councilmember Gill seconded the motion that passed with the following vote:

AYES: Councilmembers Miller, Gill, Maan and Mayor Pro Tem McBride

NOES: None

ABSENT: Mayor Miller

### **Public Communication**

- 3. Written Communication**

None

- 4. Appearance of Interested Citizens**

None

### **Bid Opening**

- 5. Chemical Bid (FB08-19)**

Devin Barber, General Services/IT Manager, reviewed the bid received for the annual purchase of chemicals needed for the water reclamation plant. Sixty-eight vendors were asked to participate in the bidding process. Ten bid were received.

Councilmember Gill moved to award formal bid contracts for the period May 1, 2008 through April 30, 2009 based on low bid Categories A,B,C,D,F,G,H and I as listed in the staff report and reject bids for Category E and J. Mayor Pro Tem McBride seconded the motion that passed with a unanimous vote.

### **Consent Calendar**

Councilmember Gill moved to approve the Consent Calendar as presented. Councilmember Miller seconded the motion that passed with a unanimous vote.

- 6. City Council Approval of Minutes of April 1, 2008**

Approved the Council meeting minutes of April 1, 2008.

**7. 2008 Water Main Extension Project**

Adopted **Resolution No. 08-030** approving the plans and specifications for the 2008 Water Main Extension Project and authorizing advertisement for bids on the project.

**8. Approve Two Service Agreements with McDonough Holland & Allen (MHA) for supplemental Attorney Services for Yuba City and for the Redevelopment Agency of Yuba City**

Authorized the Mayor to execute a supplemental Legal Services Agreement with MHA; and authorized the Redevelopment Agency Chairperson to execute a supplemental Legal Services Agreement with MHA.

**9. Amended Loan Agreement with Sutter Butte Flood Control Agency – Star Bend Setback Levee Project**

Authorized the Mayor to execute an amended loan agreement with Sutter Butte Flood Control Agency for an amount of \$1.6 million.

**General Items**

**10. Funding Agreement with Siller Brothers, Inc. and Professional Services Agreement with SWCA Environmental Consultants for preparation of the Siller Ranch Environmental Impact Report**

Councilmember Miller recused himself from this item to avoid a possible conflict.

Katie Ertmer, Associate Planner, requested approval for the funding agreement with Siller Brothers, Inc. and a Professional Services Agreement with SWCA Environmental Consultants. The funding agreement requires Siller Brothers Inc. to pay an initial 20% of the entire contract amount and provide the City with a Stand By Letter of Credit, to insure the City has funding available should invoices need to be paid. The agreement with SWCA Environmental Consultants has a 15 day termination clause. Should the applicant need to abandon the project, the City would be protected.

Mayor Ramirez asked if the agreement is approved, is it with SWCA on behalf of Siller Brothers, Inc.? Ms. Ertmer responded that the agreement is between SWCA and the City. This is a common practice in California to maintain the independence the Environmental Consultant. The agreement is based on a project description provided by the applicant, Siller Brothers, Inc.

Mayor Pro Tem McBride moved to authorize the City Manager to sign a Funding Agreement with Siller Brothers, Inc. for payment of costs associated with preparation of the Siller Ranch Environmental Impact Report and to authorize the City Manager to sign a Professional Services Agreement with SWCA Environmental Consultants to prepare the Siller Ranch Environmental Impact Report, in an amount not to exceed \$380,240, with the finding that it is in the best interest of the City. Councilmember Maan seconded the motion that passed with the following vote:

AYES: Councilmembers Maan, Gill, Mayor Pro Tem McBride, and Mayor Ramirez

NOES: None

ABSENT: Councilmember Miller

**11. Exclusive Right to Negotiate Agreement with Crowne Development, Inc. related to Redevelopment Agency property located at the Southwest corner of Wilbur Avenue and C Street (APN#02-120-017)(Redevelopment)**

Steve Kroeger, Assistant Executive Director, requested approval for an Exclusive Right to Negotiate Agreement with Crowne Development, Inc. for Redevelopment Agency Property located at Wilbur Avenue and C Street. The Agency has owned this property for a long period of time and it was part of the overall Town Center Development. The developers desire to erect a banquet facility with catering services on the property. The Agreement with Crowne Development is for a period of 90 days. During the agreement period the terms of sale would be defined for the property, price, financing and aesthetics for the facility.

