

## **\*\*AMENDED AGENDA\*\***

**MAY 21, 2019**

**REGULAR MEETING  
CITY COUNCIL  
CITY OF YUBA CITY**

**5:00 P.M. CLOSED SESSION: BUTTE ROOM  
6:00 P.M. REGULAR MEETING: COUNCIL CHAMBERS**

<b>MAYOR</b>	<b>• Shon Harris</b>
<b>VICE MAYOR</b>	<b>• Manny Cardoza</b>
<b>COUNCILMEMBER</b>	<b>• Marc Boomgaarden</b>
<b>COUNCILMEMBER</b>	<b>• Grace Espindola</b>
<b>COUNCILMEMBER</b>	<b>• Dave Shaw</b>
<b>INTERIM CITY MANAGER</b>	<b>• Diana Langley</b>
<b>CITY ATTORNEY</b>	<b>• Shannon L. Chaffin</b>

**1201 Civic Center Blvd,  
Yuba City CA 95993**

***Wheelchair Accessible***



*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) 822-4817 at least 72 hours in advance so such aids or services can be arranged. **City Hall TTY: 530-822-4732***

**AMENDED AGENDA  
REGULAR MEETING  
CITY COUNCIL  
CITY OF YUBA CITY  
MAY 21, 2019  
5:00 P.M. – CLOSED SESSION  
6:00 P.M. – REGULAR MEETING**

Materials related to an item on this Agenda submitted to the Council 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.

**Public Comment:**

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session. Contact the City Clerk in advance of the closed session either in person at City Hall, by phone 822-4817, or email [cityclerk@yubacity.net](mailto:cityclerk@yubacity.net) to allow for time for testimony.

**Closed Session – Butte Room**

- A. Public Employee – Appointment/Employment (Pursuant to Government Code, § 54957.)  
Title: Permanent City Manager
- B. Conference with Real Property Negotiator (Government Code § 54956.8)  
Property: APN 54-010-039, 10.5 acres generally located east of Garden Highway and west of Levee Road, between Burns Drive and River Oaks Drive, to the south of the City's Waste Water Treatment Facility, Yuba City, California 95991  
Negotiator: Diana Langley, Interim City Manager  
Negotiating parties: Yuba City and the John M. Smith/The Marilee Smith Decedents Trust  
Under negotiation: Price and terms of payment.
- C. Confer with Real Property Negotiator (Government Code § 54956.8)  
Property: APN 59-010-119 located at the northwest corner of Poole and Civic Center and 59-120-001 located on the southwest corner of Civic Center and Butte House Road, Yuba City California 95993  
Negotiator: Diana Langley, Interim City Manager  
Negotiating parties: The Church of Jesus Christ of Latter Day Saints/Corporation of the Presiding Bishop  
Under negotiation: Price and terms of payment

**Regular Meeting—Council Chambers**

Call to Order

Roll Call:        \_\_\_\_\_ Mayor Harris  
                      \_\_\_\_\_ Vice Mayor Cardoza  
                      \_\_\_\_\_ Councilmember Boomgaarden

\_\_\_\_\_ Councilmember Espindola  
\_\_\_\_\_ Councilmember Shaw

Invocation

Pledge of Allegiance to the Flag

### **Presentations and Proclamations**

1. **Older Americans Month Proclamation**
2. **Mom's Matter Mental Health**
3. **Public Dispatchers Recognition Proclamation**
- 3a. **National Police Week Proclamation**
4. **National Public Works Week – May 19-25**
5. **Youth Commission Presentation**

### **Bid Opening**

#### **6. 2019 Resurfacing Project (Project Award)**

- Recommendation:
- A. Adopt a finding of Class 1 Categorical Exemption for the project per CEQA Guidelines Section 15301 (Existing Facilities)
  - B. Award Contract No. 18-09 2019 Resurfacing Project to VSS International, Inc. of West Sacramento, CA in the amount of their total bid of \$534,424.20
  - C. Authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

### **Ordinances**

#### **7. Yuba City Economic Development Commission Ordinance Amendment**

- Recommendation: Adopt Ordinance No. 01-19 Amending Sections 2-12.01 and 2-12.05 of Chapter 12 of Title 2 of the Yuba City Municipal Code – Economic Development Commission, and increasing the composition of members from five (5) to seven (7), waiving the second reading

### **Public Hearing**

#### **8. Research and Prevention Tobacco Tax Act Enforcement Grant, to include identification of problematic retailers, ordinance compliance inspections, educational training, and shoulder tap operations**

- Recommendation:
- A. Conduct a Public Hearing, and after consideration
  - B. Adopt a Resolution authorizing receipt, allocation and expenditure of the FY 2018-2021 Research and Prevention

Tobacco Tax Act of 2016 through the Department of Justice (DOJ), and approve expenditure recommendations

- C. Authorize a supplemental appropriation in the amount of \$53,895 to Account No. 100-43116 [Federal Law Enforcement Grant]

### **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.

#### **9. Written Requests**

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

#### **10. 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 three minutes

### **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

#### **11. Minutes of April 16, 2019**

Recommendation: Approve the City Council Meeting Minutes of April 16, 2019

#### **12. Temporary Transfer – Police Lieutenant (NET-5)**

Recommendation: Adopt a Resolution authorizing one temporary Police Lieutenant position and the promotion of Yuba City Police Sergeant (NET-5) to the temporary Police Lieutenant position

#### **13. City of Yuba City Planning Commissioner representation on the Sutter County Planning Commission**

Recommendation: Confirm the appointment of City of Yuba City's Planning Commissioner Dale Eyeler to the Sutter County Planning Commission and forward that confirmation to the Sutter County Board of Supervisors

#### **14. Professional Services Agreement with Denis Cook for Planning Consulting Services**

Recommendation: Authorize the City Manager to amend the existing Professional Services Agreement between the City of Yuba City and Denis Cook of Yuba City, CA, to increase the contract amount from \$47,500 to

\$87,500, subject to approval as to legal form by the City Attorney, with the finding that it is in the best interest of the City

**15. Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B\_10 (Carriage Square)**

Recommendation: Adopt a Resolution confirming and ordering annexation of Zone of Benefit B\_10 (Carriage Square) into Yuba City Lighting and Landscape Maintenance District No. 6 and establishing a levy of assessments for the annexed territory.

**16. Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B\_12 (Hilbers Corporate Headquarters)**

Recommendation: Adopt a Resolution confirming and ordering annexation of Zone of Benefit B\_12 (Hilbers Corporate Headquarters) into Yuba City Lighting and Landscape Maintenance District No. 6 and establishing a levy of assessments for the annexed territory

**17. Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B\_13 (Larson Orthodontics)**

Recommendation: Adopt a Resolution confirming and ordering annexation of Zone of Benefit B\_13 (Larson Orthodontics) into Yuba City Lighting and Landscape Maintenance District No. 6 and establishing a levy of assessments for the annexed territory

**18. Cooperative Agreement – City/County Road Projects**

Recommendation: Adopt a Resolution authorizing the execution of a Cooperative Agreement with the County of Sutter for the roadway and roadway component improvements associated with the Bogue Road Rehabilitation, Franklin Avenue Improvements, and Sanborn Road Improvement Improvements Projects

**General Items**

**19. Urban Forest Management Plan**

Recommendation: A. Award a Professional Services Agreement to Davey Resource Group of Kent, OH in the amount of \$226,234 to develop an Urban Forest Management Plan and perform a comprehensive tree inventory, with the finding that it is in the best interest of the City

B. Authorize the City Manager to enter into an agreement with Davey Resource Group on behalf of the City, in substantial compliance with the grant criteria and Scope of Work provided in the RFP process, subject to review and approval by the City Attorney

**20. Presentation of Investment Report – Quarter Ended March 31, 2019**

Recommendation: Note & File Quarterly Investment Report

**21. Consideration of the 2019-2020 Community Development Block Grant (CDBG) funding to applicants**

Recommendation: Provide staff with direction regarding proposed Program Year Funding for 2019-2020

**22. Additional Affordable Housing Capital Funding Deferred Loan of \$600,000 with the Regional Housing Authority for a 40 Unit Development at the Corner of Garden Highway and Miles Avenue**

Recommendation: Provide staff with direction regarding the Regional Housing Authority funding request

**23. Sutter County Board of Supervisors use of City Council Chambers**

Recommendation: Authorize the Mayor to execute an Agreement with Sutter County for the use of the Yuba City Council Chambers for two Board of Supervisor Meetings and two Sutter County Planning Commission Meetings per month

**24. Bogue Stewart Master Plan – Master Tax Exchange Agreement – Designation of Council Sub-Committee**

Recommendation: Designate two City Councilmembers to assist with negotiations of a Master Tax Exchange Agreement with Sutter County for a period of less than one year

**25. Wastewater Treatment Facility Biosolids Disposal**

Recommendation: Authorize the City Manager to negotiate a Side Letter Agreement with Recology Yuba-Sutter for the hauling and disposal of biosolids from the City's Wastewater Treatment Facility

**Business from the City Council**

**26. City Council Reports**

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Shaw
- Vice Mayor Cardoza
- Mayor Harris

**Adjournment**



# *Proclamation*

of the City Council

## **Older Americans Month 2019**

**WHEREAS**, nearly 21,000 residents of Yuba City and the surrounding area are now 60 years of age or older, representing twenty-one percent (21%) of the total population; and

**WHEREAS**, Yuba City is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and

**WHEREAS**, Yuba City recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and

**WHEREAS**, our local communities can enhance the lives of older Americans by:

- promoting home and community-based services that support independent living
- involving older adults in community events and other activities
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor

**NOW, THEREFORE BE IT RESOLVED**, that I, Shon Harris, Mayor of the City of Yuba City on behalf of the entire Council does hereby proclaim May 2019 to be Older Americans Month. We urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

Done on this 21st day of May, 2019 in the City of Yuba City, County of Sutter, State of California.



# *Proclamation*

of the City Council

## **MATERNAL MENTAL HEALTH MONTH 2019**

**WHEREAS**, over 1,285 babies are born in the County of Sutter each year and the maternal health and, more specifically, the mental health of women before, during, and after pregnancy is an issue of great concern to women and their families and is, therefore, of interest to the City of Yuba City; and

**WHEREAS**, between 10 and 20 percent of new and expectant mothers are affected by Perinatal Depression and related mood disorders such as anxiety and psychosis, and they may experience associated symptoms, which are often overlooked and heavily stigmatized because new and expectant mothers suffering from a perinatal mood disorder often feel confused, ashamed, and isolated; and

**WHEREAS**, many at-risk women may not seek help because they are not informed about Perinatal Depression and related mood disorders as part of their health care, because there is a lack of knowledge and use of screening and assessment tools, and because they are unaware of treatment and community supportive services for Perinatal Depression and related mood disorders; and

**WHEREAS**, heightened awareness and increased education among all residents in the City of Yuba City regarding the incidence of Perinatal Depression is critical; Perinatal Depression and related mood disorders affect all categories of women and teenage girls regardless of their age, race, or income level; Perinatal Depression can have a profound impact on the family and significantly contribute to adverse developmental and behavioral outcomes and attachment disorders in the young children of affected women; and Perinatal Depression is highly treatable with therapeutic intervention such as medication, professional therapy and counseling, support groups and community support services including the Blue Shift Project and crisis hotlines.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Shon Harris, Mayor of the City of Yuba City on behalf of the entire Council does hereby proclaim May 2019 as Maternal Mental Health Month in the City of Yuba City, and calls upon the citizens, government agencies, public and private institutions, and business to facilitate increased awareness and education about Perinatal Depression and related mood disorders throughout the City of Yuba City, to explore and encourage the use of prenatal screening tools, and to improve the availability and access to effective treatment, prevention and support services for the promotion of maternal and infant mental health in the City of Yuba City.





# *Proclamation*

of the City Council

## **Yuba City Police Department Communications Division**

### ***National Public Safety Telecommunicators Week***

**WHEREAS**, over one-half million dedicated men and women are engaged in the operation of emergency response systems for Federal, State and local government entities throughout the United States; and

**WHEREAS**, these individuals are responsible for responding to the telephone calls of the general public for police, fire and emergency medical assistance and for dispatching said assistance to help save the lives and property of our citizens; and

**WHEREAS**, Yuba City public safety dispatchers' daily serve the public in countless ways without due recognition by the beneficiaries of their services; and

**WHEREAS**, Yuba City public safety dispatchers service and dedication to duty has resulted in countless lives saved, injuries minimized and property damage reduced; and

**WHEREAS**, Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and

**WHEREAS**, Public Safety Dispatchers are the single vital link for our police and fire personnel by monitoring their activities by radio, providing them information and insuring their safety; and

**WHEREAS**, each dispatcher has exhibited compassion, understanding and professionalism during their performance on the job in the past year.

**NOW, THEREFORE BE IT RESOLVED**, that I, Shon Harris, Mayor of the City of Yuba City, on behalf of the entire Council and citizens we serve, do hereby recognize and honor the men and women whose diligence and professionalism keep our city and citizens safe.

Done on this 21st day of May, 2019 in the City of Yuba City, County of Sutter, State of California.

**Yuba City Police Department**  
***National Police Week***  
***May 12 - 18, 2019***

**WHEREAS**, in 1962 President John F. Kennedy signed a proclamation designating May 15<sup>th</sup> as Peace Officers' Memorial Day, an annual observance to honor the nation's fallen law enforcement officers as "men and women of courage, judgement and dedication;" and

**WHEREAS**, the calendar week in which it falls has been designated as National Police Week, a time of reflection and appreciation for the ultimate sacrifices made by the exceptionally dedicated men and women of law enforcement who were killed or disabled in the line of duty; and

**WHEREAS**, it is important that all citizens understand the challenges, duties and responsibilities of their police department and that the members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deceptions and the weak against oppression or intimidation; and

**WHEREAS**, the City of Yuba City is grateful for the day-to-day heroism of our officers, both past and present, as well as their families, who have given so much of their lives in service to our community; and

**NOW, THEREFORE BE IT RESOLVED**, that I, Shon Harris, Mayor of the City of Yuba City, on behalf of the entire Council and the citizens we serve, do hereby recognize and honor the men and women whose diligence and professionalism keep our city and citizens safe.

**FURTHER**, the City Council of the City of Yuba City wishes to honor all the police officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty. May we always remember their tremendous sacrifice and the loved ones they left behind.

Done on this 21st day of May, 2019 in the City of  
Yuba City, County of Sutter, State of California.



# *Proclamation*

of the City Council

## Public Works Week May 19-25, 2019

**WHEREAS**, the City of Yuba City Public Works Department is proud to create and maintain the vital infrastructure of the City, including construction and maintenance of transportation facilities, water treatment and supply, wastewater treatment and collection, and public facility development and stewardship; and

**WHEREAS**, the American Public Works Association established an annual commemoration of a National Public Works Week in 1960 to recognize, educate, and celebrate the role of public works in the community; and

**WHEREAS**, the 2019 APWA theme of “It Starts Here” honors the contributions that public works services have made to develop and maintain the building blocks of civilization, providing a higher quality of life through the diverse necessities and enhancements that make up a modern city; and

**WHEREAS**, each Public Works individual employee plays an essential part in the power of the Yuba City’s Public Works Department, but no single person can match the combined strength and ability of the unified department, for “None of Us Are as Strong as All of Us.”

**NOW, THEREFORE, BE IT RESOLVED**, that I, Shon Harris, Mayor of the City of Yuba City and on behalf of the entire City Council of the City of Yuba City, do hereby proclaim the week of May 19-25, 2019 as **Public Works Week**, and ask that citizens and civic organizations alike acquaint themselves with the issues involved in providing our public works and recognize the contributions that the men and women of Public Works make in our daily lives.

Done on this 21<sup>st</sup> day of May, 2019 in the City of Yuba City, County of Sutter, State of California.



# Youth Commission Presentation

The Youth Commission acts in an advisory capacity to the City Council, City Manager, and Parks and Recreation Department. This Commission is often referred to as the “City Council” for youth. The Commission recommends general policies involving recreation programs for our youth, foster involvement of youth in municipal government, and evaluates and seeks solutions to problems, activities and concerns of youth. The Youth Commission also puts on many events throughout the year that benefit youth in our community.

**The Youth Commission meets the  
3<sup>rd</sup> Wednesday of every month at 6:00 pm  
in the Sutter Room at City Hall**

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019

**To:** Honorable Mayor & Members of the City Council

**From:** Public Works Department

**Presented by:** Benjamin Moody, Interim Assistant Public Works Director

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**Summary**

**Subject:** 2019 Resurfacing Project (Project Award)

**Recommendation:** A. Adopt a finding of Class 1 Categorical Exemption for the project per CEQA Guidelines Section 15301 (Existing Facilities).

B. Award Contract No. 18-09 2019 Resurfacing Project to VSS International, Inc. of West Sacramento, CA in the amount of their total bid of \$534,424.20.

C. Authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.

**Fiscal Impact:** \$587,866.62 – Total Project Cost  
                           \$437,866.62 – CIP Account No. 1051 (Road Rehabilitation)  
                           \$150,000 – CIP Account No. 1213 (Residential Road Rehabilitation)

                          \$534,424.20 – Contract Award Amount  
                           \$26,721.21 – (5%) Construction Contingency  
                           \$26,721.21 – (5%) Construction Management

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**Purpose:**

To provide, repair, and maintain roadways throughout the City.

**Background:**

On April 16, 2019, City Council approved the plans and specifications for the 2019 Resurfacing Project and authorized the Public Works Department to advertise for bids. This maintenance project will repair City roadways with multiple rehabilitation methods including asphalt rubber cape seals and double-chip asphalt rubber cape seals on designated roadways. Repair methods were determined based on the condition of the roadway, road category, and cost efficiency. The streets included in the 2019 Resurfacing Project are shown in Areas A, B, and C on the Project Location Map (Attachment 1).

**Analysis:**

The 2019 Resurfacing Project was advertised for bids beginning April 22. Plans and specifications were provided to local builder/contractor exchanges. On May 7, 2019, two (2) bids were received

and opened in the City Clerk's office. A list of the bids received and the Engineer's Estimate are shown below.

<u>Company</u>	<u>Base Bid</u>	<u>Base + Bid Alternate</u>
<b>VSS International, Inc.</b>	<b>\$617,120.00</b>	<b>\$649,240.00</b>
American Pavement Systems, Inc.	\$797,355.65	\$870,564.10
<i>Engineer's Estimate</i>	<i>\$512,501.50</i>	<i>\$538,555.50</i>

VSS International is the low, responsible, responsive bidder.

The Engineer's Estimate for the total project cost was based on previous resurfacing projects where chip seal and slurry seal were utilized. A 15% increase from last year's unit prices for chip seal and slurry seal were added to cost estimates; however, with increases in prevailing wage rates, a strong economy, and a low bidding environment, this year's estimate is an approximate 35% increase over last year's costs.

To stay within programmed funding budgets, staff proposes to reduce the final contract amount. Staff is recommending removal of the eight (8) proposed ADA ramps and reconstruction, and a reduction in the quantity of asphalt rubber chip seal work on Poole Blvd. Proposed quantity adjustments will reduce the contract amount by \$114,815.80 with a final contract amount of \$534,424.20.

Project still meets minimum quantity requirements for CalRecycle Rubberized Pavement Grant Program reimbursement. All eight (8) of the 2019 Resurfacing Project ADA ramps will be packaged with the upcoming ADA Improvements Project, which will receive Federal Community Development Block Grant (CDBG) and Housing and Urban Development (HUD) funding.

Contract administration and inspection of the project will be performed by Public Works Department staff. Project construction is expected to begin early summer 2019 and be completed in late summer 2019.

**Fiscal Impact:**

Contract	\$534,424.20
Contingency	\$26,721.21
<u>Construction Management</u>	<u>\$26,721.21</u>
<b>Construction Total</b>	<b>\$587,866.62</b>

The estimated project cost is \$587,866.62. This estimate includes 5% contingency and 5% construction management. The project will be funded through CIP Account No. 1051 (Road Rehabilitation) in the approximate amount of \$437,866.62, and Account No. 1213 (Residential Road Rehabilitation) in the approximate amount of \$150,000. After project completion, the CalRecycle Rubberized Pavement Grant Program will reimburse the City approximately \$42,150.

**Environmental:**

Staff has performed a preliminary environmental assessment of the project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301, as the

maintenance applies to existing roadways. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

**Alternatives:**

1. Reject the bids and delay the project. Current bidding environment is very competitive. Staff does not believe delaying and rebidding the project will produce lower bids; or
2. Reject the bids and cancel the project. Canceling the project will delay rehabilitation of City roadways.

**Recommendation:**

- A. Adopt a finding of Class 1 Categorical Exemption for the project per CEQA Guidelines Section 15301 (Existing Facilities).
- B. Accept all bids, award the bid to the lowest responsive and responsible bidder, and enter into Contract No. 18-09 2019 Resurfacing Project with VSS International, Inc. of West Sacramento, CA in the amount of their total bid of \$534,424.20.
- C. Authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.

**Attachments:**

1. Project Location Map

Prepared by:

*/s/ Nick Menezes*  
Nick Menezes  
Assistant Civil Engineer

Submitted by:

*/s/ Diana Langley*  
Diana Langley  
Interim City Manager

Reviewed by:

Department Head

BM

Finance

RB

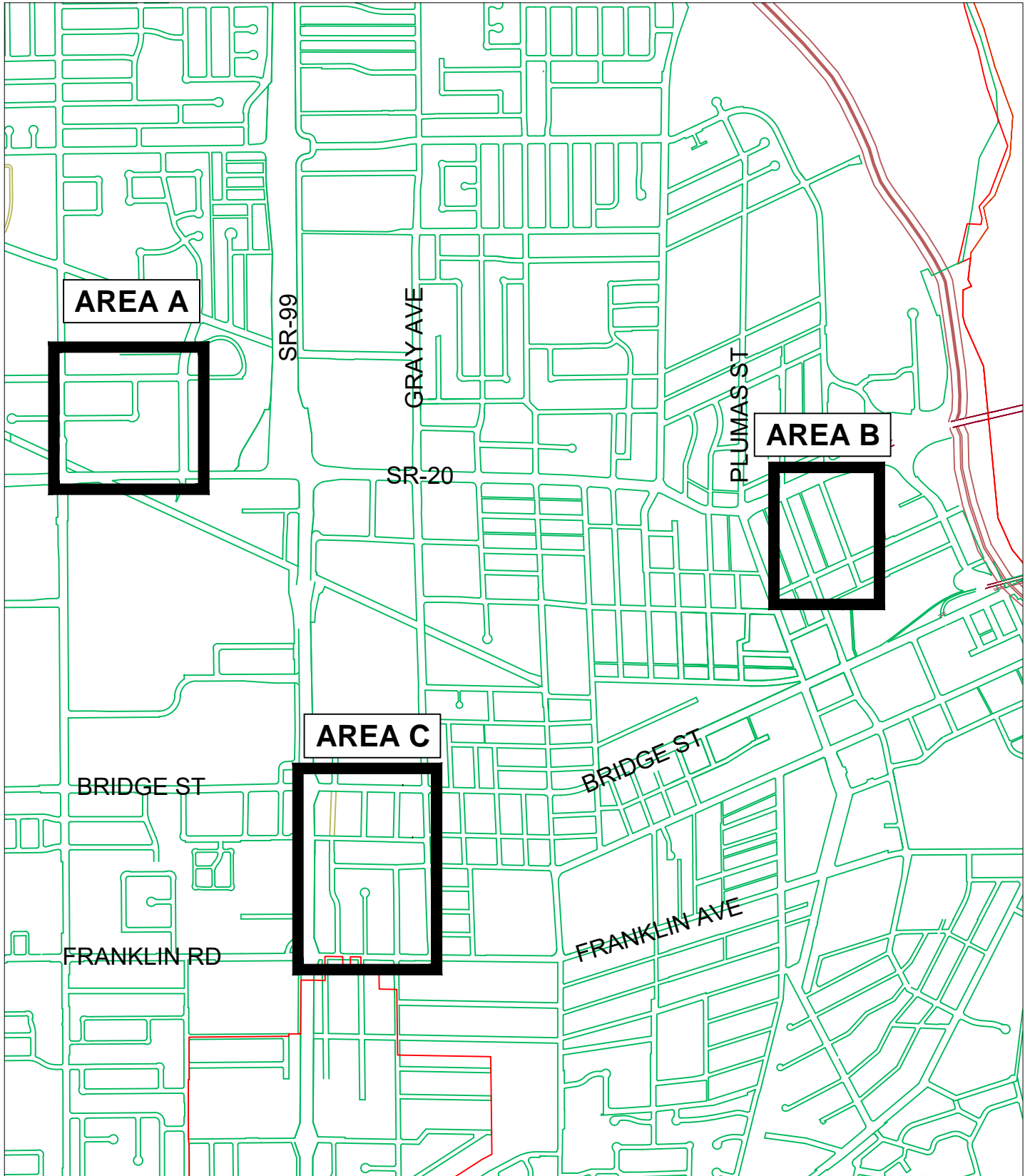
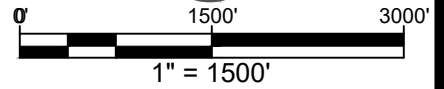
City Attorney

SLC by email

# ATTACHMENT 1



# 2019 RESURFACING PROJECT PROJECT LOCATION MAP



CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Administration  
**Presentation By:** Terrel Locke, Assistant to the City Manager

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**Summary**

**Subject:** Yuba City Economic Development Commission Ordinance Amendment  
**Recommendation:** Adopt Ordinance No. 01-19 Amending Sections 2-12.01 and 2-12.05 of Chapter 12 of Title 2 of the Yuba City Municipal Code – Economic Development Commission, and increasing the composition of members from five (5) to seven (7), waiving the second reading  
**Fiscal Impact:** None

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**Purpose:**

Amend the Economic Development Commission ordinance to increase membership to seven (7) commissioners.

**Background:**

In January 2008, the Council established an Economic Development Advisory Group comprised of 24 community members to develop a Strategic Plan for the City. The goal of the Advisory Group was to:

- Provide their perspective of the City's economic health, today and in the future
- Identify priorities
- Identify short-term, mid-term and long-term actions that can demonstrate success

The top three objectives recommended by the Advisory Group as related to the Physical, Economic, Social and Political environment of the City were:

1. Create a positive and inspiring self-image
2. Grow opportunities for well-paying jobs
3. Enhance the quality of life through collaborative and integrated actions

As a result of the Advisory Group recommendations, Council formed the Yuba City Economic Development Commission to provide ongoing counsel and oversight of the Economic Development Strategic Work Plan.

The Yuba City Economic Development Commission was established in September 2008. This Commission acts in an advisory capacity to the City Council, the City Manager, and the Deputy City Manager for Economic Growth & Public Affairs. Representatives from diverse businesses & industries are recommended to serve on the Commission, including: Education, Agriculture, Small Business, Banking, Real Estate, and Medical. The Commission is currently composed of 5 members serving for a period of 4 years.

**Analysis:**

It has been a little over ten years since the establishment of the Economic Development Commission and strategic work plan. In order to revitalize the mission of the Commission, Council is recommending increasing the membership to 7 members. It is also recommended to have the Commission meet monthly in the evening. With the adoption of the ordinance, the Commission will look as follows:

<b>Economic Development Commission</b>			
<b>Commissioner</b>	<b>Date Appointed</b>	<b>Term Begins</b>	<b>Term Ends</b>
Christine Ivory	01/17/17	01/01/17	02/28/21
Vinny Johl	01/17/17	01/01/17	02/28/21
Todd Remund	01/17/17	01/01/17	02/28/21
Margaret Fernandez	03/06/19	03/01/19	02/28/23
Stacy Brookman	03/06/19	03/01/19	02/28/23
Vacant (new position)			02/28/23
Vacant (new position)			02/28/23

**Fiscal Impact:**

None. The Economic Development Commission is an advisory commission and is not compensated.

**Recommendation:**

Adopt Ordinance No. 01-19 Amending Sections 2-12.01 and 2-12.05 of Chapter 12 of Title 2 of the Yuba City Municipal Code – Economic Development Commission, and increasing the composition of members from five (5) to seven (7), second the first reading.

**Attachment:**

A. Proposed Ordinance amendment – Economic Development Commission

**Prepared by:**

*/s/ Terrel Locke*  
Terrel Locke  
Assistant to the City Manager

**Submitted by:**

*/s/ Diana Langley*  
Diana Langley  
Interim City Manager

**Reviewed by:**

Finance  
  
City Attorney

RB  
  
SLC by email

**ATTACHMENT A**  
**ECONOMIC DEVELOPMENT COMMISSION ORDINANCE**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AMENDING SECTIONS 2-12.01 AND 2-12.05 OF CHAPTER 12 OF TITLE 2  
OF THE YUBA CITY MUNICIPAL CODE REGARDING THE ECONOMIC  
DEVELOPMENT COMMISSION**

WHEREAS, The Yuba City Economic Development Commission was established by the City Council in September 2008; and

WHEREAS, this Commission acts in an advisory capacity to the City Council, the City Manager, and the Deputy City Manager for Economic Growth & Public Affairs. Representatives from diverse businesses and industries are recommended to serve on the Commission, including: education, agriculture, small business, banking, real estate, and medical; and

WHEREAS, the Commission is currently composed of 5 members serving for a period of 4 years; and

WHEREAS, the City Council desires to increase the number of members service on the Commission from 5 to 7 members.

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

**Section 1.** The proposed ordinance was assessed in accordance with the authority and criteria contained in CEQA, the State CEQA Guidelines (“CEQA Guidelines”), and the environmental regulations of the City. The City Council finds and determines that the proposed ordinance is not a “project” for the purposes of CEQA and consistent with CEQA Guidelines Section 15378, as it is an organizational or administrative activity of the City that will not result in direct or indirect physical changes in the environment. Therefore, the proposed ordinance is not subject to CEQA.

**Section 2.** Section 2-12-01 of Chapter 12 of Title 2 of the Yuba City Municipal Code is amended to read in its entirety as follows:

Section 2-12.01 – Creation/Membership

The City of Yuba City Economic Development Commission is hereby established. It shall be composed of ~~five (5)~~ seven (7) members confirmed by the City Council. The City Council may choose to appoint one (1) alternate member to the Commission, who would serve normally as a nonvoting member. In the absence of a regular member of the Commission, the alternate member shall take the absent individual’s seat and have the right to vote. The City Manager or his/her designee shall be an ex officio member and shall serve as Secretary of the Commission. All members of the Commission except ex officio members shall have the right to vote.

**Section 3.** Section 2-12-05 of Chapter 12 of Title 2 of the Yuba City Municipal Code is amended to read in its entirety as follows:

Section 2-12.05 – Procedures

The Economic Development Commission may adopt rules of procedure, determine the order of business for its meetings, time and place, and conduct of its members. ~~Three (3)~~ Four (4) members of the Economic Development Commission shall constitute a quorum for the transaction of business.

**Section 4.** If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

**Section 5** This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the \_\_\_\_ day of \_\_\_\_ 2019 and adopted at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_ 2019.

AYES:

NOES:

ABSTAIN:

\_\_\_\_\_  
Shon Harris, Mayor

Attest:

\_\_\_\_\_  
Patricia Buckland, City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney  
Aleshire & Wynder, LLP

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Police Department  
**Presentation By:** Brian Thornton, Patrol Sergeant

**Summary**

**Subject:** Research and Prevention Tobacco Tax Act Enforcement Grant, to include identification of problematic retailers, ordinance compliance inspections, educational training, and shoulder tap operations

**Recommendation:** A. Conduct a Public Hearing, and after consideration;  
 B. Adopt a Resolution authorizing receipt, allocation and expenditure of the FY 2018-2021 Research and Prevention Tobacco Tax Act of 2016 through the Department of Justice (DOJ), and approve expenditure recommendations;  
 C. Authorize a supplemental appropriation in the amount of \$53,895 to Account No. 100-43116 [Federal Law Enforcement Grant].

**Fiscal Impact:** \$53,895 to Account No. 100-43116 – No City match required.

**Purpose:**

To accept a no-match grant from the California Department of Justice to further the City's tobacco education and enforcement efforts.

**Background:**

In October 2018, the Yuba City Police Department submitted for the Research and Prevention Tobacco Tax Act Enforcement Grant offered by the California Department of Justice. In December 2018 the Department received award notification for the grant with authorization to receive funds in the amount of \$53,895. No matching funds are required by the City of Yuba City to accept the grant. This grant runs in accordance with the fiscal years 18/19, 19/20, and 20/21 (07/01/18-06/30/21) and would not continue without future applications and approval for the grant.

**Analysis:**

For many years, the Department has had a positive working relationship with the California Department of Justice but have not been awarded the Research and Prevention Tobacco Tax Act Enforcement Grant. This grant will allow the department to continue to combat underage tobacco use in our community. This will include identification of problematic retailers, ordinance compliance inspections, educational training, and shoulder tap operations. These operations deploy officers within the City with a primary goal of reducing underage tobacco smoking and tobacco use through targeting individuals who would choose to assist in minors obtaining tobacco. This would include the person(s) or establishment(s) who knowingly provided tobacco to minors.

The goal of the grant is to reduce the number of underage tobacco users and those that provide the tobacco to minors through education and enforcement of established laws. "Best practice" strategies will be conducted on an overtime basis. The funded strategies include ordinance compliance and inspections of retail establishments, shoulder tap operations utilizing underage decoys, and law enforcement roll call trainings. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. The California Department of Justice has designed these operations and the funding for them to be done in addition to our daily duties, thus making an additional impact on tobacco enforcement.

**Fiscal Impact:**

The City will be reimbursed \$53,895 from the California Department of Justice. No matching funds are required for this grant. Funds will be drawn down through Account No. 100-43116 [Federal Law enforcement Grant] and expended for division 2187 for personnel overtime costs, for travel and training, and for direct costs associated with the grant.

**Alternatives:**

Do not accept the grant and / or direct staff to research alternatives.

**Recommendation**

- A. Adopt a Resolution authorizing the Chief of Police to accept \$53895 in grant funding from The Research and Prevention Tobacco Tax Act of 2016 through the California Department of Justice (DOJ), and approve expenditure recommendations associated with identifying and deterring violations involving underage tobacco use and/or sales.
- B. Authorize supplemental appropriations in the amount of \$53,895 to revenue account no. 100-43116 [Federal Law Enforcement Grant] and to division 2187 for travel, training, and supplies.

*Note: Public Hearing notification requirements have been met.*

**Attachment**

- 1. Resolution

**Prepared By:**

*/s/ Brian Thornton*

Brian Thornton  
Patrol Sergeant

**Submitted By:**

*/s/ Diana Langley*

Diana Langley  
Interim City Manager

**Reviewed By:**

Department Head  
Finance  
City Attorney

RL  
RB  
SLC by email



# ATTACHMENT 1

**RESOLUTION NO. \_\_\_\_\_**  
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY**  
**AUTHORIZING RECEIPT, ALLOCATION AND EXPENDITURE, OF THE FY**  
**2018-2021 RESEARCH AND PREVENTION TOBACCO TAX ACT OF 2016**

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

WHEREAS, THE Yuba City Council desires to undertake a certain project designated as Research and Prevention Tobacco Tax Act of 2016 to be funded in part from funds made available through the California Department of Justice (DOJ).

NOW, THEREFORE, BE IT RESOLVED that the Chief of Police of the City of Yuba City is authorized, on its behalf to execute a contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto subject to approval as to legal form by the City Attorney.

The contract with the State may provide that any liability arising out of the performance of the agreement, including civil court actions for damages, shall be the responsibility of the City as grant recipient and the authorizing agency. The contract may further provide that the State of California disclaims responsibility for such liability, and the award of the grant is not subject to local hiring freezes.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

The City Council approves staff-recommended expenditures under grant to allow for the combating of underage tobacco use in the Yuba City community, including identification of problematic retailers, ordinance compliance inspections, educational training, and shoulder tap operations.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Yuba City Council of Yuba City in a meeting thereof held on May 21, 2019, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Shon Harris, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Buckland, City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney  
Aleshire & Wynder, LLP

## CITY OF YUBA CITY

**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.

Procedure

Complete a Speaker Card located in the lobby and give to the Clerk. When a matter is announced, wait to be recognized by the Mayor. Comment should begin by providing your name and place of residence. A three-minute limit is requested when addressing Council.

- For Items on the Agenda

Public comments on items on the agenda are taken during Council's consideration of each agenda item. If you wish to speak on any item appearing on the agenda, please note the number of the agenda item about which you wish to speak. If you wish to speak on more than one item, please fill out a separate card for each item.

- Items not listed on the Agenda

Public comments on items not listed on the agenda will be heard during the Public Communication portion of the meeting.

CITY OF YUBA CITY

**Written Requests**

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

Procedure

When requesting to speak, please indicate your name and the topic and mail to:

City of Yuba City  
Attn: City Clerk  
1201 Civic Center Blvd  
Yuba City CA 95993

Or email to:

Patricia Buckland      [cityclerk@yubacity.net](mailto:cityclerk@yubacity.net)

The Mayor will call you to the podium when it is time for you to speak.

**MINUTES (draft)  
REGULAR MEETING  
CITY COUNCIL  
CITY OF YUBA CITY  
APRIL 16, 2019  
5:00 P.M. – CLOSED SESSION  
6:00 P.M. – REGULAR MEETING**

**Regular Meeting—Council Chambers**

**Call to Order**

The Regular Meeting of the City Council was called to order by Mayor Harris at 5:05 p.m.

**Roll Call:**

Present: Mayor Harris and Councilmembers Boomgaarden, Cardoza, Espindola and Shaw

**Public Comment:**

None.

Mayor Harris adjourned to Closed Session at:

**Closed Session – Butte Room**

- A. Conference with Legal Counsel: Anticipated Litigation (Pursuant to Government Code § 54956.9(d)(2) and (3) One Potential Case
- B. Conference with Labor Negotiators (Pursuant to Government Code, § 54957.6.) Agency designated representatives: Diana Langley, Interim City Manager Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers; Mid Managers; Sworn Mid Managers; and Public Employees Local No. 1 Unrepresented employees: Confidential Employees; Executive Services Employees

**Regular Meeting—Council Chambers**

**Call to Order**

The Regular Meeting of the City Council was called back to order by Mayor Harris at 6:04p.m.

**Roll Call:**

Present: Mayor Harris and Councilmembers Boomgaarden, Cardoza, Espindola and Shaw

**Pledge of Allegiance to the Flag**

The Pledge of Allegiance was led by Vice Mayor Cardoza

**Invocation**

The invocation was provided by Mr. George Barlow.

City Attorney Chaffin stated that there were not reportable actions from Closed Session.

Mayor Harris stated that Item 12 has been pulled from the Agenda by request of staff.

### **Presentations and Proclamations**

**1. Child Abuse Prevention Month Proclamation**

Casa de Esperanza Executive Director, Marsha Krouse-Taylor, accepted the proclamation

**2. Planning Commissioner John Sanbrook Proclamation**

Planning Commissioner John Sanbrook was presented with a proclamation for his long term service to Yuba City and the community.

**3. Economic Development Corporation Presentation**

Brynda Stranix, President/Chief Operating Officer and Economic Development District Director of the Yuba Sutter Economic Development Corporation gave the presentation.

**4. Digital Front Door Presentation**

City Analyst George Barlow, presented on behalf of the Digital Front Door Team.

### **Ordinances**

**5. Yuba City Economic Development Commission Ordinance Amendment**

The following person spoke:

Elaine Miles of Yuba City spoke on this item.

Councilmember Boomgaarden moved to introduce an Ordinance Amending Sections 2-12.01 and 2-12.05 of Chapter 12 of Title 2 of the Yuba City Municipal Code – Economic Development Commission, and increasing the composition of members from five (5) to seven (7), waiving the first reading. Councilmember Shaw seconded the motion that passed with a unanimous vote.

### **Public Communication**

**6. Written Requests - none**

**7. Appearance of Interested Citizens**

David Kuhnen of Yuba City invited Council to tour the Oakland LDS temple.

### **Consent Calendar**

Items 9 and 10 were removed from the consent item for discussion. Item 9 by Councilmember Shaw and Item 10 by Mike Short.

Councilmember Cardoza moved to adopt Items 8 and 11. Councilmember Shawn seconded the motion that passed with a unanimous vote.

**8. Minutes of April 2, 2019**

Approved the City Council Meeting Minutes of April 2, 2019.

**11. Water Treatment Plant Pump Repair Award**

Authorized the City Manager to execute a contract agreement with Commercial Pump & Mechanical, Inc. of Chico, CA in the amount of \$75,000 for the repair of Water Treatment Plant Waste Pumps No. 19 and No. 20, with the finding that it is in the best interest of the City.

**9. Recognizing the Importance of the 2020 Census**

The following persons spoke:

Larry Mertz, Yuba City  
Larry Virga, Sutter County  
Carla Virga, Sutter County  
Terry Thompson, Yuba City

Councilmember Cardoza moved to not adopt the resolution at this time and bring back to Council after the Supreme Court rules on the citizenship question. Councilmember Shaw seconded the motion that was approved by unanimous vote.

**10. Contract Contingency Analysis**

The following person spoke:

Mike Short of Yuba City stated that he withdrew his request to speak

Councilmember Shaw moved to direct staff to provide individual and deliberate contingency requests for Capital Improvement Program and other public works projects. Councilmember Cardoza seconded the motion that was approved by unanimous vote.

**General Items**

**12. Modifications to Finance Department Organizational Chart authorized budget positions**

Pulled from agenda by request of Staff.

**13. 2017 Storm Damage Repairs to Yuba City Intake Access Road and Discharge Ponds – Preparation of Construction Contract Documents**

Option 'A' concerning the Water Intake Access Road was pulled by staff pending further information.