Director Miller asked if timelines would be included in the final agreement. Mr. Kroeger confirmed that there would be milestone accomplishment requirements in the final document to ensure a timely completion.

Director Gill moved to authorize the Executive Director to execute and implement an Exclusive Right to Negotiate Agreement with Crowne Development, Inc. Director McBride seconded the motion that passed with a unanimous vote.

**12. Ground Lease and Lease-Purchase Agreement with Sun Trust Equipment Finance and Leasing Corp.**

Robin Bertagna, Finance Director, reviewed the agreement with Sun Trust Equipment Finance Company and Leasing Corporation for the construction of Fire Station No. 4. The terms of the financing agreement are a fixed rate of 3.89% with semi annual payments totaling \$721,692 per year with no capitalized interest. The terms of the lease include repayment over a 10 year period. Sun Trust will place a lien on the property in order to provide security for the loan. Once the final payment is made by the City, the lien will be released. The City will maintain on the property title for the entire lease period.

Councilmember Gill asked why there was an increase in the percentage rate from the initial meetings with Sun Trust. Ms. Bertagna responded that the rate was not locked in at the initial steps and wanted Council approval prior to locking in the rate to move forward.

Councilmember Miller asked if penalties would be applied if the City decided to pre pay this obligation. Ms. Bertagna clarified that there are penalties at a rate of 3%.

Councilmember Gill moved to adopt **Resolution No.08-031** authorizing lease financing of the Fire Station 7 Construction Project and approving related document and actions. Councilmember Miller seconded the motion that passed with a unanimous vote.

**Business from the City Council/Redevelopment Agency Board**

**16. City Council Reports**

Councilmember Gill had nothing to report.

Councilmember Maan met with the Yuba-Sutter Economic Development Committee. They are moving forward with retaining a Fundraising firm to assist with events being organized to raise funds for the committee.

Councilmember Miller mentioned that the Sutter-Butte Flood Control Agency did not meet this week due to a lack of quorum.

Councilmember McBride will attend a SACOG meeting this week. The meeting will include a tour of the Yuba and Sutter County areas. This will allow the committee members to get a first hand look at the area in order to make better decisions.

Mayor Ramirez spoke about a Citizen Advocacy meeting he attended with Steve Jepsen, City Manager, regarding the Hillcrest Water issues.

**Adjournment**

Mayor Ramirez adjourned the regular City Council Meeting of the City of Yuba City at 8:01 p.m.

---

Rory Ramirez, Mayor

ATTEST:

---

Terrel Locke, City Clerk

# DRAFT

MINUTES  
WORKSHOP  
CITY COUNCIL & REDEVELOPMENT AGENCY  
CITY OF YUBA CITY  
APRIL 22, 2008 -- 2:00 P.M.

## Call To Order

The City Council of the City of Yuba City was called to order by Mayor Pro Tem McBride at 2:00 p.m.

## Pledge of Allegiance to the Flag

Fire Chief Marc Boomgaarden led the Pledge of Allegiance to the Flag.

## Roll Call

Present: Councilmembers Gill, Maan, McBride, and Miller

Absent: Mayor Ramirez

## Presentations

City Manager Steve Jepsen said this workshop is a follow up to the previous workshop on public safety. It comes at a time with many economic challenges. After Fire and Police give their presentations, Finance will give available options. Levees are a priority in the City, and we are probably 1-3 years away from their repair/rehabilitation.

### 1. **Public Safety**

#### • **Fire Department**

Fire Chief Marc Boomgaarden presented assumptions utilizing an estimated population of 80,000 residents in the next 3 to 5 years with the same level of service as today. He reviewed immediate and future staffing and facility needs. Revenue could be generated with a dedicated training officer who would also be utilized by Yuba College and other agencies. Other revenue generation includes fees and reimbursements; inspections, fines and cost recovery; and possible EMS response fees. Chief Boomgaarden responded to questions from Council.