Councilmember Cardoza moved to adopt **Resolution No. 19-025** awarding a Professional Services Agreement to Jacobs of Sacramento, CA in the amount of \$230,000 to prepare construction contract and environmental documents for the 2017 Storm Damages to Wastewater Treatment Facility's Discharge Ponds Repair Project, with the finding that it is in the best interest of the City. Councilmember Boomgaarden seconded the motion that passed with a unanimous vote.

**14. 2019 Resurfacing Project (Plans & Specifications)**

The following person spoke:

Mike Short, Yuba City

Councilmember Espindola moved to adopt **Resolution No. 19-026** approving the Plans and Specifications for the 2019 Resurfacing Project and authorizing advertisement for bids on the project

**15. Consideration of the 2019-2020 Community Development Block Grant (CDBG) funding to applicants**

The following person spoke:

Gus Becerra, Regional Housing Authority

Noted & Filed.

**Business from the City Council**

**16. California Public Employees' Retirement System (CalPERS) Unfunded Liability Ad-Hoc Committee**

Mayor Harris and Councilmember Shaw volunteered to serve on the CalPERS Unfunded Liability Committee.

The following persons spoke:

Phil Treanor, Yuba City

Thomas Burns, Yuba City

Mike Short, Yuba City

Rick Dias, Live Oak

Elaine Miles, Yuba City

Pat Miller, Yuba City

**17. City Council Reports**

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Shaw
- Vice Mayor Cardoza
- Mayor Harris

**Adjournment**

Mayor Harris adjourned the Regular Meeting of the City Council at 9:12 p.m. in honor of all Enrolled Agents who survived Tax Season.



CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Human Resources  
**Presentation By:** Robert D. Landon, Police Chief

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**Summary**

**Subject:** Temporary Position – Police Lieutenant (NET-5)

**Recommendation:** Adopt a resolution authorizing one temporary Police Lieutenant position and the promotion of Yuba City Police Sergeant (NET-5) to the temporary Police Lieutenant position

**Fiscal Impact:** Estimated fiscal impact is \$5,000 – Not to exceed \$7,500 (including retroactive pay and future salary obligations to Police Sergeants holding this temporary assignment with NET-5). Salary increase does not exceed current NET-5 budget allocation. Anticipated increase in unfunded liability for CalPERS

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**Purpose:**

Provided temporary leadership to NET-5 operations and staff during the transitional period.

**Background:**

The City of Yuba City Police Department is a member of a joint narcotics task force called NET-5, which serves the Yuba-Sutter area. NET-5 exclusively targets illegal drug use, possession, manufacturing and sales. Other members of the task force include the Marysville Police Department, Sutter County Sheriff's Department, California Highway Patrol, and the State Bureau of Narcotics Enforcement. This partnership allows the City of Yuba City to have a greater impact on drug activity in the local area.

The position of NET-5 Commander became vacant December 13, 2018. Due to this staffing change, a decision regarding interim leadership for NET-5 was critical and time sensitive. Until the NET-5 Commander position can be filled on a permanent basis, the Yuba City Police Department Sergeant assigned to NET-5 will assume additional leadership responsibilities in order to maintain seamless task force operations during this time. Sutter County has taken the lead on the recruitment and the process for selecting a new NET-5 Commander is underway.

**Analysis:**

Because the additional duties assigned to the NET-5 Sergeant extend beyond the scope of the Sergeant job description and standard NET-5 responsibilities, staff is requesting an additional (temporary) Lieutenant position until the NET-5 Commander position can be filled on a permanent basis.

The Police Department does not have a vacant Police Lieutenant position. The FY 18-19 budget includes two permanent Lieutenant positions and one limited term Lieutenant position. These positions are held by three active employees. Staff recommends that Yuba City Police Sergeants assigned to NET-5 be compensated at the requested temporary Lieutenant rate for the duration of the temporary (interim) leadership assignment with NET-5. Retroactive acting pay and temporary transfer pay per the Sergeant's Letter of Understanding and Rules and Regulations, 1.14, D will be calculated and paid beginning December 13, 2018.

**Fiscal Impact:**

The estimated fiscal impact of this temporary position is \$5,000 – Not to exceed \$7,500 (including retroactive pay and future salary obligations to Police Sergeants holding this temporary assignment with NET-5). This additional cost does not exceed the current NET-5 budget allocation. However, the City should anticipate an increase in CalPERS unfunded actuarial pension liabilities based on past years of service credit. The actual long-term impact cannot be determined by staff and would require an actuary to calculate based on life expectancy, etc.

**Alternatives:**

Do not authorize and provide direction to staff.

**Recommendation:**

Adopt a resolution authorizing the addition of a temporary (interim) Lieutenant position effective December 13, 2018 until a permanent NET-5 Commander is assigned.

Attachments:

- Resolution

Prepared By:

*/s/ Ciara Wakefield*

Ciara Wakefield  
Administrative Analyst II

Submitted By:

*/s/ Diana Langley*

Diana Langley  
Interim City Manager

Reviewed By:

Human Resources

Finance

City Attorney

NS

RB

SLC by email

# ATTACHMENT A

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING A TEMPORARY POLICE LIEUTENANT POSITION AND THE TRANSFER OF  
A POLICE SERGEANT TO THE TEMPORARY POLICE LIEUTENANT POSITION**

WHEREAS, ongoing drug enforcement in our community is an important issue for the City Council, City Management and citizens; and

WHEREAS, the City of Yuba City is a member of NET-5, a joint narcotics task force;

WHEREAS, in support of our NET-5 partnership and in order to provide seamless operations during the recruitment of permanent NET-5 staff;

WHEREAS, NET-5 has a vacancy in the Commander position and is actively recruiting for a replacement;

WHEREAS, an existing Yuba City Police Department Sergeant is assigned to NET-5 and has been assuming NET-5 Commander duties;

WHEREAS, the Police Department does not have a vacant Lieutenant position to temporarily promote the Sergeant assigned to NET-5 during the NET-5 Commander recruitment;

WHEREAS, the NET-5 Sergeant will temporarily provide leadership to NET-5 as a Lieutenant until the Commander position can be filled on permanent basis;

WHEREAS, it is in the best interest of the City and community to transition the existing Yuba City Police Department Sergeant (currently assigned to NET-5) to a temporary Lieutenant position in order to maintain NET-5 operations until the Commander position is filled;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City as follows:

The Finance Department is hereby authorized to temporarily add one Police Lieutenant position and the Police Department is authorized to promote the NET-5 assigned Sergeant to the temporary Police Lieutenant position. Additionally, acting pay and temporary transfer pay will be paid retroactively to ensure both the Sergeant's Letter of Understanding and Rules and Regulations are applied appropriately.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 21st day of May 2019.

AYES:

NOES:

ABSENT:

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Shon Harris, Mayor

ATTEST:

---

Patricia Buckland, City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

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Shannon Chaffin, City Attorney  
Aleshire & Wynder, LLP

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Development Services Department  
**Presentation By:** Darin Gale, Interim Development Services Director

---

**Summary**

**Subject:** City of Yuba City Planning Commissioner representation on the Sutter County Planning Commission.

**Recommendation:** Confirm the appointment of Yuba City Planning Commissioner Dale Eyeler to the Sutter County Planning Commission and forward that confirmation to the Sutter County Board of Supervisors.

**Fiscal Impact:** None.

---

**Purpose:**

To select a member of the Yuba City Planning Commission to serve on the Sutter County Planning Commission.

**Background:**

It is necessary for local and county governmental bodies to cooperate on various projects that impact both jurisdictions. To foster dialogue and create an awareness of development in both jurisdictions, a member of the Yuba City Planning Commission serves as a representative on the Sutter County Planning Commission. Conversely, a member of the Sutter County Planning Commission serves on the Yuba City Planning Commission. In this way, the interests, perspectives and priorities of each jurisdiction are voiced and considered, resulting in more informed decision making. These projects include regional environmental analysis, the expansion of infrastructure, the conversion of agricultural land to urban uses, and the distribution of natural resources. At its April 24th, 2019 meeting, the Yuba City Planning Commission Chair, Dale Eyeler, was selected by his fellow Commissioners to serve on the Sutter County Planning Commission.

**Analysis:**

The City of Yuba City Planning Commission by-laws require that the Planning Commission's recommendation be transmitted to the City Council who, in turn, shall forward that recommendation to the Board of Supervisors.

**Fiscal Impact:**

None.

**Recommendation:**

Confirm the appointment of Dale Eyeler, Chair of the Yuba City Planning Commission, to the Sutter County Planning Commission and forward said recommendation to the Sutter County Board of Supervisors.

Prepared By:

*/s/ Vicrim Chima*

Vicrim Chima  
Planning Manager

Submitted By:

*/s/ Diana Langley*

Diana Langley  
Interim City Manager

**Reviewed By:**

Department Head

DG

Finance

RB

City Attorney

SLC by email

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Development Services Department  
**Presentation by:** Darin Gale, Interim Development Services Director

---

**Summary**

**Subject:** Professional Services Agreement with Denis Cook for Planning Consulting Services.

**Recommendation:** Authorize the City Manager to amend the existing Professional Services Agreement between the City of Yuba City and Denis Cook of Yuba City, CA, to increase the contract amount from \$47,500 to \$87,500, subject to approval as to legal form by the City Attorney, with the finding that it is in the best interest of the City.

**Fiscal Impact:** \$40,000 – Account No. 1910-62701

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**Purpose:**

Extending the current contract by \$40,000 with Denis Cook to continue providing Consulting guidance to Development Services.

**Background:**

Denis Cook was the City's Development Services Director and for the past five years provided a variety of contracting planning services to the City. Many jurisdictions use outside planning consulting firms to assist on a variety of projects to ensure timely processing of entitlements and other planning relates services.

**Analysis:**

Recently the Development Services Department hired a new Planning Manager, however that position was vacant for over a year and the City utilized Mr. Cook to assist with a variety of entitlements and planning projects. Mr. Cook is currently assisting the City with the Bogue Stewart Master Plan, El Margarita Master Plan, Central City Specific Plan Update, drafting CEQA documents and other general planning purposes.

Each of these projects continue to be a priority for the City and our current contract is running out of funding. In order to continue processing the projects mentioned above in a timely manner we need to increase the existing contract with Mr. Cook originally approved for \$47,500 to \$87,500.

**Fiscal Impact:**

The cost to increase the existing contract is \$40,000. There is sufficient salary savings in the Planning Division budget to cover the costs due to the department recently filling the Planning Manager position and the Administrative Analyst position being vacant from July to November.



**Alternatives:**

Direct staff to obtain proposals from other Planners.

**Recommendation:**

Authorize the City Manager to amend the existing Professional Services Agreement between the City of Yuba City and Denis Cook of Yuba City, CA, to increase the contract amount from \$47,500 to \$87,500, subject to approval as to legal form by the City Attorney, with the finding that it is in the best interest of the City.

**Attachments:**

- A. Denis Cook – Agreement for Professional Services
- B. Amendment to Agreement

**Prepared by:**

*[/s/ Jaspreet Kaur](#)*

Jaspreet Kaur  
Analyst

**Submitted by:**

*[/s/ Diana Langley](#)*

Diana Langley  
Interim City Manager

**Reviewed by:**

Department Head

[DG](#)

Finance

[RB](#)

City Attorney

[SLC by email](#)

# ATTACHMENT A

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **February 1, 2019**, by and between the City of Yuba City, a municipal corporation ("City") and **Denis Cook** ("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 services in a professional manner.

OR

**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 **\$47,500** 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.

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



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:  \_\_\_\_\_

**Darin Gale**  
**Interim Development Services Director**

**Denis Cook**  
**Planning Consultant**

Attachments:      Exhibit A – Scope of Services  
                            Exhibit B - Insurance Requirements

## **ATTACHMENT B**



AMENDMENT NO. 1 TO THE STANDARD AGREEMENT  
Denis Cook

Mr. Denis Cook  
P.O. Box 3255  
Yuba City, CA 95992

SUBJECT: Planning Consultant Agreement

This Amendment to the Standard Agreement with Denis Cook dated February 1, 2019 (“Amendment”) is made and entered into as of the \_\_\_\_ day of May 2019 by and between the City of Yuba City (“City”) and Denis Cook (“Contractor”).

**RECITALS**

Whereas, by Standard Agreement with Denis Cook dated February 1, 2019 (“Prime Agreement”), City awarded to Contractor for planning consultant for \$47,500.00; and

Whereas, the Parties desire to amend the Prime Agreement to include Contractor’s additional compensation for the amended scope of services in the amount of \$40,000, for a contract total of \$87,500, and to amend the Prime Agreement to modify terms as set forth herein.

**A G R E E M E N T**

In consideration of the foregoing Recitals and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Contractor agree as follows:

1. The paragraph of Section 3. Compensation of the first page of the Prime Agreement is amended as follows, with ~~strikethrough~~ text indicating deleted text and underline text indicating added text:

**In no event shall Consultant’s compensation exceed \$87,500 (~~\$47,500.00~~) without additional written authorization from the City.**

2. A copy of the Prime Agreement is attached hereto as Exhibit A and, except as otherwise amended in Section 1 of this Amendment, is incorporated as though set forth in full herein.
3. Except as expressly provided in this Amendment, all other terms and conditions of the Prime Agreement shall remain in full force and effect.

## Development Services



4. This Amendment is not effective until approved and executed by the authorized City representative.

IN WITNESS WHEREOF, the Parties hereto executed this Amendment to be effective as of the Effective Date first written above.

CITY OF YUBA  
a municipal corporation

CONTRACTOR  
Denis Cook

\_\_\_\_\_  
Diana Langley, Interim City Manager

\_\_\_\_\_  
Name: Denis Cook  
Title: Planning Consultant

Approved as to legal form:

\_\_\_\_\_  
Shannon Chaffin, City Attorney

Kindly execute the original and two (2) copies and return to City Hall at 1201 Civic Center Boulevard, Yuba City, CA 95993; the City will return a fully-executed copy to you via mail for your files.

**Development Services**



**EXHIBIT A**

**Standard Agreement**

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Benjamin Moody, Interim Assistant Public Works Director

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**Summary**

**Subject:** Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B\_10 (Carriage Square)

**Recommendation:** Adopt a resolution confirming and ordering annexation of Zone of Benefit B\_10 (Carriage Square) into Yuba City Lighting and Landscape Maintenance District No. 6 and establishing a levy of assessments for the annexed territory.

**Fiscal Impact:** \$127.52 per parcel, \$637.60 total for Zone of Benefit B\_10 annually through levies, subject to inflation.

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**Purpose:**

To establish an assessment district to fund the operation, maintenance, and administration of streetlights associated with the Carriage Square development.

**Background:**

As part of the Conditions of Approval for the Carriage Square Development at 1240, 1250, 1260, 1270, and 1280 Bridge Street, the owner has been required to construct streetlights along Bridge Street and enter into a maintenance district. The maintenance district will fund the ongoing costs for the operation and maintenance of the street lighting system for the proposed parcels.

The proposed Lighting and Landscape Maintenance District (LLMD) will provide the funds for operating and maintaining two (2) LED-type streetlights along the south side of Bridge Street, located east of the new development.

The City has created and modified several LLMDs that encompass many commercial projects and subdivisions over the past few years.

The process of annexing a new Zone of Benefit within an existing LLMD consists of adopting multiple City Council Resolutions, holding notices of hearings, and observing rights of majority protests.

### **Analysis:**

The public notice procedure can be waived and an expedited process can be substituted if the property owners requesting to be annexed into the District request to waive the process. The expedited process consists of the City Council adopting a single resolution which confirms and orders the annexation of the new Zone of Benefit into the existing district, while ordering a levy of assessments for said Zone of Benefit. The levy amounts have been established by City staff through the creation of an Engineer's Report for the Zone of Benefit. The Engineer's Report contains a detailed estimate of annual costs to energize and maintain the streetlights within the Zone of Benefit. (Attachment 2)

Once the resolution has been adopted, the City will file the Engineer's Report with the City Clerk. The information will then be provided to the Sutter County Auditor-Controller so that the properties can be assessed accordingly.

The owners of Carriage Square have requested to waive the public hearing proceedings, which has allowed the City to utilize the expedited process in order to annex Zone of Benefit B\_10 into District No. 6.

### **Fiscal Impact:**

Revenue from the assessed parcels is to be used to provide maintenance services and district administrative costs. The Engineer's Report for the Yuba City Lighting and Landscape Maintenance District No. 6 Zone of Benefit B\_10 has determined that the annual assessed amount for the proposed LLMD is \$637.60, subject to an annual inflation increase.

### **Alternatives:**

1. Do not adopt the following resolution and fund the operation and maintenance of the streetlights from alternate sources.
2. Direct staff to begin the typical long form Lighting and Landscape Maintenance District annexation procedure.

### **Recommendation:**

Adopt a resolution confirming and ordering annexation of Zone of Benefit B\_10 (Carriage Square) into Yuba City Lighting and Landscape Maintenance District No. 6 and establishing a levy of assessments for the annexed territory.

### **Attachments:**

1. Resolution
2. Engineer's Report – LLMD No. 6, Zone of Benefit B\_10
3. Vicinity Map
4. Improvement Plans



Prepared by:

*/s/ Joshua G. T. Wolfe*  
Joshua G. T. Wolfe  
Assistant Civil Engineer

Submitted by:

*/s/ Diana Langley*  
Diana Langley  
Interim City Manager

Reviewed by:

Department Head

Finance

City Attorney

BM

RB

SLC by email

# ATTACHMENT 1

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
CONFIRMING AND ORDERING ANNEXATION INTO YUBA CITY LIGHTING AND  
LANDSCAPE MAINTENANCE DISTRICT NO. 6 AND ESTABLISHING A LEVY OF  
ASSESSMENTS FOR THE ANNEXED TERRITORY**

**WHEREAS**, the City of Yuba City, pursuant to the provisions of the Lighting and Landscaping Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), previously established Yuba City Lighting and Landscape Maintenance District ("District") No. 6, and has levied and collected the annual assessments for said District No. 6; and

**WHEREAS**, assessments levied within the District provided revenue for the purpose of financing the maintenance of certain public projects eligible under the Act, including without limitation the operation, maintenance, and servicing of public streetlights, and other appurtenant facilities; and

**WHEREAS**, certain property owners have requested their property to be annexed into District No. 6; and

**WHEREAS**, in annexation proceedings, the resolutions, report, notices of hearing, and right of majority protest shall be waived with the written consent of all of the owners of property within the territory to be annexed, and mailed notice may be dispensed with as to all property owners who shall have filed a written request for the annexation of their property; and

**WHEREAS**, pursuant to Section 22608 of the Streets and Highways Code, the property owners have provided written consent waiving such items, and acknowledging the amount of levy and collection of assessments; and

**WHEREAS**, the resolutions, report, notices of hearing, right of majority protest, and mailed notice have been properly waived; and

**WHEREAS**, the City Council desires to annex the territory of the property owners to existing assessment District No. 6; designate the portion of the annexed territory into District No. 6 as "Zone of Benefit B\_10" for certain property, and set the levy and collection of assessments against the assessable lots and parcels of land for that portion of territory; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:**

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Council finds that the hearing on said annexation of territory and levy of assessment was held in accordance with law and all persons desiring to speak were heard, and that there was no majority protest by the property owners of the same.

Section 3. The City Council orders the territory identified in Exhibit "A" is annexed into existing assessment district Yuba City Lighting and Landscape Maintenance District No. 6 ("District") which portion of territory is further designated as "Zone of Benefit B-10" of Lighting and Landscape Maintenance District No. 6.

Section 4. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within Zone of Benefit B-10 of the existing assessment district designated "Yuba City Lighting and Landscape Maintenance District No. 6" pursuant to the provisions of the Act, for the remainder of the fiscal year commencing July 1, 2018 and ending June 30, 2019, to pay for the costs and expenses of the improvements for Zone of Benefit B-10, at the assessment rate(s) set forth in Exhibit "B."

Section 5. The City Council hereby determines that the territory within Zone of Benefit B-10 of the District, whose boundaries are set forth in Exhibit "A," will be the territory benefited by the maintenance and servicing of the improvements.

Section 6. The City Council hereby orders the levy of the assessments described in said Exhibit "B."

Section 7. The City Council finds that the assessment diagram showing Zone of Benefit B-10 of the District, and also the subdivision of land within the District, as contained in Exhibit "A," be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements for that portion of the District, which are identified in Exhibit "C."