#### • **Police Department**

Police Chief Richard Doscher said the Police Department has maintained a consistent 35% usage of the General Fund since 2000. Field operations are the major portion of their budget. The cost of Police operations is \$12.7 million annually or \$231 per capita; as compared to the California average of \$14.8 million annually, or \$269 per capita. If we assume the Walton area at some point, we would need 18 months to hire and train the necessary staff with an increased budget to \$14.6 million. He discussed present and future staffing and facilities needs. Chief Doscher responded to questions from Council.

#### • **Finance**

Finance Director Robin Bertagna reviewed the top ten general fund revenues for 2007/2008 and 2008/2009. She also reviewed operating expenses, expenditure trends, revenue enhancement options, and general reserves. Revenue options included a utility user's tax, parcel tax, sales tax increase and community facilities district. Ms. Bertagna presented the voter approval requirements for passage of these options. Ms. Bertagna responded to Council's questions.

## Public Communication on Items on the Agenda

### 2. **Appearance of Interested Citizens**

The following citizens spoke:

Ray Janssen, 1721 Mich Sq., Yuba City  
Dulia Aguilar, 1831 Genoa Ct., Yuba City  
Marie Salada, 1895 Lassen, Yuba City  
Lara Plaia, 1876 Turin Dr., Yuba City  
Tony Blackwell  
Elta Barber, 1620 Hazel Ave., Yuba City

# DRAFT

## Adjournment

Mayor Pro Tem McBride adjourned the special meeting of the City Council at 4:05 p.m.

---

Rory Ramirez  
Mayor

ATTEST:

---

Terrel Locke  
City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 6, 2008  
**To:** Honorable Mayor & Members of the City Council  
**From:** Police Department  
**Presented By:** Richard J. Doscher, Chief of Police

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**Summary**

**Subject:** **APPROPRIATION AND EXPENDITURE AUTHORIZATION OF UNALLOCATED DEVELOPER IMPACT FEES FOR EQUIPMENT OUTFITTING OF TWO POLICE PATROL VEHICLES**

**Recommendation:** Approve the appropriation and expenditure of unallocated developer impact fees for equipment outfitting on two police patrol vehicles. Authorize the Chief Financial Officer to make budget adjustments as required.

**Fiscal Impact:** \$44,000 - Movement from account 304-30600 to account 6610-69401 – Ample funding is available for the requested purpose according to the City's Chief Financial Officer

---

**Background:**

In coordination with an analysis from Corporation Yard staff, at any given time, approximately 20% of the police patrol fleet is down for maintenance and/or safety inspection. Such vehicle lost time creates difficulty and loss of opportunities relative to shift overlap, special assignments and special event participation (security for festivals, parades and road closures as examples).

In discussing this situation with the City Manager and General Services, it was felt prudent to find frontline police patrol vehicles, which could have their useful life extended by at least one year and retain them as a ready reserve. Two such vehicles were found which met the criteria

**Analysis:**

All emergency related equipment in these two vehicles would normally be removed and placed into new fleet patrol cars, which Council has already approved in the budget. By keeping two vehicles in ready reserve, the emergency equipment would be retained within the reserve

vehicles and the funding requested would be used to outfit two of the new vehicles coming into the fleet with items such as mobile data terminals and support computers, digital emergency radios, siren and light kits, safety screens separating the prisoner section from the driver, shotguns and rifles, protective bumper guards and ballistic security additions.

**Fiscal Impact:**

\$44,000 - Movement from account 304-30600 to account 6610-69401  
– Ample funding is available for the requested purpose according to the City's Chief Financial Officer

**Alternatives:**

Deny staff requests for reserve fleet vehicles and/or provide additional direction.

**Recommendation:**

Approve the appropriation and expenditure of unallocated developer impact fees for equipment outfitting on two police patrol vehicles. Authorize the Chief Financial Officer to make budget adjustments as required.

Prepared By:



RICHARD J. DOSCHER  
Chief of Police

Submitted By:



STEVEN R. JEPSEN  
City Manager

Reviewed By:

Department Head

Finance

City Attorney

General Services

          rjd            
          RJB            
          N/A            
          DB

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 6, 2008  
**To:** Honorable Mayor & Members of the City Council  
**From:** Administration  
**Presentation By:** Steven R. Jepsen, City Manager

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**Summary**

**Subject:** Approve contract authority with ICF Jones & Stokes for professional services to assist with the public education and outreach efforts related to the Walton/Hillcrest Water issues.

**Recommendation:** Authorize the City Manager to sign the Agreement with ICF Jones & Stokes for professional services in the amount not to exceed \$75,000 to assist with public education and outreach efforts related to the Walton/Hillcrest Water issues.

**Fiscal Impact:** It is recommended that the Agreement be funded equally from the Hillcrest Water Fund and the City's General Fund in the amount of \$37,500 each.

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**Background:**

The Hillcrest Water System – South Walton area, about 3,000 homes, has experienced several potable water issues including arsenic standards failure, high nitrates, water supply shortages, and failing infrastructure. The Federal EPA lowered allowable arsenic concentrations in drinking water from 50 parts per billion to 10 ppb. In response to this change, the Utilities Department began a process to temporarily reduce the arsenic concentration from an average of 15 ppb to less than 10 ppb. Staff has been successful through the addition of treatment chemicals to reduce the arsenic concentration from the two well treatment plants serving the area to less than 10 ppb. A third water source, Well 14, had to be taken off line in the spring of 2007 due to high nitrates. This well did not have any treatment other than chlorination, and it also exceeded 10 ppb arsenic concentration. In order to meet 2007 summer water demands, approximately 800 homes were converted to surface water supply for the summer and fall months. If Well 14 had remained in service, quarterly public notification of nitrate and arsenic standards exceedences would have been required.

Improvements are needed to the Walton/Hillcrest Water Systems to achieve sustainability of arsenic and nitrate standards and to ensure water pressure/fire flows to residents in Regions 2 and 3 of the Hillcrest Water service area. Options have been examined by consultants and City staff with recommendations for upgrades to improve the existing system or switch the customer base to surface water supplies.

Subsequent to staff conducting two public outreach meetings and the questions raised in these meetings, the City Council formed an Ad-hoc Committee comprised of Mayor Rory Ramirez and

Councilmember Kash Gill. The Committee was to examine the needs and options available for improved water service in Regions 2 and 3 of the Hillcrest Water Service area. After several meetings with area residents serving in an advisory capacity, no conclusion has been reached by the Ad-hoc Committee. Significant disagreement continues with a group of area residents remaining opposed to the necessity for the alternatives presented and the cost to upgrade the existing water supply.

To assist with the educational process, staff contacted Lucy & Company of Sacramento. Public outreach companies specializing in water issues were solicited. Staff selected ICF Jones & Stokes, teaming with Terris/Barnes/Walters of San Francisco, and Lucy & Company to be interviewed for professional services. Based on work commitments, Lucy and Company was not in a position to take on additional clients and the City developed a work scope with ICF Jones & Stokes/TBW.

### **Analysis:**

The need for extended professional services is to augment existing City staff with expertise in educational materials development and mailings, along with advice in Proposition 218 processes. The attached work scope outlines the major activities of the consultant. Educational materials will focus on the following areas:

- Problems associated with sustainability of existing Walton/Hillcrest Water Systems to meet arsenic and nitrate standards.
- Options available to Hillcrest residents to upgrade the existing systems to improve water quality and system pressure/fire flow issues.
- To articulate alternative options and costs associated with each, along with opportunities for low cost financing.
- Assisting with the understanding of the Proposition 218 balloting process.

### **Fiscal Impact:**

Staff is recommending the professional services contract with ICF Jones & Stokes in the amount not to exceed \$75,000 without written authorization. It is recommended that the cost of this contract be split evenly between the Hillcrest Water Fund and the City's General Fund. The recommendation of use of the City's General Fund is based on the need to educate the general population on any proposal that would potentially charge all City water customers to fix the Walton/Hillcrest Water System or the potential to blend groundwater with surface water on a Citywide basis.