Section 8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than May 31, 2019.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of May 2019.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Shon Harris, Mayor

ATTEST

\_\_\_\_\_  
Patricia Buckland, City Clerk

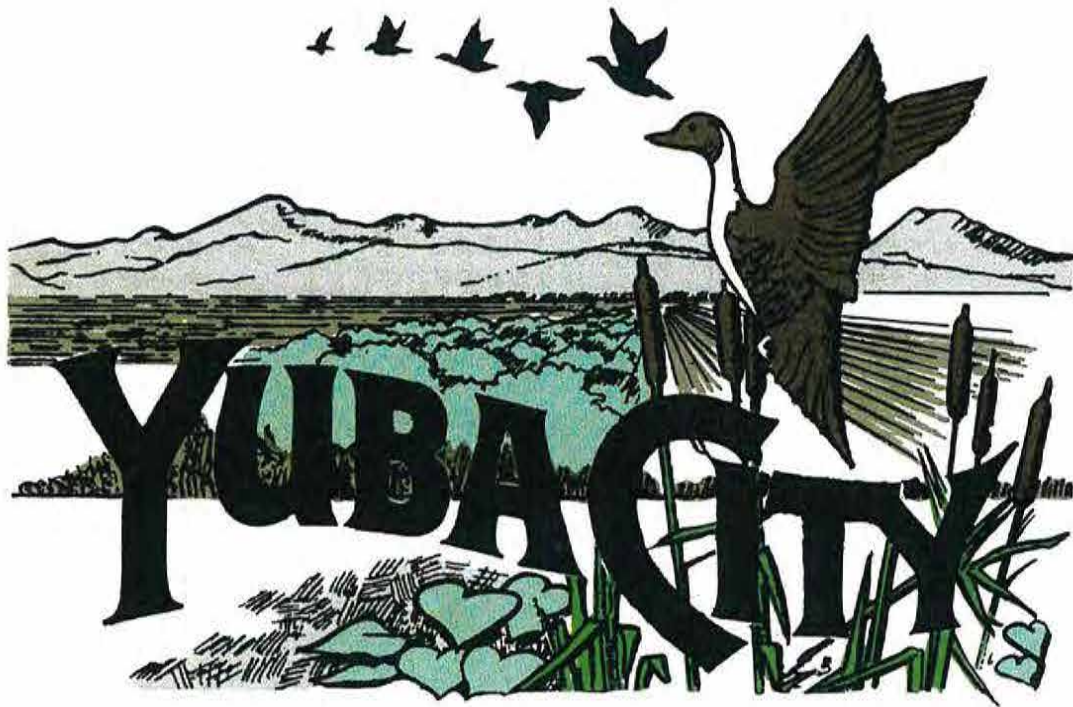
APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney  
Aleshire & Wynder, LLP

## ATTACHMENT 2

# **ENGINEER'S REPORT**

## **YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6**



### **2018-2019 ZONE OF BENEFIT B\_10 (Carriage Square)**

**ENGINEER'S REPORT  
FOR  
YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6  
ZONE OF BENEFIT B\_10  
(Carriage Square)  
(PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)**

The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated : 5/13/19

By : Diana Langley  
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with me on the \_\_\_\_ of \_\_\_\_\_, 2019.

Patricia Buckland, City Clerk  
City of Yuba City  
Sutter County, California

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was approved and confirmed by the City Council of the City of Yuba City, California, on the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

Patricia Buckland, City Clerk  
City of Yuba City  
Sutter County, California

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with the County Auditor of the County of Sutter, on the \_\_\_\_ of \_\_\_\_\_, 2019.

Patricia Buckland, City Clerk  
City of Yuba City  
Sutter County, California

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

**ENGINEER'S REPORT**  
**YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6**  
**ZONE OF BENEFIT B\_10**  
**(Carriage Square)**  
(Pursuant to the Landscaping and Lighting Act of 1972)

Diana Langley, Engineer of Work for the Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B\_10, City of Yuba City, County of Sutter County, California, makes this report as directed by City Council, pursuant to Section 22585 of the Streets and Highway Code (Landscape and Lighting Act of 1972).

The improvement to be maintained subject to this report is the street lighting system adjacent to parcel numbers 52-130-048 (1240 Bridge St.), 52-130-047 (1250 Bridge St.), 52-130-046 (1260 Bridge St.), 52-130-045 (1270 Bridge St.), and 52-130-043 (1280 Bridge St.), located south of Bridge Street, west of N. Lawrence Avenue, and east of State Route 99.

This report consists of five parts, as follows:

Part A- Plans and specifications (the improvements to be maintained are not filed with the City Clerk, since this will be a maintenance district only).

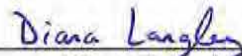
Part B - An estimate of the cost of maintenance.

Part C - An assessment of the estimated cost of maintenance on each benefited parcel of land within the assessment district (see attached list).

Part D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Part E - A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



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Diana Langley  
Engineer of Work  
City of Yuba City



**PART A  
PLANS AND SPECIFICATIONS**

**YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6  
ZONE OF BENEFIT B\_10  
(Carriage Square)**

This is a maintenance district only -- no plans or specifications are required.

**PART B  
ESTIMATE OF COST OF MAINTENANCE**

**Yuba City Lighting and Landscape Maintenance District No. 6  
Zone of Benefit B\_10  
(5 Parcels)**

Decorative Street Lighting (Collector/Arterial)  
 Fixture Type: Philips Lumec 48 LED 4K Prismatic Globe Street Light, 79 System Watts  
 8,198 Typical Delivered Lumens @ 4,000 - 4,400K color temperature

<u>Calculation per fixture</u>	<u>Total</u>
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Use = 79 watts @ 120-480V

PG&E LS-2 Rate 3/1/2019: (\$4.518/month + \$0.207/month) \*12 months/year = \$ 56.70  
 energy charge + facility charge

Fixture Cost

15 year life expectancy (\$2,500 / 15years)	=	\$ 166.67
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Pole Replacement Cost

Pole Replacement Factor (.25% * \$8,500) (Decorative Pole)	=	\$ 21.25
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Installation, Maintenance Cost

Use 4 hour replacement / maintenance in a 15 year period

Yuba City Public Works Department

Electrical Maintenance – Fully Burdened with Boom Truck FY 18/19

4 Hours Electrician (4 * \$138.88/hr)/15years	=	\$ 37.03
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4 Hours Boom Truck (4 * \$30.63/hr)/15 years	=	\$ 8.17
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<b>Subtotal one street light / year (2019 dollars)</b>	<b>=</b>	<b>\$ 289.82</b>
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Decorative Street Lighting – (Collector/Arterial)

\$289.82/yr x 2 lights	=	<u>\$ 579.64</u>
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Fixture		
CPI multiplier (1.0)	=	\$ 579.64
10% Administration	=	<u>\$ 57.96</u>

<b>Subtotal Assessment</b>	<b>=</b>	<b>\$ 637.60</b>
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<b>Per Lot Assessment (5 Lots)</b>	<b>=</b>	<b>\$ 127.52</b>
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**PART C  
ASSESSMENT ROLL**

**Yuba City Lighting and Landscape Maintenance District No. 6  
ZONE OF BENEFIT B\_10**

<b>Assessment #</b>	<b>Assessor's #</b>	<b>Amount of Assmt.</b>
1	52-130-043 (1280 Bridge St.)	\$127.52
2	52-130-045 (1270 Bridge St.)	\$127.52
3	52-130-046 (1260 Bridge St.)	\$127.52
4	52-130-047 (1250 Bridge St.)	\$127.52
5	52-130-048 (1240 Bridge St.)	\$127.52

**PART D**  
**METHOD OF APPORTIONMENT OF ASSESSMENT**

**Yuba City Lighting and Landscape Maintenance District No. 6**  
**Zone of Benefit B\_10**

All areas within the LLMD will share equally in the maintenance costs of the two 79-watt LED street lights (\$637.60 per year). All additional lots added to this Zone of Benefit will benefit in like manner.

The proposed assessments upon assessable lots and parcels of land within the assessment district shall be adjusted annually on each January 1 to reflect changes from January of the previous year to January of the current year of the “All Urban Consumers” Consumer Price Index, US City Average, as compiled by the United States Department of Labor, Bureau of Labor Statistics.

A 10% administration charge will be added to each assessment to cover the cost to administer the District.

**Consumer Price Index**

Year	Consumer Price Index	Multiplier
January 2018	247.867	1.016
January 2019	251.712	1.000

**PART E**

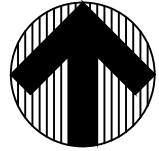
**ASSESSMENT DIAGRAM**

**Yuba City Lighting and Landscape Maintenance District No. 6**

**ZONE OF BENEFIT B\_10**

**(Carriage Square)**

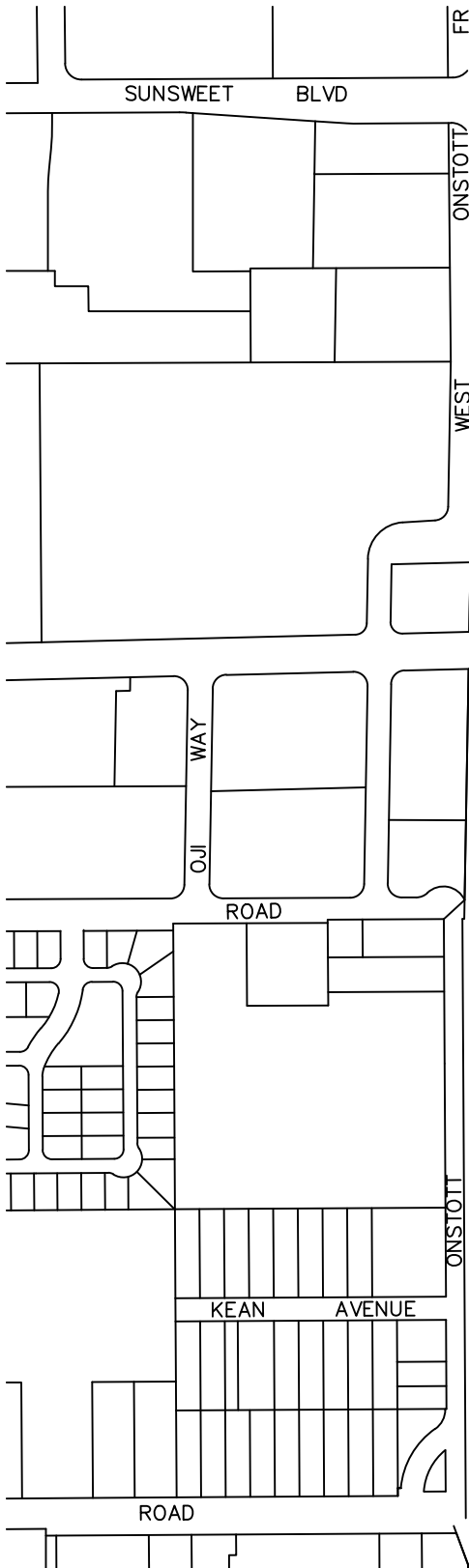
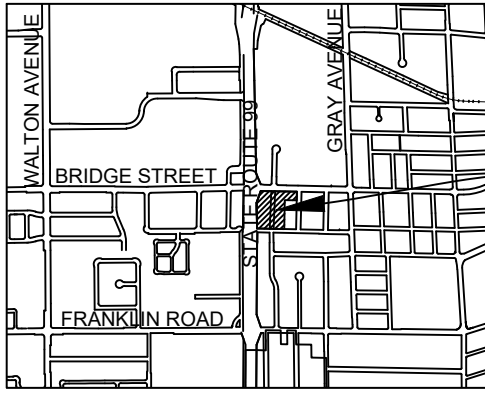
# ATTACHMENT 3



SCALE: 1" = 400'

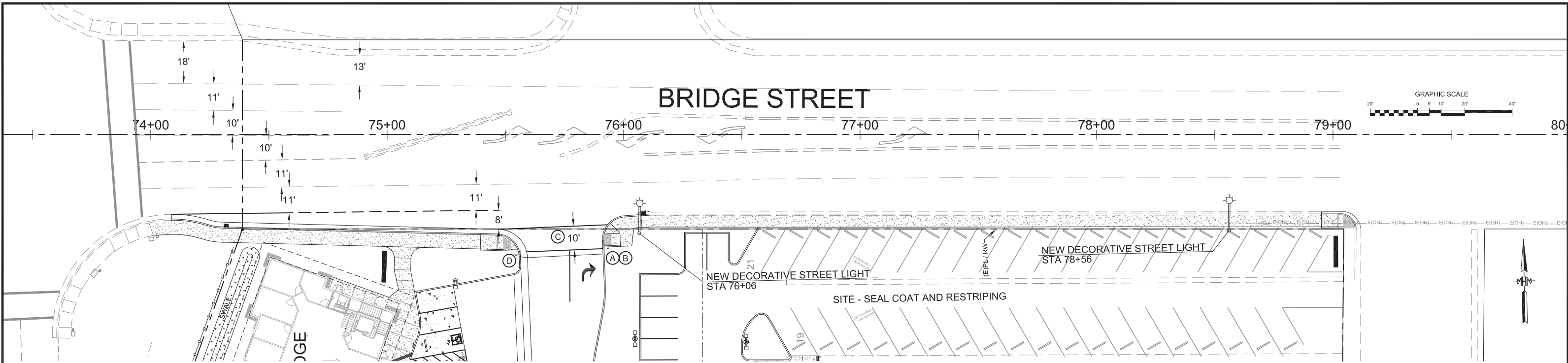
SUBJECT AREA

**CARRIAGE SQUARE  
LIGHTING AND LANDSCAPE MAINTENANCE  
DISTRICT No. 6  
ZONE OF BENEFIT B\_10**

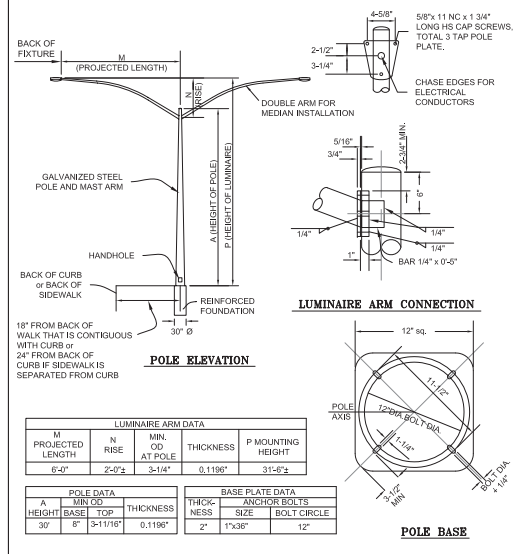


# ATTACHMENT 4





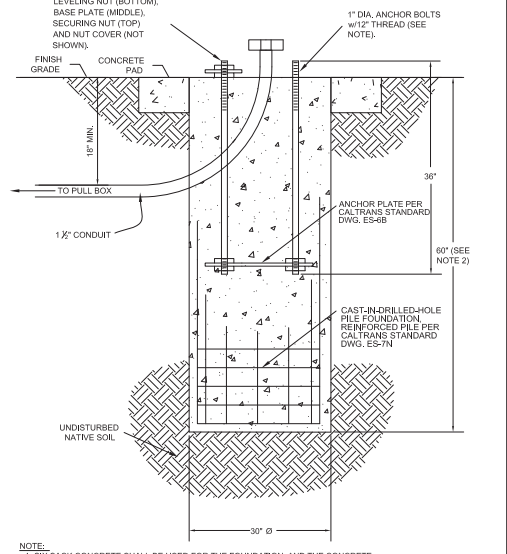
- WHEN A PRIVATE PARTY IS TO DEVELOP A SYSTEM AND THEN DEDICATE THE SYSTEM TO THE CITY THE FOLLOWING SHALL APPLY: THE PRIVATE PARTY SHALL BE RESPONSIBLE FOR ARRANGEMENTS WITH THE UTILITY AND ALL CONNECTIONS AND SERVICE FEES CHARGED BY THE UTILITY AS WELL AS CITY INSPECTION FEES.
- POWER FOR STREET LIGHTS IN NEW AND EXISTING RESIDENTIAL SUBDIVISIONS SHALL BE DIRECT FEED UNTERMINED. EACH STREETLIGHT SHALL HAVE AN INDIVIDUAL POINT OF CONNECTION AS APPROVED BY PG&E. CONTRACTOR SHALL PROVIDE AS BUILT DRAWINGS SHOWING POLE LOCATIONS AND THE ACTUAL STREET LIGHT LOCATIONS.
- ON STREETLIGHTS WHERE INDIVIDUAL POINTS OF CONNECTION ARE NOT AVAILABLE, A LIGHTING SYSTEM SHALL BE INSTALLED WITH A SERVICE PEDESTAL APPROVED BY THE ENGINEER AND HAVE SEPARATE A AND B CIRCUITS.
- ALL CONDUIT TO BE USED SHALL BE RIGID METAL, OR SCHEDULE 40 POLYVINYL CHLORIDE.
- THE UNDERGROUND CONDUIT AND ALL METAL PARTS SHALL BE CONTINUOUSLY BONDED AND GROUNDED.
- MINIMUM RADIUS OF BENDS SHALL COMPLY WITH 80% OF THE CALTRANS STANDARD SPECIFICATIONS. ALL BENDS AND/OR OFFSETS SHALL BE MADE WITH FACTORY FABRICATED SECTIONS. THERE SHALL BE NO MORE THAN THREE BENDS PER RUN. BEND ENDS ARE REQUIRED ON ALL CONDUIT ENDS.
- UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER, A NO. 5 PULL BOX (CALTRANS STANDARD PLAN ES-4) SHALL BE USED AT ALL STREET LIGHT STANDARDS. COVERS SHALL BE INSCRIBED "STREET LIGHTING" AND SECURED WITH SOLID BRASS HOLD-DOWN BOLTS.
- FOR DIRECT FEED SYSTEMS LONG CONDUIT RUNS ARE TO BE AVOIDED. DIRECT SECONDARY POWER FROM THE P.U. SERVICE TO THE PULL BOX SHALL BE PROVIDED. JUNCTION BOXES TO BE A MAXIMUM 200 FEET APART ON LONG RUNS, OR AS DIRECTED BY THE CITY ENGINEER.
- CONDUCTORS FROM THE PG&E SECONDARY BOX TO THE STREET LIGHT SPICE BOX SHALL BE ALUMINUM #6 AWG DUPLEX (PG&E #64347). IN A STREET LIGHTING SYSTEM, CONDUCTORS FROM THE POINT OF CONNECTION TO THE SERVICE PEDESTAL SHALL BE ALUMINUM #10 AWG TRIPLEX (PG&E #64370). ALL OTHER CONDUCTORS SHALL BE COPPER #6 AWG, EXCEPT #8 AWG (BARE) FOR GROUND.
- CONNECTION FROM ALUMINUM TO COPPER IN THE STREETLIGHT SPICE BOX SHALL BE MADE WITH EITHER A 3 OR 4 WAY SWEETHEART BY HOMAC, BURNEDY KS&L, BURNEDY KS&L, BURNEDY KS&L OR CITY APPROVED EQUAL.
- ALL SPICES SHALL BE WATERPROOF, MADE WITH APPROVED SOLDER CONNECTION OF PROPER SIZE, AND SHALL CONFORM TO CALTRANS STD. PLAN ES-13A. WIRE SIZES #8 AND SMALLER SHALL COMPLY WITH SECTION 16-2.2. CONDUCTORS AND CONNECTORS SHALL BE SEPARATED FROM CURB.
- ALL EMPTY CONDUIT SHALL BE CAPPED AND A #10 GREEN PULL WIRE, OR APPROVED PULL STRING, SHALL BE INSTALLED INSIDE WITH EACH END SECURED IN SUCH A WAY AS TO ASSURE THAT THEY WILL REMAIN EXPOSED.
- ALL CONDUIT OPENINGS TO BE COVERED WITH DUCT SEAL.
- ALL POLE WIRING TO BE #10 AWG SOLID, TRANSITION FROM #6 TO #10 TO BE DONE IN PULL BOX PRIOR TO ENTERING POLE.
- EACH STREET LIGHT SHALL HAVE A FINE FUSE HOLDER IN POLE MOUNT HOLE.
- CONTRACTOR TO PROVIDE SUBMITTALS FOR CITY APPROVAL OF POLES, LUMINAIRES, SERVICE PEDESTALS AND ANCHOR BOLTS.
- CONTRACTOR SHALL TAG CONDUCTORS WITH STREET LIGHT NUMBERS IN PG&E SECONDARY BOX PER PG&E REQUIREMENTS.
- STREET LIGHTS MUST BE READY TO BE ENERGIZED WITHIN 14 DAYS AFTER SUBDIVISION IS ENERGIZED.
- ALL WORK SHALL COMPLY WITH CALTRANS STANDARDS, SECTION 86.
- POLE BASE SHALL BE GROUTED WITH NON-SHRINKING GROUT.
- ALL PG&E SERVICE POINTS SHALL BE SHOWN ON STREET LIGHT PLANS.



LUMINAIRE ARM DATA				
M	N	MIN. OD AT POLE	THICKNESS	P MOUNTING HEIGHT
6'-4"	2'-4 1/2"	3-1/4"	0.1196"	31'-6 1/2"

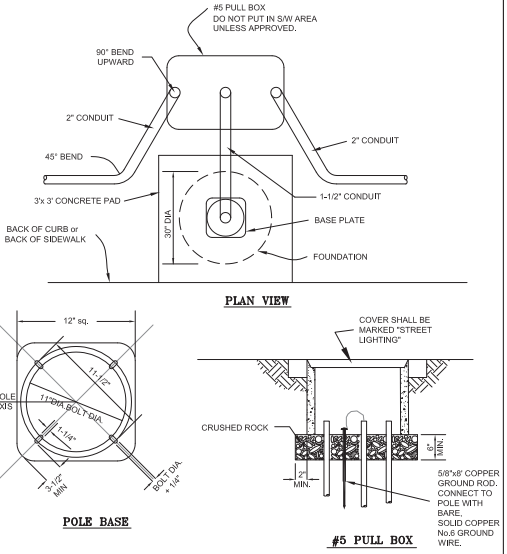
  

POLE DATA				BASE PLATE DATA	
A	MIN. OD	THICKNESS	THICKNESS	ANCHOR BOLT SIZE	BOLT CIRCLE
30'	8"	3-11/16"	0.1196"	2"	1'x36"



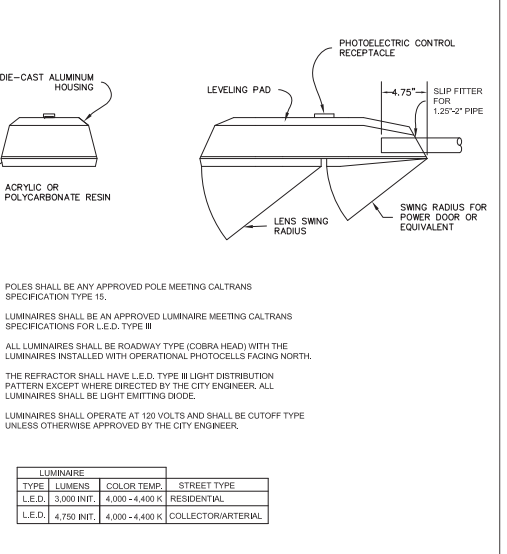
**STREET LIGHT POLE FOUNDATION (SINGLE MAST ARM ONLY)**

CITY OF YUBA CITY LIGHTING DETAIL E3				
DATE	REVISIONS	BY	APPROVED	DATE



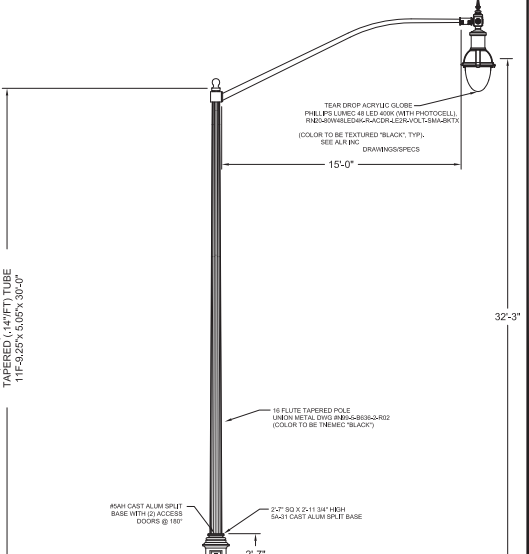
**STREET LIGHT BASE AND PULL BOX DETAIL**

CITY OF YUBA CITY LIGHTING DETAIL E4				
DATE	REVISIONS	BY	APPROVED	DATE



**STREET LIGHT LUMINAIRE DETAIL**

CITY OF YUBA CITY LIGHTING DETAIL E5				
DATE	REVISIONS	BY	APPROVED	DATE



**ORNAMENTAL STREET LIGHT POLE AND LUMINAIRE DETAIL**

CITY OF YUBA CITY LIGHTING DETAIL E5				
DATE	REVISIONS	BY	APPROVED	DATE

**STREET LIGHT GENERAL NOTES**

CITY OF YUBA CITY LIGHTING DETAIL E1				
DATE	REVISIONS	BY	APPROVED	DATE

**STREET LIGHT POLE AND MAST ARM**

CITY OF YUBA CITY LIGHTING DETAIL E2				
DATE	REVISIONS	BY	APPROVED	DATE

**STREET LIGHT POLE FOUNDATION (SINGLE MAST ARM ONLY)**

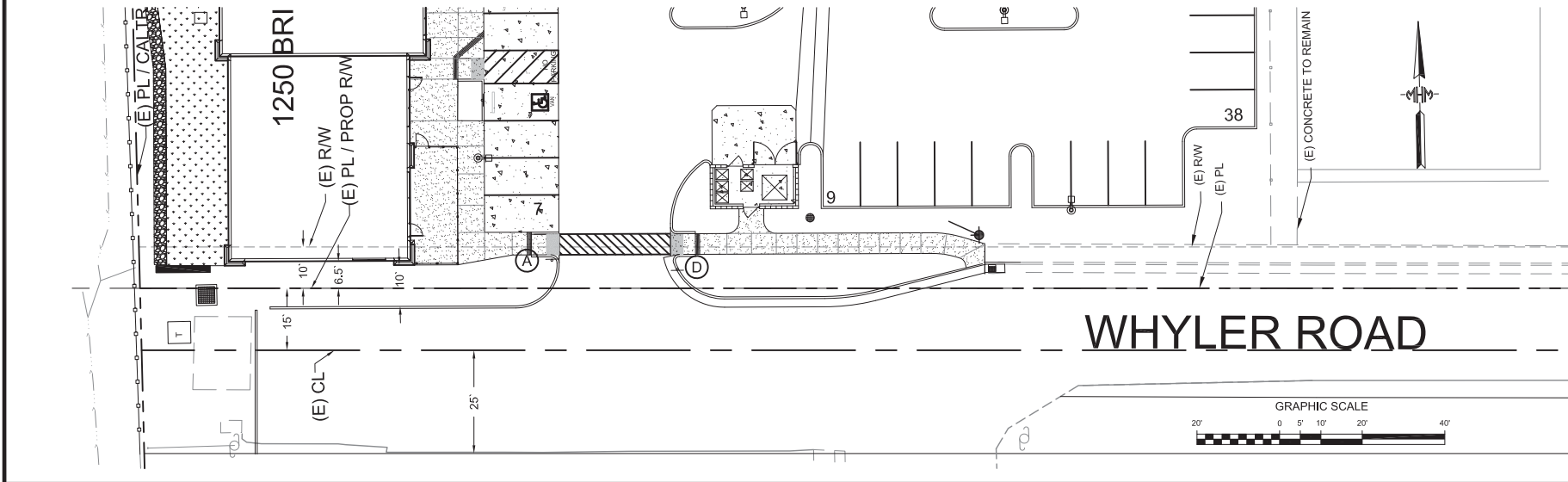
CITY OF YUBA CITY LIGHTING DETAIL E3				
DATE	REVISIONS	BY	APPROVED	DATE

**STREET LIGHT BASE AND PULL BOX DETAIL**

CITY OF YUBA CITY LIGHTING DETAIL E4				
DATE	REVISIONS	BY	APPROVED	DATE

**STREET LIGHT LUMINAIRE DETAIL**

CITY OF YUBA CITY LIGHTING DETAIL E5				
DATE	REVISIONS	BY	APPROVED	DATE



- DELINEATION NOTES:**
- (A) STOP SIGN (R1) 24" X 24"
  - (B) RIGHT TURN ONLY SIGN (R3-R5) 18" X 24"
  - (C) CROSSWALK (12" WHITE THERMOPLASTIC - 10' CLEAR BETWEEN LINES)
  - (D) SITE R100B SIGN

**CITY of YUBA CITY**  
**CARRIAGE SQUARE - BRIDGE STREET OFF-SITE PAVEMENT DELINEATION & STREET LIGHTS**

APPROVED: **M.H.M.** CIVIL ENGINEER  
 CITY OF YUBA CITY  
 1204 ESTREET MARYSVILLE, CA 95901 (530) 742-6485

DESIGN BY: JSM  
 DRAWN BY: STAFF  
 CHECKED BY: SMM  
 DATE OF PLANS: 10-25-18

DRAWING No. **5314-D**  
 SHEET **5** OF **7** SHEETS

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Benjamin Moody, Interim Assistant Public Works Director

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**Summary**

**Subject:** Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B\_12 (Hilbers Corporate Headquarters)

**Recommendation:** Adopt a resolution confirming and ordering annexation of Zone of Benefit B\_12 (Hilbers Corporate Headquarters) into Yuba City Lighting and Landscape Maintenance District No. 6 and establishing a levy of assessments for the annexed territory.

**Fiscal Impact:** \$146.97 per parcel, \$146.97 total for Zone of Benefit B\_12 annually through levies, subject to inflation.

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**Purpose:**

To establish an assessment district to fund the operation, maintenance, and administration of streetlights associated with the Hilbers Corporate Headquarters property on Walton Avenue.

**Background:**

As part of the Conditions of Approval for the Hilbers Corporate Headquarters Tentative Map at 770 N Walton Avenue, the owner has been required to enter into a maintenance district. The maintenance district will fund the ongoing costs for the operation and maintenance of the street lighting system for the proposed parcel.

The proposed Lighting and Landscape Maintenance District (LLMD) will provide the funds for operating and maintaining one (1) LED-type streetlight along the west side of Walton Avenue.

The City has created and modified several LLMDs that encompass many commercial projects and subdivisions over the past few years.

The process of annexing a new Zone of Benefit within an existing LLMD consists of adopting multiple City Council Resolutions, holding notices of hearings, and observing rights of majority protests.

### **Analysis:**

The public notice procedure can be waived and an expedited process can be substituted if the property owners requesting to be annexed into the District request to waive the above process. The expedited process consists of the City Council adopting a single resolution which confirms and orders the annexation of the new Zone of Benefit into the existing district, while ordering a levy of assessments for said Zone of Benefit. The levy amounts have been established by City staff through the creation of an Engineer's Report for the Zone of Benefit. The Engineer's Report contains a detailed estimate of annual costs to energize and maintain the streetlights within the Zone of Benefit. (Attachment 2)

Once the resolution has been adopted, the City will file the Engineer's Report with the City Clerk. The information will then be provided to the Sutter County Auditor-Controller so that the properties can be assessed accordingly.

The owners of Hilbers Corporate Headquarters have requested to waive the public hearing proceedings, which has allowed the City to utilize the expedited process in order to annex Zone of Benefit B\_12 into District No. 6.

### **Fiscal Impact:**

Revenue from the assessed parcels is to be used to provide maintenance services and district administrative costs. The Engineer's Report for the Yuba City Lighting and Landscape Maintenance District No. 6 Zone of Benefit B\_12 has determined that the annual assessed amount for the proposed LLMD is \$146.97, subject to an annual inflation increase.

### **Alternatives:**

1. Do not adopt the following resolution and fund the operation and maintenance of the streetlights from alternate sources.
2. Direct staff to begin the typical long form Lighting and Landscape Maintenance District annexation procedure.

### **Recommendation:**

Adopt a resolution confirming and ordering annexation of Zone of Benefit B\_12 (Hilbers Corporate Headquarters) into Yuba City Lighting and Landscape Maintenance District No. 6 and establishing a levy of assessments for the annexed territory.

### **Attachments:**

1. Resolution
2. Engineer's Report – LLMD No. 6, Zone of Benefit B\_12
3. Vicinity Map
4. Existing Light Map

Prepared by:

*/s/ Joshua G. T. Wolfe*  
Joshua G. T. Wolfe  
Assistant Civil Engineer

Submitted by:

*/s/ Diana Langley*  
Diana Langley  
Interim City Manager

Reviewed by:

Department Head

Finance

City Attorney

BM

RB

SLC by email

# ATTACHMENT 1

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
CONFIRMING AND ORDERING ANNEXATION INTO YUBA CITY LIGHTING AND  
LANDSCAPE MAINTENANCE DISTRICT NO. 6 AND ESTABLISHING A LEVY OF  
ASSESSMENTS FOR THE ANNEXED TERRITORY**

**WHEREAS**, the City of Yuba City, pursuant to the provisions of the Lighting and Landscaping Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), previously established Yuba City Lighting and Landscape Maintenance District ("District") No. 6, and has levied and collected the annual assessments for said District No. 6; and

**WHEREAS**, assessments levied within the District provided revenue for the purpose of financing the maintenance of certain public projects eligible under the Act, including without limitation the operation, maintenance, and servicing of public streetlights, and other appurtenant facilities; and

**WHEREAS**, certain property owners have requested their property to be annexed into District No. 6; and

**WHEREAS**, in annexation proceedings, the resolutions, report, notices of hearing, and right of majority protest shall be waived with the written consent of all of the owners of property within the territory to be annexed, and mailed notice may be dispensed with as to all property owners who shall have filed a written request for the annexation of their property; and

**WHEREAS**, pursuant to Section 22608 of the Streets and Highways Code, the property owners have provided written consent waiving such items, and acknowledging the amount of levy and collection of assessments; and

**WHEREAS**, the resolutions, report, notices of hearing, right of majority protest, and mailed notice have been properly waived; and

**WHEREAS**, the City Council desires to annex the territory of the property owners to existing assessment District No. 6; designate the portion of the annexed territory into District No. 6 as "Zone of Benefit B\_12" for certain property, and set the levy and collection of assessments against the assessable lots and parcels of land for that portion of territory; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Council finds that the hearing on said annexation of territory and levy of assessment was held in accordance with law and all persons desiring to speak were heard, and that there was no majority protest by the property owners of the same.

Section 3. The City Council orders the territory identified in Exhibit "A" is annexed into existing assessment district Yuba City Lighting and Landscape Maintenance District No. 6 ("District") which portion of territory is further designated as "Zone of Benefit B-12" of Lighting and Landscape Maintenance District No. 6.

Section 4. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within Zone of Benefit B-12 of the existing assessment district designated "Yuba City Lighting and Landscape Maintenance District No. 6" pursuant to the provisions of the Act, for the remainder of the fiscal year commencing July 1, 2018 and ending June 30, 2019, to pay for the costs and expenses of the improvements for Zone of Benefit B-12, at the assessment rate(s) set forth in Exhibit "B."

Section 5. The City Council hereby determines that the territory within Zone of Benefit B-12 of the District, whose boundaries are set forth in Exhibit "A," will be the territory benefited by the maintenance and servicing of the improvements.

Section 6. The City Council hereby orders the levy of the assessments described in said Exhibit "B."

Section 7. The City Council finds that the assessment diagram showing Zone of Benefit B-12 of the District, and also the subdivision of land within the District, as contained in Exhibit "A," be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements for that portion of the District, which are identified in Exhibit "C."

Section 8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than May 31, 2019.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of May 2019.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Shon Harris, Mayor

ATTEST

\_\_\_\_\_  
Patricia Buckland, City Clerk

APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

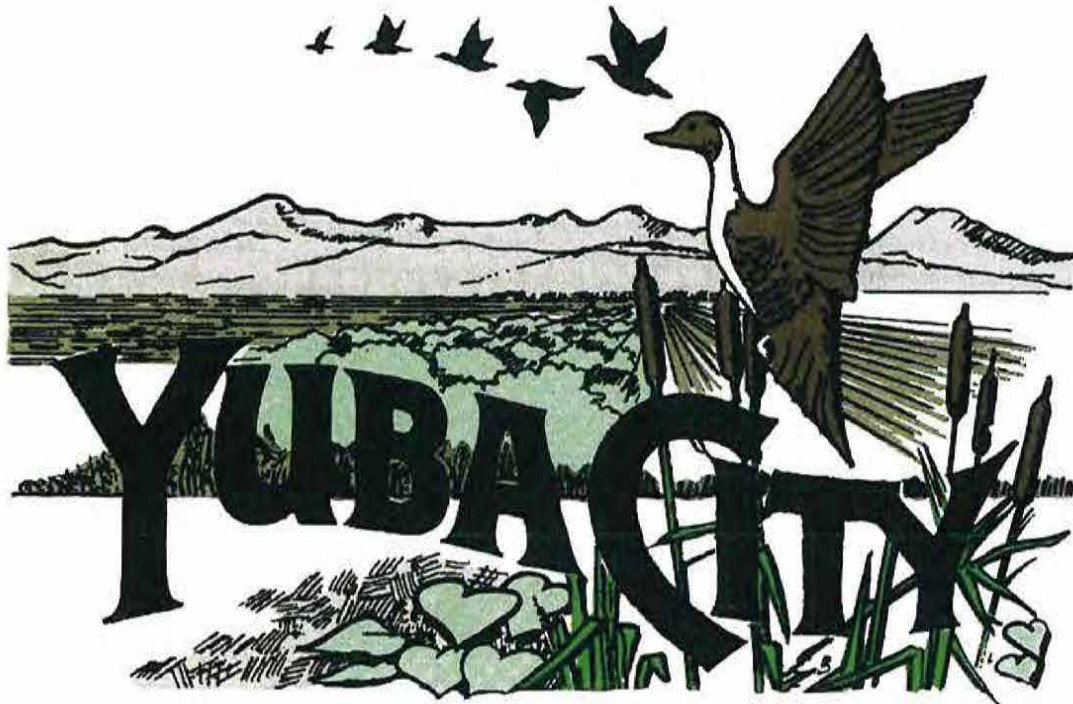
\_\_\_\_\_  
Shannon L. Chaffin, City Attorney  
Aleshire & Wynder, LLP

## ATTACHMENT 2



# **ENGINEER'S REPORT**

## **YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6**



**2018-2019**  
**ZONE OF BENEFIT B\_12**  
**(Hilbers Corporate Headquarters)**

**ENGINEER'S REPORT  
FOR  
YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6  
ZONE OF BENEFIT B\_12  
(Hilbers Corporate Headquarters)  
(PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)**

The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated : 5/15/19

By : Diana Langley  
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with me on the \_\_\_\_ of \_\_\_\_\_, 2019.

Patricia Buckland, City Clerk  
City of Yuba City  
Sutter County, California

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was approved and confirmed by the City Council of the City of Yuba City, California, on the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

Patricia Buckland, City Clerk  
City of Yuba City  
Sutter County, California

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with the County Auditor of the County of Sutter, on the \_\_\_\_ of \_\_\_\_\_, 2019.

Patricia Buckland, City Clerk  
City of Yuba City  
Sutter County, California

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

**ENGINEER'S REPORT**  
**YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6**  
**ZONE OF BENEFIT B\_12**  
**(Hilbers Corporate Headquarters)**  
(Pursuant to the Landscaping and Lighting Act of 1972)

Diana Langley, Engineer of work for the Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B\_12, City of Yuba City, County of Sutter County, California, makes this report as directed by City Council, pursuant to Section 22585 of the Streets and Highway Code (Landscape and Lighting Act of 1972).

The improvement to be maintained subject to this report is the street lighting system adjacent to parcel number 58-080-004 (770 N. Walton Avenue, Suite 100), located north of Bridge Street, west of N Walton Avenue, and south of Sunsweet Boulevard.

This report consists of five parts, as follows:

Part A- Plans and specifications (the improvements to be maintained are not filed with the City Clerk, since this will be a maintenance district only).

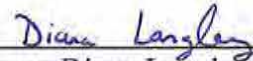
Part B - An estimate of the cost of maintenance.

Part C - An assessment of the estimated cost of maintenance on each benefited parcel of land within the assessment district (see attached list).

Part D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Part E - A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Diana Langley  
Engineer of Work  
City of Yuba City

**PART A  
PLANS AND SPECIFICATIONS**

**YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6  
ZONE OF BENEFIT B\_12  
(Hilbers Corporate Headquarters)**

This is a maintenance district only -- no plans or specifications are required.

**PART B**  
**ESTIMATE OF COST OF MAINTENANCE**

**Yuba City Lighting and Landscape Maintenance District No. 6**  
**Zone of Benefit B\_12**  
**(1 Parcel)**

Street Lighting (Collector/Arterial)

Fixture Type: Cree LEDway Series Street Light, Type II Medium, 66 System Watts  
 4,750 min. initial delivered lumens @ 4,000 - 4,400K color temperature

<u>Calculation per fixture</u>	<u>Total</u>
--------------------------------	--------------

Use = 66 watts @ 120-480V

PG&E LS-2 Rate 3/1/19: (\$3.938/month + \$0.207/month) * 12 months/year = energy charge + facility charge	\$ 49.74
--	----------

Fixture Cost

15 year life expectancy (\$505 / 15years) =	= \$ 33.67
---	------------

Pole Replacement Cost

Pole Replacement Factor (.25% * \$2,000) =	= \$ 5.00
--	-----------

Installation, Maintenance Cost

Use 4 hour replacement / maintenance in a 15 year period

Yuba City Public Works Department

Electrical Maintenance – Fully Burdened with Boom Truck FY 18/19

4 Hours Electrician (4 * \$138.88/hr)/15years	= \$ 37.03
---	------------

4 Hours Boom Truck (4 * \$30.63/hr)/15 years	= \$ 8.17
--	-----------

<b>Subtotal one street light / year (2019 dollars)</b>	<b>= \$ 133.61</b>
--	--------------------

Fixture

CPI multiplier (1.0)	\$ 133.61
----------------------	-----------

10% Administration =	<u>\$ 13.36</u>
----------------------	-----------------

<b>Per Lot Assessment (1 Lot) =</b>	<b>\$ 146.97</b>
-------------------------------------	------------------

**PART C  
ASSESSMENT ROLL**

**Yuba City Lighting and Landscape Maintenance District No. 6  
ZONE OF BENEFIT B\_12**

<b>Assessment #</b>	<b>Assessor's #</b>	<b>Amount of Assmt.</b>
1	58-080-004	\$ 146.97

**PART D**  
**METHOD OF APPORTIONMENT OF ASSESSMENT**

**Yuba City Lighting and Landscape Maintenance District No. 6**  
**Zone of Benefit B\_12**

All areas within the LLMD will share equally in the maintenance costs of the one 66-watt LED street light (\$ 146.97 per year). All additional lots added to this Zone of Benefit will benefit in like manner.