Adequate funds are available in Walton Hillcrest Water Account #7330 (Hillcrest Plant Operations) and the City's General Fund Contingency Account #4215 (Contingency) to cover this proposed cost.

### **Alternatives:**

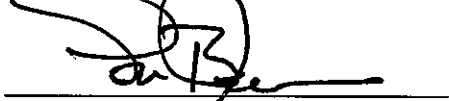
The alternatives to hiring professional services to assist with the educational aspects of Walton/Hillcrest Water System and related upgrades include:

- Terminate the agreement with ICF Jones & Stokes and have the Water Division staff continue the educational process.
- Discontinue the educational process and abandon any substantive improvement to the Walton/Hillcrest Water System.

**Recommendation:**

Authorize the City Manager to sign the Agreement with ICF Jones & Stokes for professional services in the amount of \$75,000 to assist with public education and outreach efforts related to the Walton/Hillcrest water issues.

Submitted By:



Steven R. Jepsen  
City Manager

Attachments:

ICF Jones & Stokes proposal  
ICF Jones & Stokes contract

Reviewed By:

Department Head

Finance

City Attorney

NA  
MB  
\_\_\_\_\_

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of \_\_\_\_\_, by and between the City of Yuba City, a municipal corporation ("City") and Jones & Stokes Associates, Inc. ("Consultant").

### **RECITALS**

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### **AGREEMENT**

1. Scope of Services. The Consultant shall furnish the following Public Education services in a professional manner.

**See Attached Scope of Services  
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed \$75,000.00 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When

payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City. Payments will be made on a time and materials basis, consistent with Exhibit A. No additional compensation shall be granted without written authorization from the City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- \* Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
  - b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)
10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant

represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City                      William P. Lewis  
   Utilities Director  
   City of Yuba City  
   302 Burns Dr  
   Yuba City, CA 95991  
   (530) 822-4639

If to Consultant:              Janet Barbieri  
   Project Director  
   Jones & Stokes Associates, Inc.  
   630 K Street, Suite 400  
   Sacramento, CA 95814  
   916 737-3000

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear

the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF YUBA CITY:**

**CONSULTANT:**

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

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

Steven Jepsen  
City Manager

Steve Centerwall  
Vice President – Regional Leader

Attachments:      Exhibit A – Scope of Services  
                         Exhibit B - Insurance Requirements  
                         Exhibit C - Workers' Compensation Exemption

## **Exhibit A**

### **DESCRIPTION OF CONSULTANT'S SERVICES AND TIME FOR PERFORMANCE**

ICF Jones & Stokes shall help meet the Walton Area water supply infrastructure issues and funding needs in five steps:

**1. Develop a timeline for public education and outreach effort**

This effort shall include extensive communications with Walton area residents. Public education may include direct mail, meetings, telephoning and/or a door-to-door canvas, as well as additional, more targeted information posted to the Client website. It may also include briefings with key opinion leaders in the community, including the local Taxpayers Association. Produce a timeline that allows enough time to do the necessary education work, while moving as quickly as possible to keep Client in line for the state loan.

**2. Coordinate public opinion research (optional)**

Although the pool of residents is quite small for a standard poll, after discussions with several pollsters whom the Consultant works with, it would still be possible to field a valid survey, provided Consultant can allot extra time for reaching a high enough number of residents to obtain a valid sample (probably a week to 10 days to reach 250-300 households). Consultant to help the Client hire a qualified pollster and work with the pollster to develop a baseline survey that addresses the major questions about fielding a revenue measure: what mechanism is most popular, feasible cost levels, arguments for and against, and messengers for public education. Once the survey is completed, the consultant would give the Client a complete, "real-world" analysis with the most pressing needs and critical decision points.

**3. Public Education Outreach**

Consultant shall work with the Client to develop a public education plan. This shall include a proactive briefing strategy. Consultant shall also develop and print educational materials to acquaint constituents with the problems and the possible solutions.

**4. Facilitate community-wide consensus and coalition building**

Consultant will explore options to improve communications and the clarity of the options through the development of materials and public meetings.