The proposed assessments upon assessable lots and parcels of land within the assessment district shall be adjusted annually on each January 1 to reflect changes from January of the previous year to January of the current year of the “All Urban Consumers” Consumer Price Index, US City Average, as compiled by the United States Department of Labor, Bureau of Labor Statistics.

A 10% administration charge will be added to each assessment to cover the cost to administer the District.

**Consumer Price Index**

Year	Consumer Price Index	Multiplier
January 2018	247.867	1.016
January 2019	251.712	1.000

**PART E**

**ASSESSMENT DIAGRAM**

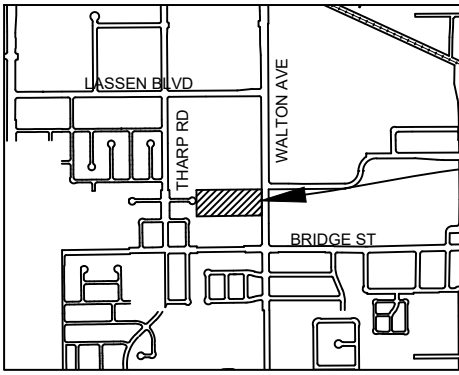
**Yuba City Lighting and Landscape Maintenance District No. 6**

**ZONE OF BENEFIT B\_12**

**(Hilbers Corporate Headquarters)**



# ATTACHMENT 3



SUBJECT AREA



SCALE: 1" = 400'

**HILBERS CORPORATE HEADQUARTERS  
LIGHTING AND LANDSCAPE MAINTENANCE  
DISTRICT No. 6  
ZONE OF BENEFIT B\_12**



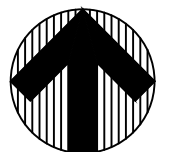
# ATTACHMENT 4



**SYMBOL LEGEND:**

-  - EXISTING STREET LIGHT ( 1 TOTAL)
-  - AREA FOR ZONE OF BENEFIT B\_12

**LIGHTING AND LANDSCAPE MAINTENANCE  
DISTRICT No. 6, ZONE OF BENEFIT B\_12  
EXISTING LIGHT LOCATION**



SCALE: 1" = 125'

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Benjamin Moody, Interim Assistant Public Works Director

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**Summary**

**Subject:** Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B\_13 (Larson Orthodontics)

**Recommendation:** Adopt a Resolution confirming and ordering annexation of Zone of Benefit B\_13 (Larson Orthodontics) into Yuba City Lighting and Landscape Maintenance District No. 6 and establishing a levy of assessments for the annexed territory.

**Fiscal Impact:** \$133.47 per parcel, \$266.94 total for Zone of Benefit B\_13 annually through levies, subject to inflation.

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**Purpose:**

To establish an assessment district to fund the operation, maintenance, and administration of streetlights associated with the Larson Orthodontics development on Lassen Boulevard

**Background:**

As part of the Conditions of Approval for the Larson Orthodontics Development at APNs 53-050-087 and 53-050-088, south of Lassen Boulevard and east of Carson Drive, the owner has been required to enter into a maintenance district. The maintenance district will fund the ongoing costs for the operation and maintenance of the street lighting system for the proposed parcels.

The proposed Lighting and Landscape Maintenance District (LLMD) will provide the funds for operating and maintaining two (2) LED-type streetlights, one along the south side of Lassen Boulevard, and one east of Carson Drive, located adjacent to the development.

The City has created and modified several LLMDs that encompass many commercial projects and subdivisions over the past few years.

The process of annexing a new Zone of Benefit within an existing LLMD consists of adopting multiple City Council Resolutions, holding notices of hearings, and observing rights of majority protests.

### **Analysis:**

The public notice procedure can be waived and an expedited process can be substituted if the property owners requesting to be annexed into the District request to waive the above process. The expedited process consists of the City Council adopting a single resolution which confirms and orders the annexation of the new Zone of Benefit into the existing district, while ordering a levy of assessments for said Zone of Benefit. The levy amounts have been established by City staff through the creation of an Engineer's Report for the Zone of Benefit. The Engineer's Report contains a detailed estimate of annual costs to energize and maintain the street lights within the Zone of Benefit. (Attachment 2)

Once the resolution has been adopted, the City will file the Engineer's Report with the City Clerk. The information will then be provided to the Sutter County Auditor-Controller so that the properties can be assessed accordingly.

The owners of Larson Orthodontics have requested to waive the public hearing proceedings, which has allowed the City to utilize the expedited process in order to annex Zone of Benefit B\_13 into District No. 6.

### **Fiscal Impact:**

Revenue from the assessed parcels is to be used to provide maintenance services and district administrative costs. The Engineer's Report for the Yuba City Lighting and Landscape Maintenance District No. 6 Zone of Benefit B\_13 has determined that the annual assessed amount for the proposed LLMD is \$266.94, subject to an annual inflation increase.

### **Alternatives:**

1. Do not adopt the following resolution and fund the operation and maintenance of the streetlights from alternate sources.
2. Direct staff to begin the typical long form Lighting and Landscape Maintenance District annexation procedure.

### **Recommendation:**

Adopt a resolution confirming and ordering annexation of Zone of Benefit B\_13 (Larson Orthodontics) into Yuba City Lighting and Landscape Maintenance District No. 6 and establishing a levy of assessments for the annexed territory.

### **Attachments:**

1. Resolution
2. Engineer's Report – LLMD No. 6, Zone of Benefit B\_13
3. Vicinity Map
4. Improvement Plans

Prepared by:

*/s/ Joshua G. T. Wolfe*

Joshua G. T. Wolfe  
Assistant Civil Engineer

Reviewed by:

Department Head

Finance

City Attorney

Submitted by:

*/s/ Diana Langley*

Diana Langley  
Interim City Manager

BM

RB

SLC by email

# ATTACHMENT 1



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
CONFIRMING AND ORDERING ANNEXATION INTO YUBA CITY LIGHTING AND  
LANDSCAPE MAINTENANCE DISTRICT NO. 6 AND ESTABLISHING A LEVY OF  
ASSESSMENTS FOR THE ANNEXED TERRITORY**

**WHEREAS**, the City of Yuba City, pursuant to the provisions of the Lighting and Landscaping Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), previously established Yuba City Lighting and Landscape Maintenance District ("District") No. 6, and has levied and collected the annual assessments for said District No. 6; and

**WHEREAS**, assessments levied within the District provided revenue for the purpose of financing the maintenance of certain public projects eligible under the Act, including without limitation the operation, maintenance, and servicing of public streetlights, and other appurtenant facilities; and

**WHEREAS**, certain property owners have requested their property to be annexed into District No. 6; and

**WHEREAS**, in annexation proceedings, the resolutions, report, notices of hearing, and right of majority protest shall be waived with the written consent of all of the owners of property within the territory to be annexed, and mailed notice may be dispensed with as to all property owners who shall have filed a written request for the annexation of their property; and

**WHEREAS**, pursuant to Section 22608 of the Streets and Highways Code, the property owners have provided written consent waiving such items, and acknowledging the amount of levy and collection of assessments; and

**WHEREAS**, the resolutions, report, notices of hearing, right of majority protest, and mailed notice have been properly waived; and

**WHEREAS**, the City Council desires to annex the territory of the property owners to existing assessment District No. 6; designate the portion of the annexed territory into District No. 6 as "Zone of Benefit B\_13" for certain property, and set the levy and collection of assessments against the assessable lots and parcels of land for that portion of territory; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:**

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Council finds that the hearing on said annexation of territory and levy of assessment was held in accordance with law and all persons desiring to speak were heard, and that there was no majority protest by the property owners of the same.

Section 3. The City Council orders the territory identified in Exhibit "A" is annexed into existing assessment district Yuba City Lighting and Landscape Maintenance District No. 6 ("District") which portion of territory is further designated as "Zone of Benefit B-13" of Lighting and Landscape Maintenance District No. 6.

Section 4. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within Zone of Benefit B-13 of the existing assessment district designated "Yuba City Lighting and Landscape Maintenance District No. 6" pursuant to the provisions of the Act, for the remainder of the fiscal year commencing July 1, 2018 and ending June 30, 2019, to pay for the costs and expenses of the improvements for Zone of Benefit B-13, at the assessment rate(s) set forth in Exhibit "B."

Section 5. The City Council hereby determines that the territory within Zone of Benefit B-13 of the District, whose boundaries are set forth in Exhibit "A," will be the territory benefited by the maintenance and servicing of the improvements.

Section 6. The City Council hereby orders the levy of the assessments described in said Exhibit "B."

Section 7. The City Council finds that the assessment diagram showing Zone of Benefit B-13 of the District, and also the subdivision of land within the District, as contained in Exhibit "A," be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements for that portion of the District, which are identified in Exhibit "C."

Section 8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than May 31, 2019.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of May 2019.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Shon Harris, Mayor

ATTEST

\_\_\_\_\_  
Patricia Buckland, City Clerk

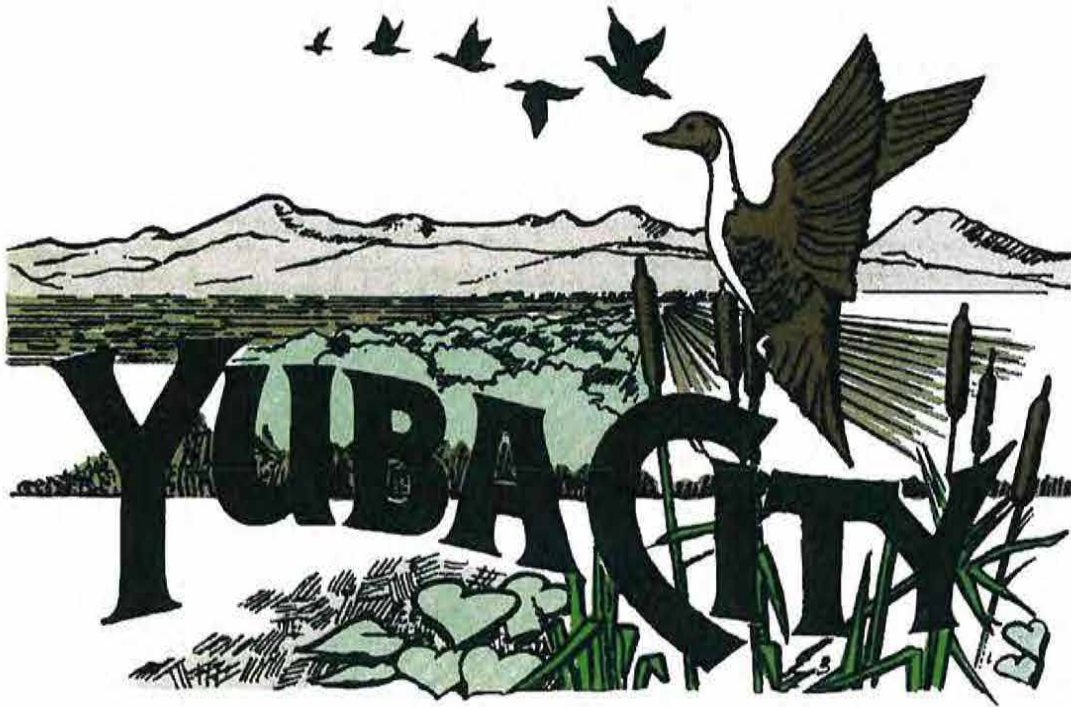
APPROVED AS TO FORM  
COUNSEL FOR YUBA CITY

\_\_\_\_\_  
Shannon L. Chaffin, City Attorney  
Aleshire & Wynder, LLP

## ATTACHMENT 2

# **ENGINEER'S REPORT**

## **YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6**



**2018-2019  
ZONE OF BENEFIT B\_13  
(Larson Orthodontics)**

**ENGINEER'S REPORT  
FOR  
YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6  
ZONE OF BENEFIT B\_13  
(Larson Orthodontics)  
(PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)**

The undersigned respectfully submits the enclosed report as directed by the City Council.

Dated : 5/15/19

By : Diana Langley  
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with me on the \_\_\_\_ of \_\_\_\_\_, 2019.

Patricia Buckland, City Clerk  
City of Yuba City  
Sutter County, California

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was approved and confirmed by the City Council of the City of Yuba City, California, on the \_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

Patricia Buckland, City Clerk  
City of Yuba City  
Sutter County, California

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

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with the County Auditor of the County of Sutter, on the \_\_\_\_ of \_\_\_\_\_, 2019.

Patricia Buckland, City Clerk  
City of Yuba City  
Sutter County, California

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

**ENGINEER'S REPORT**  
**YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6**  
**ZONE OF BENEFIT B\_13**  
**(Larson Orthodontics)**  
(Pursuant to the Landscaping and Lighting Act of 1972)

Diana Langley, Engineer of work for the Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B\_13, City of Yuba City, County of Sutter County, California, makes this report as directed by City Council, pursuant to Section 22585 of the Streets and Highway Code (Landscape and Lighting Act of 1972).

The improvement to be maintained subject to this report is the street lighting system adjacent to parcel numbers 53-050-087, and 53-050-088, located south of Lassen Boulevard, and east of Carson Drive.

This report consists of five parts, as follows:

Part A- Plans and specifications (the improvements to be maintained are not filed with the City Clerk, since this will be a maintenance district only).

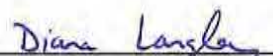
Part B - An estimate of the cost of maintenance.

Part C - An assessment of the estimated cost of maintenance on each benefited parcel of land within the assessment district (see attached list).

Part D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Part E - A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

  
\_\_\_\_\_  
Diana Langley  
Engineer of Work  
City of Yuba City

**PART A  
PLANS AND SPECIFICATIONS**

**YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6  
ZONE OF BENEFIT B\_13  
(Larson Orthodontics)**

This is a maintenance district only -- no plans or specifications are required.

**PART B  
ESTIMATE OF COST OF MAINTENANCE**

**Yuba City Lighting and Landscape Maintenance District No. 6  
Zone of Benefit B\_13  
(2 Parcels)**

Street Lighting (Collector/Arterial)  
 Fixture Type: Cree LEDway Series Street Light, Type II Medium, 66 System Watts  
 4,750 min. initial delivered lumens @ 4,000 - 4,400K color temperature

<u>Calculation per fixture</u>	<u>Total</u>
--------------------------------	--------------

Use = 66 watts @ 120-480V

PG&E LS-2 Rate 3/1/2019: (\$3.938/month + \$0.207/month) \*12 months/year = \$ 49.74  
 energy charge + facility charge

Fixture Cost

15 year life expectancy (\$505 / 15years) = \$ 33.67

Pole Replacement Cost

Pole Replacement Factor (.25% \* \$2,000) = \$ 5.00

Installation, Maintenance Cost

Use 4 hour replacement / maintenance in a 15 year period

Yuba City Public Works Department

Electrical Maintenance – Fully Burdened with Boom Truck FY 18/19

4 Hours Electrician (4 \* \$138.88/hr)/15years = \$ 37.03

4 Hours Boom Truck (4 \* \$30.63/hr)/15 years = \$ 8.17

**Subtotal one collector/arterial street light / year (2019 dollars) = \$ 133.61**

Street Lighting (Residential)

Fixture Type: Cree LEDway Series Street Light, Type II Medium, 35 System Watts  
 3,000 min. initial delivered lumens @ 4,000 - 4,400K color temperature

<u>Calculation per fixture</u>	<u>Total</u>
--------------------------------	--------------

Use = 35 watts @ 120-480V

PG&E LS-2 Rate 3/1/2019: (\$1.892/month + \$0.207/month) \*12 months/year = \$ 25.19  
 energy charge + facility charge



Fixture Cost  
15 year life expectancy (\$505 / 15years) = = \$ 33.67

Pole Replacement Cost  
Pole Replacement Factor (.25% \* \$2,000) = = \$ 5.00

Installation, Maintenance Cost  
Use 4 hour replacement / maintenance in a 15 year period

Yuba City Public Works Department  
Electrical Maintenance – Fully Burdened with Boom Truck FY 18/19

4 Hours Electrician (4 \* \$138.88/hr)/15years = \$ 37.03  
4 Hours Boom Truck (4 \* \$30.63/hr)/15 years = \$ 8.17

**Subtotal one residential street light / year (2019 dollars) = \$ 109.06**

Street Lighting – (Collector/Arterial + Residential)  
\$133.61/yr + \$109.06/yr = \$ 242.67

Fixture  
CPI multiplier (1.0) \$ 242.67  
10% Administration = \$ 24.27

**Subtotal Assessment = \$ 266.94**

**Per Lot Assessment (2 Lots) = \$ 133.47**

**PART C  
ASSESSMENT ROLL**

**Yuba City Lighting and Landscape Maintenance District No. 6  
ZONE OF BENEFIT B\_13**

<b>Assessment #</b>	<b>Assessor's #</b>	<b>Amount of Assmt.</b>
1	53-050-087	\$ 133.47
2	53-050-088	\$ 133.47

**PART D**  
**METHOD OF APPORTIONMENT OF ASSESSMENT**

**Yuba City Lighting and Landscape Maintenance District No. 6**  
**Zone of Benefit B\_13**

All areas within the LLMD will share equally in the maintenance costs of the one 66-watt LED street light and one 35-watt LED street light (\$ 266.94 per year). All additional lots added to this Zone of Benefit will benefit in like manner.

The proposed assessments upon assessable lots and parcels of land within the assessment district shall be adjusted annually on each January 1 to reflect changes from January of the previous year to January of the current year of the “All Urban Consumers” Consumer Price Index, US City Average, as compiled by the United States Department of Labor, Bureau of Labor Statistics.

A 10% administration charge will be added to each assessment to cover the cost to administer the District.

**Consumer Price Index**

Year	Consumer Price Index	Multiplier
January 2018	247.867	1.016
January 2019	251.712	1.000

**PART E**

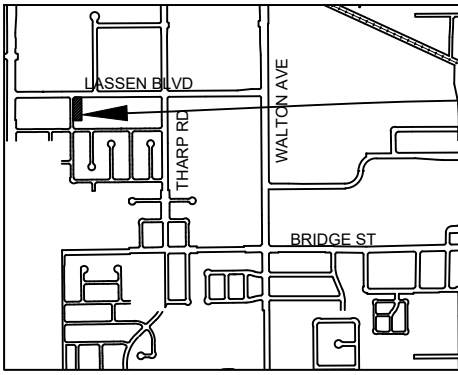
**ASSESSMENT DIAGRAM**

**Yuba City Lighting and Landscape Maintenance District No. 6**

**ZONE OF BENEFIT B\_13**

**(Larson Orthodontics)**

# ATTACHMENT 3



SUBJECT AREA



SCALE: 1" = 400'

**LARSON ORTHODONTICS  
LIGHTING AND LANDSCAPE MAINTENANCE  
DISTRICT No. 6  
ZONE OF BENEFIT B\_13**



**AREA TO BE ADDED**

20

SIERRA AVENUE

KLAMATH LANE

HARTER PARKWAY

LASSEN

ROAD

REDHAVEN AVENUE

REDHAVEN AVENUE

RYAN DR

DAVIS AVENUE

CARSON DRIVE

MONTE DR

SANTIL COURT

BOWEN COURT

ROSS DRIVE

KLAMT COURT

THARP

ANDROSS AVENUE

EMMET WAY

TRAVIS C

ZACHARY WAY

ZACHARY WA

OMAS DR

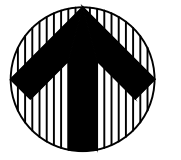
# ATTACHMENT 4



**SYMBOL LEGEND:**

-  - EXISTING STREET LIGHT ( 2 TOTAL)
-  - AREA FOR ZONE OF BENEFIT B\_13

**LIGHTING AND LANDSCAPE MAINTENANCE  
DISTRICT No. 6, ZONE OF BENEFIT B\_13  
EXISTING LIGHT LOCATION**



SCALE: 1" = 125'



CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Benjamin Moody, Interim Assistant Public Works Director

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**Summary**

**Subject:** Cooperative Agreement – City/County Road Projects

**Recommendation:** Adopt a resolution authorizing the execution of a Cooperative Agreement with the County of Sutter for the roadway and roadway component improvements associated with the Bogue Road Rehabilitation, Franklin Avenue Improvements, and Sanborn Road Improvements Projects.

**Fiscal Impact:** The City will be reimbursed various amounts for each project based upon the amounts of materials installed in the field for the County’s portion of work and the bid prices provided by the lowest responsive and responsible bidder for each project.