**5. Assist with ballot questions and other election documents**

Consultant shall assist in drafting a concise and clear message for a Proposition 218 vote, and ensure that the Client has completed all the related documents in a manner that is legally compliant.

# ICF Jones & Stokes Fee Schedule

Effective January 1, 2008

Labor Classifications	Per Hour
Senior Project Director	\$250
Project Director	\$250
Technical Director	\$200
Managing Consultant/Senior Technical Analyst	\$180
Senior Consultant III	\$160
Senior Consultant II	\$150
Senior Consultant I	\$130
Associate Consultant III	\$120
Associate Consultant II	\$110
Associate Consultant I	\$100
Assistant Consultant	\$80
Technician	\$55
Administrative Technician	\$55
Intern	\$50
<b>Other Direct Expenses</b>	
Report Production: 8.5" x 11" Color photocopying	\$0.89/page
Report Production: 8.5" x 11" black & white photocopying	\$0.08/page
Automobile mileage at current IRS rate or	\$0.505/mile
Laptop computer (field projects only)	\$10.00/day
A general and administrative charge of 10% will be applied to all other direct costs, inclusive of subcontractor charges.	
Per diem is charged at \$160.00/day. A lodging surcharge will apply in high rate areas.	
<b>Prompt Payment</b>	
Jones & Stokes Associates clients may reduce any current invoice by (1%) of the billed amount if payment is made within 10 business days of receipt of said invoice.	
<b>Billing rates are subject to revision effective January 1 of each year</b>	

CONFIDENTIAL

# ICF Jones & Stokes Production Quotes

Effective March, 2008

Production and Mail	Per Item
Brochure (11 x 17 or equivalent; 2 or 4 colors; 1 or 2 folds)	
2,500 Households	\$6,344
5,000 Households	\$7,857
<i>Price includes copy, design, concept, photography, pre-press, printing, postage, labels, labeling, mail house, sales tax, and shipping</i>	
Door hangers (4.5 x 17 w/door hanger die cut; 4 color; no fold)	
2,000	\$4,942
3,000	\$5,286
4,000	\$5,484
<i>Price includes copy, design, concept photography, pre-press, printing, sales tax, and shipping</i>	

**Exhibit B**  
**Professional Services Agreement**  
**Insurance Requirements**

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
  
- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  
- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  
- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements.** Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
  - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
  - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
  - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
  - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

**Exhibit C**  
**Certificate of Exemption From**  
**Workers' Compensation Insurance**

I hereby certify that in the performance of the work for which the Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of the State of California.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, at Yuba City, California.

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 6, 2008  
**To:** Honorable Mayor & Members of the City Council  
**From:** Finance  
**Presentation By:** Robin Bertagna, C.P.A., Finance Director

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**Summary**

**Subject:** Financial Report for Quarter Ending March 31, 2008  
**Recommendation:** Note and File the Financial Report for Quarter Ending March 31, 2008  
**Fiscal Impact:** Informational item only

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**Analysis:**

The attached Financial Report has been prepared for City Council review for the Quarter Ending March 31, 2008.

**Fiscal Impact:**

Informational item only

**Alternatives:**

Not applicable

**Recommendation:**

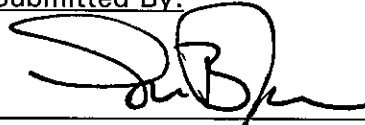
Staff recommends that the City Council note and file the Financial Report for Quarter Ended March 31, 2008.

Prepared By:



Robin Bertagna, C.P.A.  
Finance Director

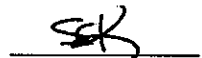
Submitted By:

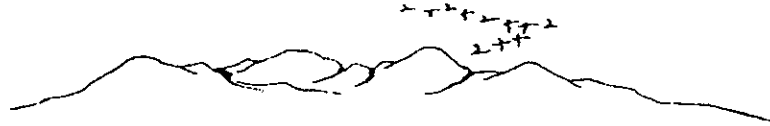


Steven R. Jepsen  
City Manager

Reviewed By:

Assistant City Manager





**Quarterly Financial Report**  
**For Quarter Ending 03/31/08**

May 6, 2008

**OVERVIEW**

With nine months of the fiscal year having passed, anticipated revenues and expenditures for the remainder of the year are generally known. Overall, year-end revenues are expected to be slightly less than budgeted, but with a change in the distribution of those revenues from what was originally budgeted. Expenditures are expected to be less than budgeted due to salary savings and savings from departmental material, supply and service accounts. Therefore, the year-end budget situation will be balanced for FY 2007-08.

**Adjusted Budgets.** The amounts listed as Budget include adjustments for encumbrances, carryovers and any supplemental appropriations or revenue budget adjustments made by the Council as of March 31, 2008. Revenue budget adjustments are typically made to record the receipt of grant funds.

**GENERAL FUND**

**General Fund Financial Condition.** With 75% of the year complete, General Fund revenues are at 56.7% of budget and expenditures are at 68.9%.

**General Fund**

	Budget	YTD Actual	Percent
Balance, Start of Year	4,447,085	4,447,085	-
Revenues	37,618,982	21,338,077	56.7%
Expenditures	(38,389,067)	(26,437,588)	68.9%
Balance	3,677,000	(652,426)	-

The revenues shown above may seem like they should more closely equal 75% since we are three-fourths of the way through the fiscal year. However, it is normal that they do not due to the timing in the receipt of the City's various revenue sources.

The budgeted expenditures shown above exceed revenues as they include encumbrance carryovers from FY 2006-07 of \$414,762 and supplemental appropriations funded from fund balance reserve or from grant revenues. Encumbrance carryovers are outstanding purchase orders as of June 30<sup>th</sup>. Encumbrances are liquidated and paid from the beginning fund balance as prior year budget monies are used to pay for them (as opposed to current year revenues). To date, roughly \$830,000 of

supplemental appropriations have been added to the FY 2007-08 budget.

At the end of the year, it is expected that revenues will still exceed expenditures as departments do not typically spend 100% of their allocated budget. The year-end projections that departments submitted along with their FY 2008-09 budget requests support this position.

In the YTD Actual shown above, the ending fund balance is negative for the general fund as of the end of the third quarter. This is typical for the general fund and indicates the cyclical cash flow pattern of revenues vs. expenditures.

**Revenues.**

The City's top ten revenues account for 94% of total General Fund revenues. As a whole, they provide a good summary of our revenue position. Overall, these key revenues are performing as projected based on payment schedules and past trends for the third quarter. Any significant variances are noted below.

Top Ten Revenues	Budget	Actual	% Received
Property Taxes	\$ 11,611,850	\$ 6,372,678	54.9%
Sales Tax	\$ 11,232,500	\$ 5,599,524	49.9%
Business Licenses	\$ 700,000	\$ 646,748	92.4%
Franchise Fees	\$ 1,448,400	\$ 453,512	31.3%
Hotel/Motel Surcharge	\$ 650,000	\$ 376,965	58.0%
Building Permits	\$ 1,500,000	\$ 609,513	40.6%
State Motor Vehicle	\$ 350,000	\$ 229,785	65.7%
CSA "G" Fire Contract	\$ 654,937	\$ 381,889	58.3%
Recreation Fees	\$ 1,133,713	\$ 664,342	58.6%
Operating Transfers	\$ 6,241,658	\$ 5,034,053	80.7%
<b>Total</b>	<b>35,523,058</b>	<b>20,369,009</b>	<b>57.3%</b>

▪ **Property Tax.** The first apportionment of FY 2007-08 taxes was received in January, 2008. The adopted budget included a 9% projected increase in secured property taxes while projecting a significant decrease in supplemental property taxes due to the slowing housing market and mortgage crisis. Total property tax revenues for FY 2007-08 are expected to be approximately 4.1% (\$475,000) more than originally budgeted.

The City does not expect the increase in property taxes to continue into FY 2008-09. While the City has continued to see growth in commercial assessed valuation, residential assessed values are experiencing declines due to Proposition 8 reassessment reductions.