---

**Purpose:**

To construct roadway improvements in areas that cross both City and County jurisdictions.

**Background:**

A portion of the Bogue Road Rehabilitation, Sanborn Road Improvements, and Franklin Avenue Improvements projects all share a jurisdictional right-of-way beyond the City limit line.

The Sanborn Road Improvements project design includes pavement repairs, roadway widening, and drainage improvements. The project limits are on Sanborn Road, between Nand Drive and Bogue Road, and on Bogue Road, between the Sikh Temple and Sanborn Road. The project was awarded to All-American Construction in November of 2018, with the total construction bid price for the project being \$431,002, with \$124,094.50 being for the County’s portion of costs. In the award staff report, the City recommended awarding the county portion of work contingent upon assurance of reimbursement from the County.

The Franklin Avenue Improvements project design includes roadway widening, ADA-compliant sidewalks and curb ramps, drainage improvements, sewer improvements, asphalt overlays, and striping improvements. The project limits are on Franklin Avenue between Palora Avenue and Gray Avenue, with improvements taking place on side streets as well. City staff estimates that the total project cost will be approximately \$1,359,612, with \$106,828 for the County’s portion of cost.

The Bogue Road Rehabilitation project consists of roadway widening, pavement repairs, asphalt overlays, ADA-compliant curb ramp improvements, and striping and signage improvements. The project limits were on Bogue Road, between Railroad Avenue and Garden Highway. The project was constructed in the winter of 2017/2018 with a total construction cost of \$766,499 with \$128,474 being within the County's jurisdiction.

The City wishes to enter into a Cooperative Agreement with Sutter County, which will allow the City to manage the construction of the projects in cooperation with the County, and be reimbursed by the County.

**Analysis:**

The attached agreement with Sutter County ensures that the County will reimburse the City of all construction items to be installed in County right-of-way by the City's contractors. The costs to be reimbursed will be based on the line-item prices given by the lowest responsible bidder and actual materials installed within County right-of-way for each respective project. Sutter County will be signing the agreement at their June 28<sup>th</sup> County Board of Supervisors meeting.

The City Attorney worked with City staff to develop the Cooperative Agreement.

**Fiscal Impact:**

Actual project costs will be paid through each project's respective CIP account. The City will be reimbursed the amounts estimate in the background section for each project. Actual dollar amounts may vary slightly based on actual quantities placed in the field during construction.

**Alternatives:**

Do not enter into the agreement with the County of Sutter. Failure to enter into this agreement would leave the City responsible for paying all project costs, including areas within County right-of-way.

**Recommendation:**

Adopt a resolution authorizing the execution of a Cooperative Agreement with the County of Sutter for the roadway and roadway component improvements associated with the Bogue Road Rehabilitation, Franklin Avenue Improvements, and Sanborn Road Improvements Projects.

**Attachments:**

1. Resolution and Cooperative Agreement
2. Exhibit – Project Location Maps

Prepared by:

*/s/ Joshua G. T. Wolfe*

Joshua G. T. Wolfe  
Assistant Civil Engineer

Submitted by:

*/s/ Diana Langley*

Diana Langley  
Interim City Manager

Reviewed by:

Department Head

BM

Finance

RB

City Attorney

SLC by email

# ATTACHMENT 1

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT WITH THE COUNTY  
OF SUTTER, FOR THE ROADWAY AND ROADWAY COMPONENT IMPROVEMENTS  
ASSOCIATED WITH THE BOGUE ROAD REHABILITATION, FRANKLIN AVENUE  
IMPROVEMENTS, AND SANBORN ROAD IMPROVEMENTS PROJECTS**

WHEREAS, through the Franklin Avenue Improvements project, located between Palora Avenue and Gray Avenue, the City is constructing improvements to roadway and roadway components within City and County right-of-way;

WHEREAS, through the Sanborn Road Improvements project, located between Bogue Road and Nand Drive on Sanborn Road and between the Sikh Temple and Sanborn Road on Bogue Road, the City is constructing improvements to roadway and roadway components within City and County right-of-way;

WHEREAS, through the Bogue Road Rehabilitation project, located between Railroad Avenue and Garden Highway, the City is constructing improvements to roadway and roadway components within City and County right-of-way;

WHEREAS, the County of Sutter requires a Cooperative Agreement in order to reimburse the City for the County's share of cost.

NOW THEREFORE BE IT RESOLVED and ordered by the City Council of the City of Yuba City as follows:

1. The Mayor is hereby authorized and directed to execute on behalf of the City of Yuba City the Cooperative Agreement, consistent with the material terms and conditions in the draft agreement attached to this resolution, and subject to review and approval as to legal form by the City Attorney, in the City of Yuba City between the City of Yuba City and the County of Sutter.
2. A copy of said draft Cooperative Agreement in the City of Yuba City is attached hereto for reference as Attachment A.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21<sup>st</sup> day of May 2019.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Shon Harris, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Buckland, City Clerk

APPROVED AS TO LEGAL FORM  
COUNSEL FOR YUBA CITY

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Shannon L. Chaffin, City Attorney  
Aleshire & Wynder, LLP

Attachment(s):

Attachment A – (Draft) Cooperative Agreement

# ATTACHMENT A

**COOPERATIVE AGREEMENT (“AGREEMENT”)**

**BETWEEN  
CITY OF YUBA CITY  
AND  
COUNTY OF SUTTER  
FOR THE  
BOGUE ROAD REHABILITATION, FRANKLIN AVENUE IMPROVEMENTS, AND  
SANBORN ROAD IMPROVEMENTS PROJECTS**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the COUNTY OF SUTTER, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF YUBA CITY, a Municipal Corporation, located in the County of Sutter, State of California, hereinafter referred to as "CITY." CITY and COUNTY are sometimes individually referred to hereinafter as “Party” and collectively as “Parties.”

**RECITALS:**

1. COUNTY and CITY, are authorized to enter into a cooperative agreement for improvements to the roadway and roadway components for City Project No. 14-05 Bogue Road Rehabilitation, City Project No. 18-01 Franklin Avenue Improvements, and City Project No. 18-02 Sanborn Road Improvements projects, hereinafter referred to as “PROJECTS”.
2. COUNTY and CITY desire to partner for the previously completed improvements on Bogue Road between Railroad Avenue and Garden Highway constructed by CITY as part of its Bogue Road Rehabilitation project. This project, hereinafter referred to as “BOGUE PROJECT”, included roadway widening for a portion of the roadway to allow for new bicycle lanes, new Americans with Disabilities Act (ADA)-compliant curb ramps, pavement repairs and digouts, a hot-mix asphalt (HMA) overlay, striping improvements, and signal improvements. The COUNTY has road right-of-way for a southerly portion of the roadway, from Railroad Avenue to South Park Drive. The BOGUE PROJECT layout plan, Exhibit A, describes the major components of the project and areas of responsibility.
3. COUNTY will contribute all costs for improvements previously completed in the COUNTY right-of-way through the BOGUE PROJECT totaling \$128,474 to cover all costs for excavation, paving, utility adjustment, signage, and striping and marking improvements.
4. CITY has contributed all costs for the improvements inside and outside of the COUNTY right-of-way through the BOGUE PROJECT totaling \$766,499.
5. COUNTY and CITY also desire to partner for improvements to be constructed on Franklin Avenue between South Palora Avenue and Gray Avenue by the CITY through its Franklin Avenue Improvements project. This project, hereinafter referred to as “FRANKLIN PROJECT”, will include roadway widening to allow for new bicycle lanes, new curb and



gutter, parkway strip, sidewalk, ADA-compliant curb ramps, storm drainage facilities, water service connections, sewer extension and service connections, pavement grinding, an HMA overlay, and striping improvements. The COUNTY has road right-of-way for southerly portions of the roadway, from South Palora Avenue to South Lawrence Avenue. The FRANKLIN PROJECT layout plan, Exhibit B, describes the major components of the project and areas of responsibility.

6. COUNTY will contribute all actual costs for improvements to be constructed in the COUNTY right-of-way through the FRANKLIN PROJECT totaling up to \$106,828, plus up to \$16,024 for construction management/contingency.
7. CITY will contribute all actual costs for improvements to be constructed outside of the COUNTY right-of-way through the FRANKLIN PROJECT, currently estimated to be up to \$1,359,612.

Notwithstanding, COUNTY and CITY acknowledge that the dollar amounts shown in Paragraphs 6 and 7 for FRANKLIN PROJECT are based on the unit prices and quantities from the current engineer's estimate. Actual dollar amounts will be adjusted as necessary based on unit prices from the lowest responsive and responsible bidder that is awarded the project and actual quantities installed. CITY will notify COUNTY in writing immediately upon determining that any adjustments are necessary.

8. Lastly, COUNTY and CITY also desire to partner for the improvements to be constructed on Sanborn Road between Bogue Road and Nand Drive, and Bogue Road between the Sikh Temple and Sanborn Road by CITY through its Sanborn Road Improvements Project. This project, hereinafter referred to as "SANBORN PROJECT", will include roadway widening to allow for new bicycle lanes, aggregate base shoulders, an aggregate base drainage swale, an HMA overlay, and striping improvements. The COUNTY has road right-of-way for the westerly portion of Sanborn Road, and the entirety of Bogue Road, west of Sanborn Road. The SANBORN PROJECT layout plan, Exhibit C, describes the major components of the project and areas of responsibility.
9. COUNTY will contribute all actual costs for improvements to be constructed in the COUNTY right-of-way through the SANBORN PROJECT totaling up to \$124,095, plus up to \$18,614 for construction management/contingency.
10. CITY will contribute all actual costs for improvements outside of the COUNTY right-of-way through the SANBORN PROJECT up to \$431,002.
11. Notwithstanding, COUNTY and CITY acknowledge that the dollar amounts shown in Paragraphs 10 and 11 for SANBORN PROJECT are based on the quantities from the current engineer's estimate and unit prices from the lowest responsive and responsible bidder that has been awarded the project. Actual dollar amounts will be adjusted as necessary based on actual quantities installed. CITY will notify COUNTY in writing immediately upon determining that any adjustments are necessary.

12. COUNTY and CITY now define in this agreement the terms and conditions of their financial contribution.

CITY WILL:

1. Award and administer the construction contract for the PROJECTS in accordance with the Public Contracting Code, County Contracting Policies and the terms of this Agreement.
2. Require its contractor to obtain a County Encroachment Permit, and oversee the construction and inspect the work in the COUNTY Right-of-Way for the PROJECTS to proceed in a good and workman-like manner.
3. Provide coordination with the COUNTY and its designated representative for the completion of the PROJECTS.
4. Provide Materials Testing for all concrete and asphalt in the COUNTY Right-of-Way in compliance with the COUNTY QAP Manual.
5. Change orders for COUNTY participating work will be considered in the event unanticipated conditions are encountered. All Change Orders for work in the COUNTY Right-of-Way must be approved by the County Road Commissioner or his designated representative prior to work being done. Cost of the Change Order(s) will be paid from the project contingency amount.

COUNTY WILL:

6. Reimburse CITY for COUNTY's share of the cost of BOGUE PROJECT. Reimbursement by COUNTY to CITY will be made within 30 days of COUNTY's receipt of CITY's invoice, provided that CITY provides evidence reasonably satisfactory to COUNTY that CITY has paid the Construction Amount to the contractor that performed the work for the BOGUE PROJECT.
7. Reimburse CITY for COUNTY's share of the cost of FRANKLIN PROJECT. Reimbursement by COUNTY to CITY will be made in full upon satisfactory completion of the FRANKLIN PROJECT and within 30 days of COUNTY's receipt of CITY's invoice, provided that CITY provides evidence reasonably satisfactory to COUNTY that CITY has paid the Construction Amount plus contingency to the contractor that performed the work for the FRANKLIN PROJECT.
8. Reimburse CITY for COUNTY's share of the cost of SANBORN PROJECT. Reimbursement by COUNTY to CITY will be made in full upon satisfactory completion of the SANBORN PROJECT and within 30 days of COUNTY's receipt of CITY's invoice, provided that CITY provides evidence reasonably satisfactory to COUNTY that CITY has paid the Construction Amount plus contingency to the contractor that performed the work for the SANBORN PROJECT.

Invoices and notices shall be sent to:

Development Services Department  
Scott Riddle, Associate Civil Engineer  
1130 Civic Center Drive  
Yuba City, CA. 95993

9. Provide a contact person for coordinating CITY's inspection for the work performed in COUNTY's Right-of-Way.
10. Provide coordination with CITY and its designated representative for the completion of the PROJECTS.
11. Provide Change Order review for work in COUNTY's Right-of-Way so the PROJECTS proceed in a good and workman-like manner.

GENERAL:

1. This Agreement shall be in effect as of the date executed and shall remain in effect until the terms of this Agreement are completed or amended.
2. Modifications or amendments affecting the terms and conditions contained in this Agreement shall be in writing and approved and executed by both parties.
3. This Agreement, all exhibits attached hereto, all other terms or provisions incorporated herein by reference, constitutes the understanding between CITY and COUNTY as to the subject matter contained herein.
4. Neither CITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this agreement. It is understood and agreed that, COUNTY will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this agreement.
5. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement. It is understood and agreed that, CITY will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.

## **AGREEMENT:**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above Recitals are incorporated by reference to the same extent and with the same force and effect as if fully set forth herein and shall constitute a part of this Agreement.

2. **MUTUAL INDEMNIFICATION.** The CITY and COUNTY shall mutually indemnify, protect, defend and hold harmless the other, including their respective managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with (1) any act, omission or neglect of the CITY or COUNTY's officers, directors, members, employees, agents, contractors or guests; (2) out of any breach by the CITY or COUNTY in the performance in a timely manner of any obligation to be performed under this Agreement; (3) any acts, omissions or negligence of the CITY or COUNTY or any person or entity claiming through or under CITY or COUNTY, or CITY or COUNTY's agents, employees, contractors, invitees or visitors; (4) any claim arising under the Americans With Disabilities Act of 1990, California Disabled Persons Act and/or similar laws; or (5) any claims and/or liability arising or governed by Workers Compensation law. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against CITY or COUNTY) litigated and/or reduced to judgment. In case any action or proceeding is brought against CITY or COUNTY by reason of any of the foregoing matters, CITY or COUNTY upon notice from the other Party shall defend the same at its expense by counsel reasonably satisfactory to the CITY or COUNTY and the other Party shall cooperate with CITY or COUNTY in such defense. The CITY or COUNTY need not have first paid any such claim in order to be so indemnified. In addition, the CITY OR COUNTY may require CITY or COUNTY to pay the CITY or COUNTY's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if the CITY or COUNTY shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by CITY or COUNTY or its counsel.

The CITY or COUNTY shall not be liable for security, injury or damage to the person or goods, wares, merchandise or other property of CITY or COUNTY, CITY or COUNTY's employees, contractors, invitees, customers, or any other person, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, including the commission of a crime, whether the said injury or damage results from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of the CITY or COUNTY or the CITY or COUNTY's employees, contractors or agents.

The provisions of this section shall survive the expiration or termination of this Agreement.

3. **ENTIRE AGREEMENT.** This Agreement together with the exhibits hereto, each of which are incorporated herein by this reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements with respect to same.

4. **INTERPRETATION/GOVERNING LAW/VENUE.** This Agreement shall be construed according to its fair meaning and as if prepared by both Parties. This Agreement shall be construed and interpreted in accordance with the laws of the State of California in effect at the time it is recorded. Venue for any action arising out of this Agreement shall be within the California Superior Court, County of Sutter or Federal District Court, Eastern District of California, Sacramento Division.

5. **VOLUNTARY AGREEMENT.** The Parties each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The Parties further declare that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with legal counsel of their choosing if desired, in deciding whether to execute this Agreement.

6. **MODIFICATION OR AMENDMENT.** This Agreement may only be amended or modified in writing executed by the CITY and COUNTY and recorded in the public records of Sutter County Records.

7. **OBLIGATION.** Nothing in this Agreement shall obligate or require the Parties to commence any of the projects described, referenced or identified within this Agreement.

8. **ATTORNEY'S FEES.** In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties arising from this Agreement, the prevailing Party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CITY OF YUBA CITY, a Municipal Organization

By: \_\_\_\_\_  
Shon Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Patricia Buckland, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Shannon L. Chaffin, City Attorney

"CITY"

COUNTY OF SUTTER, a political subdivision of the State of California

By: \_\_\_\_\_  
Neal Hay, Director of Development Services  
for the County of Sutter

APPROVED AS TO FORM:

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

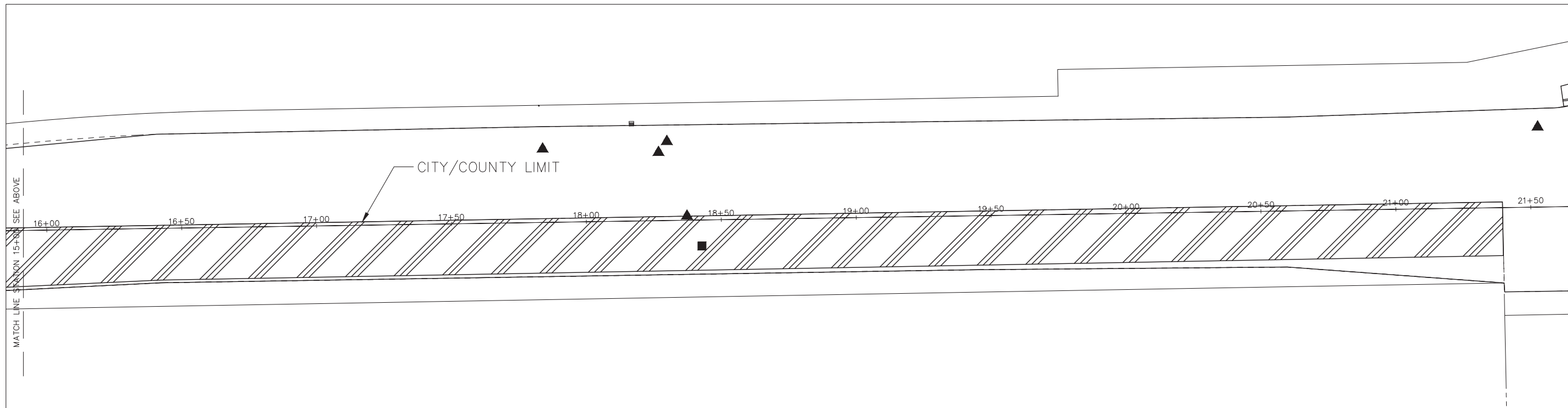
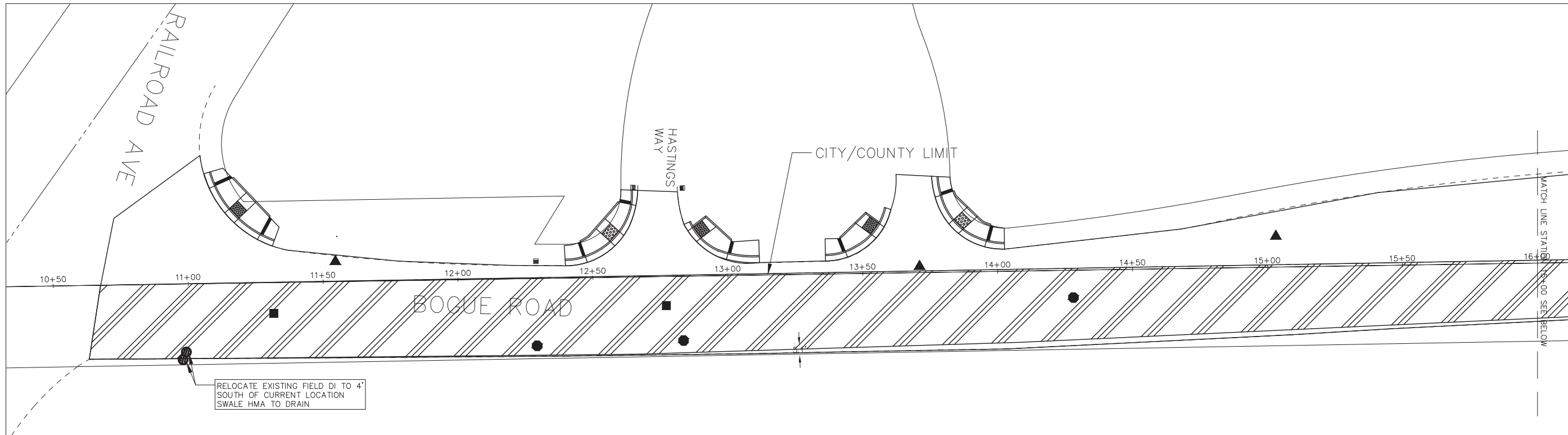
ATTEST:

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

"COUNTY"

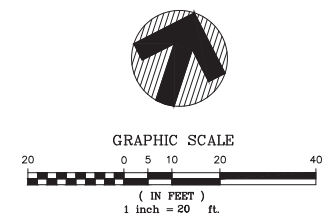
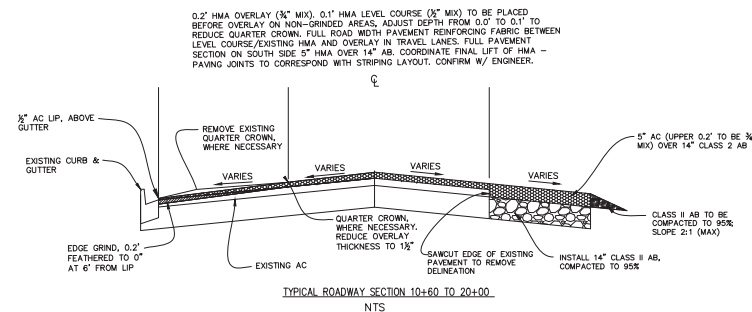
# EXHIBIT A

# EXHIBIT A - BOGUE PROJECT LAYOUT PLAN



- LEGEND**
- COUNTY PORTION
  - WATER VALVE OR MONUMENT
  - SANITARY SEWER MANHOLE
  - STORM SEWER MANHOLE

TOTAL COUNTY AREA: 25,157 SF  
 TOTAL ROAD WIDENING: 10,245 SF  
 TOTAL AC (3/4"): 390 TONS  
 TOTAL AC (1/2"): 288 TONS

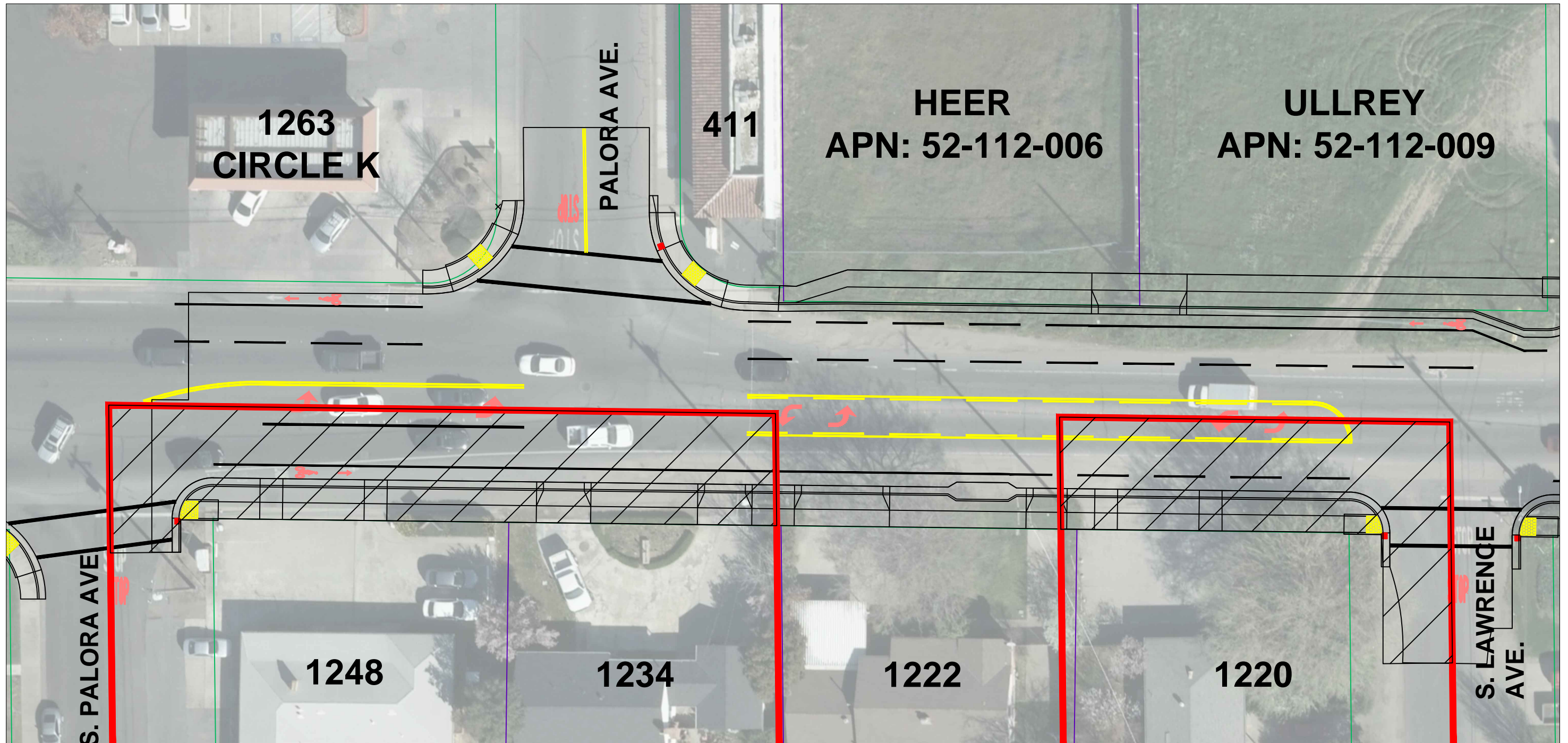


**CITY of YUBA CITY**  
 BOGUE ROAD REHABILITATION  
 COUNTY PORTION  
 STA 10+00 TO STA 21+50

SUBMITTED BY: M. DHALIWAL	DESIGN BY: MPD	DRAWING No.
1201 CIVIC CENTER BLVD. YUBA CITY, CA 95993 (530) 822-4632	DRAWN BY: MPD CHECKED BY: STAFF DATE OF PLANS: 05-16-2017	5360-D SHEET 4 OF 14 SHEETS



# EXHIBIT B



1263  
CIRCLE K

PALORA AVE.

411

HEER  
APN: 52-112-006

ULLREY  
APN: 52-112-009

S. PALORA AVE.

1248

1234

1222

1220

S. LAWRENCE  
AVE.

**EXHIBIT B - FRANKLIN PROJECT LAYOUT PLAN**



SCALE: 1" = 30'

LEGEND:



- - CITY / COUNTY LINE
- / / - PORTION OF PROJECT WITHIN COUNTY JURISDICTION

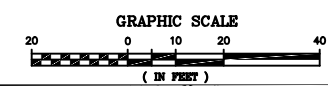
# EXHIBIT C

EXHIBIT C - SANBORN PROJECT LAYOUT PLAN



LEGEND:

-  PORTION OF PROJECT WITHIN COUNTY JURISDICTION
-  PROJECT LIMITS



**CITY of YUBA CITY**

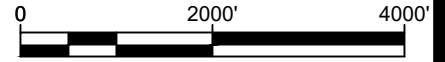
SANBORN ROAD IMPROVEMENTS  
CONSTRUCTION 3  
BOGUE RD STA 11+50 TO 21+00



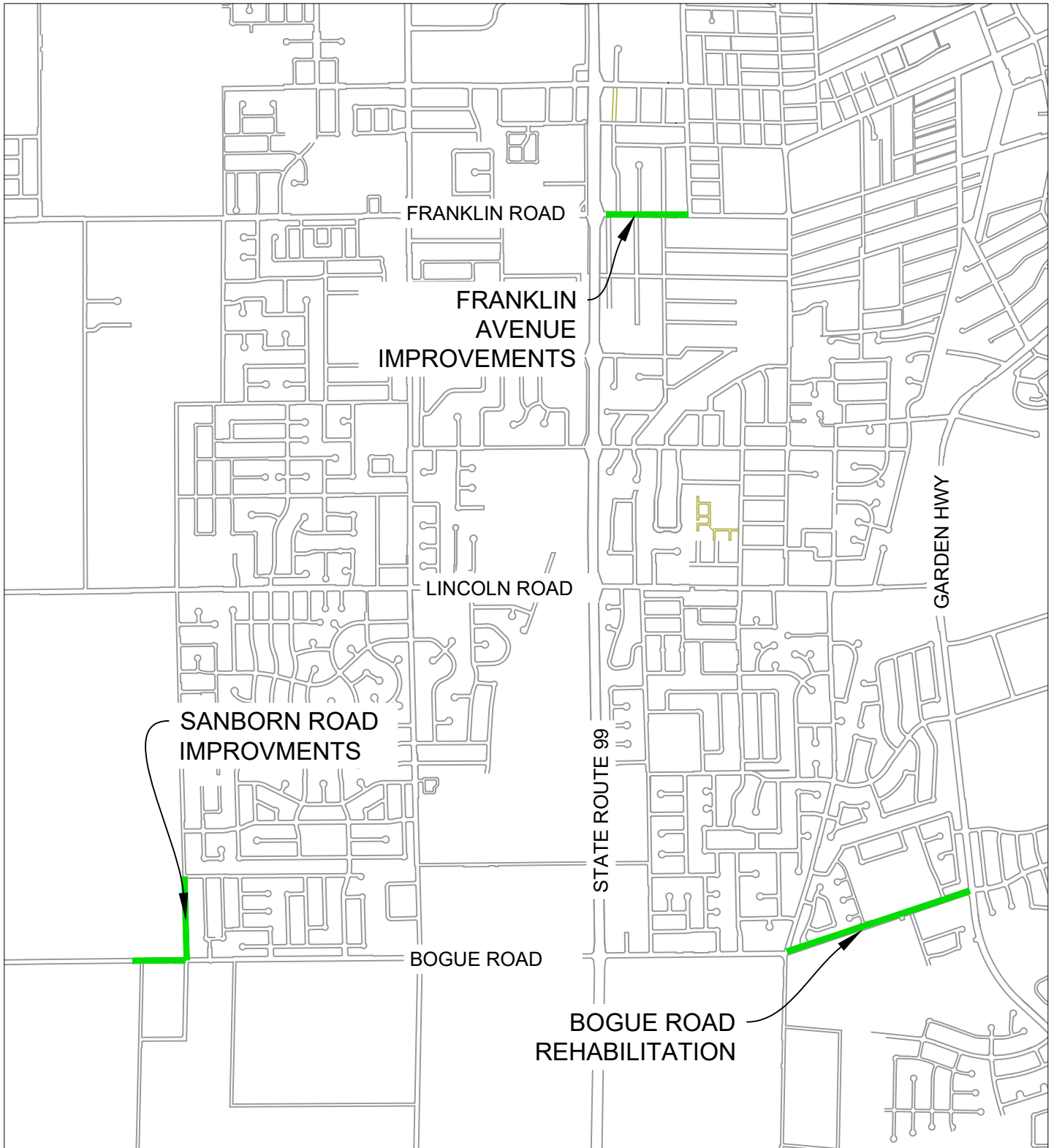
SUBMITTED BY: M. DHALIWAL	DESIGN BY: JH	DRAWING No.
1201 CIVIC CENTER BLVD. YUBA CITY, CA 95993 (530) 822-4632	DRAWN BY: JH CHECKED BY: STAFF	5433-D
DATE OF PLANS: SEPTEMBER 18, 2018		SHEET <u>6</u> OF <u>10</u> SHEETS

## ATTACHMENT 2

CITY OF YUBA CITY  
PROJECT LOCATION MAP  
CITY-COUNTY COOPERATIVE AGREEMENT



SCALE: 1" = 2,000'



CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Community Services Department  
**Presentation By:** Brad McIntire, Community Services Director

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**Summary**

**Subject:** Urban Forest Management Plan

**Recommendation:** A. Award a Professional Services Agreement to Davey Resource Group of Kent, OH in the amount of \$226,234 to develop an Urban Forest Management Plan and perform a comprehensive tree inventory, with the finding that it is in the best interest of the City.

B. Authorize the City Manager to enter into an agreement with Davey Resource Group on behalf of the City, in substantial compliance with the grant criteria and Scope of Work provided in the RFP process, subject to review and approval by the City Attorney.

**Fiscal Impact:** \$226,234 – CIP Account No. 901264

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**Purpose:**

To develop an Urban Forest Management Plan and perform a comprehensive tree inventory.

**Background:**

At the May 15, 2018 Council meeting, Council adopted a resolution authorizing staff to apply for the California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Grant Program. Staff received grant funds in the amount of \$376,240 in September 2018. The grant focuses on the use of trees to provide multiple benefit solutions to the community. The projects funded through the program result in a net greenhouse gas (GHG) reduction, which plays a significant role in meeting the State's GHG emission-reduction targets.

Community Services' grant application included the following items:

- Develop a comprehensive Urban Forest Management Plan that includes a City owned tree inventory and a Citywide canopy assessment, a forty-year management plan, an update of tree ordinances, and provide the opportunity for community engagement.
- Plant 500 trees located in low-income areas throughout the City. In partnership with Yuba City Unified School District 100 of the 500 trees will be planted at schools in low-income areas.

The City's Tree Ordinance was last updated in 1968 and the last tree inventory was completed in 2002.

Grant funds received must be exhausted by March 30, 2022.

**Analysis:**

Community Services staff collaborated with the Finance Department to develop a Request for Proposal (RFP19-06). Notification was sent to four (4) vendors and the following two (2) proposals were opened on March 21, 2019.

<u>Vendor</u>	<u>Bid Amount</u>
1. <b>Davey Resource Group of Kent, OH</b>	<b>\$226,234.00</b>
2. ArborPro, Inc. of Yorba Linda, CA	\$ 68,400.00

The RFP specified that certain criteria, such as interview, cost, compliance with RFP, and field information (including references and past deliverables from other jurisdictions) would be used to evaluate potential consultants. A committee of three (3) City staff members evaluated the proposals.

Per the grant requirements, the Scope of Work provided from Davey Resource Group will be as follows: tree inventory, tree management software and training to City staff, development of a forty-year Urban Forest Management Plan for the trees maintained by the City (public trees) and a GIS canopy assessment for the entire City (public and private trees), as well as updating the City Tree Ordinance and assisting in community engagement.

City staff conducted an interview with Davey Resource Group to discuss their specific processes and procedures. An interview was not conducted with ArborPro Inc. due to the fact ArborPro's bid did not provide all items required as outlined in the RFP specifications, such as a forty-year Urban Forest Management Plan for trees maintained by the City and the GIS canopy assessment for the entire City. ArborPro's bid also did not include updating of the City Tree Ordinance or assisting with community engagement.

Based on the proposal review and interview, staff recommends award of a Professional Services Agreement to Davey Resource Group of Kent, OH based on their overall ability to provide the services required, the quality of their work, and their level of experience.

**Fiscal Impact:**

\$226,234 – CIP Account No. 901264

**Alternatives:**

- 1) Reject all proposals and request a new RFP.
- 2) Direct staff to utilize a different consultant that meets the RFP criteria.

**Recommendation:**

A. Award a Professional Services Agreement to Davey Resource Group of Kent, OH in the amount of \$226,234 to develop an Urban Forest Management Plan and perform a comprehensive tree inventory, with the finding that it is in the best interest of the City.



B. Authorize the City Manager to enter into an agreement with Davey Resource Group on behalf of the City, in substantial compliance with the grant criteria and Scope of Work provided in the RFP process, subject to review and approval by the City Attorney.

Attachments:

1. Proposed Scope of Work

Prepared By:

*[/s/ Brad McIntire](#)*

Brad McIntire  
Community Services Director

Submitted By:

*[/s/ Diana Langley](#)*

Diana Langley  
Interim City Manager

Reviewed By:

Finance  
City Attorney

[RB](#)

[SLC by email](#)

## Proposal Costs

Projected pricing for this project is based on our interpretation of Yuba City's RFP, our past experience in developing plans, and examining what we believe will be needed to satisfactorily complete the City's tree inventory and urban forest master plan. Each task within each phase is priced separately. Adjustments can be made to the budget based on the number of interviews, and hours of research committed to the project. We would be happy to discuss our pricing to ensure it fits your budget parameters to develop a plan that fits the needs of the city.

Task	Estimated Total
<b>Tree Inventory</b>	
Collect CALFIRE attributes on 12,000 public trees   2 certified arborists   7 weeks	50,000
<b>Software</b>	
Delivered in TreeKeeper. First year free. \$2,500 per year thereafter. Training and upgrades included	Included
<b>Part A: Management Plan Services</b>	
Ordinance, policy, program, budget and tree list review and recommendations. Stakeholder Interviews.	44,336
Public Meetings (4 community, 2 council, 1 tree board, 1 Parks Board)	30,300
Community Survey with analysis	3,500
Web-Based Story Map	7,650
UFMP Development and review (Draft 1, Draft 2, Final)	29,000
Training - provide training to City staff to administer UFMP	12,000
Preparation of Greenhouse Gas Emissions Calculations (Thirteen (13) GHG quarterly reports)	2,000
<b>Part C: Urban Tree Canopy Assessment</b>	
Advanced Resource Analysis (i-Tree Streets)	6,200
Urban Tree Canopy Assessment/Analysis (UTC)	
<ul style="list-style-type: none"> <li>Land cover mapping/editing (5-class)</li> </ul>	10,000
<ul style="list-style-type: none"> <li>Land cover metrics</li> </ul>	1,770
<ul style="list-style-type: none"> <li>Ecosystem Services (Benefits)</li> </ul>	1,600
<ul style="list-style-type: none"> <li>Stormwater Pollution Assessment</li> </ul>	1,765
<ul style="list-style-type: none"> <li>Priority Planning Analysis</li> </ul>	5,000
<ul style="list-style-type: none"> <li>Canopy Change</li> </ul>	5,300
<ul style="list-style-type: none"> <li>Socio-Economic and Demographic Analysis</li> </ul>	4,400
<ul style="list-style-type: none"> <li>Tree Canopy Health Assessment</li> </ul>	1,765
<ul style="list-style-type: none"> <li>Forest Fragmentation</li> </ul>	1,120
<ul style="list-style-type: none"> <li>Climate Vulnerable Green/Grey Infrastructure</li> </ul>	7,058
<ul style="list-style-type: none"> <li>Canopy Percent By Right-of-Way</li> </ul>	1,470
Total	\$226,234

## Attachment A

Minimum Data Collection Attributes for CAL FIRE Grant-Funded Urban Tree Inventories

**Davey Resource Group will collect the following data attributes requires for Yuba City to fulfil its CALFIRE grant. Additional considerations will be discussed during the project Kick- off meeting**

- **Mapping coordinate.** X and Y coordinate locations (latitude and longitude). Each tree and planting site will be located using GIS and/or GPS equipment.
- **Block side.** The location of each street tree and planting site so that they can easily be identified for future work. Street trees and planting sites will be located using a street name, side of lot, tree number, and block side information (on street, from street, and to street).
- **Location.** The tree’s physical location in relation to public Right of Way and/or public space will be recorded.
- **Species.** Trees will be identified by *genus* and *species*, and by common name.
- **Diameter.** Tree trunk diameter will be recorded. This should be to the nearest 1- inch.
- **Stems.** The number of stems a tree has will be recorded.
- **Condition.** In general, the condition of each tree will be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture:

Excellent	100%
Very Good	90%
Good	80%
Fair	60%
Poor	40%
Critical	20%
Dead	0%

- **Maintenance need.** The following maintenance categories (*or similar approved by CAL FIRE prior to collection*) will be collected:
  1. **Priority 1 Removal.** Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category will have a large percentage of dead crown, and pose an elevated level of risk for failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that are high liability risks are included in this category. These trees are the first ones that should be removed.
  2. **Priority 2 Removal.** Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need a. enon as soon as “Priority One” trees are removed.
  3. **Priority 3 Removal.** Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.
  4. **Priority 1 Prune.** Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees have broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in

diameter.

5. **Priority 2 Prune.** These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety hazards.
  6. **Large Tree Routine Prune.** These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are large enough to require bucket truck access or manual climbing.
  7. **Small Tree Routine Prune.** These trees require routine horticultural pruning to correct structural problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.
  8. **Training Prune.** Young, large-growing trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole-pruner by a person standing on the ground.
  9. **Stump Removal.** This category indicates a stump that should be removed.
  10. **Plant Tree.** During the inventory, vacant planting sites will be identified by street and address. The size of the site is designated as small, medium, or large (indicating the ultimate size that the tree will attain), depending on the growing space available and the presence of overhead wires.
- **Clearance Required.** Trees, which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles, will be identified, as well as those trees blocking clear visibility of signs or traffic signals.
  - **Hardscape Damage.** Damage to sidewalks and curbs by tree roots are noted. Notes on potential fixes for the problem are encouraged (redesign options etc....)
  - **Overhead Utilities.** The inventory indicates whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.
  - **Grow space.** The area within the growing space is categorized as:

<b>T</b>	Tree Lawn
<b>W</b>	Well/Pit
<b>M</b>	Median
<b>P</b>	Raised Planter
<b>O</b>	Open/Unrestricted
<b>I</b>	Island
<b>U</b>	Unmaintained Area
  - **Space Size.** The narrowest dimension of the Grow Space, in feet. (I.e., 3'x3' cut-out, 4' parkway strip, open parkland, etc.....)
  - **Notes.** Additional information regarding disease, insects, mechanical damage, etc. can be included in this field.

## Limited Warranty

The Davey Tree Expert Company, its divisions, agents, representatives, operations, and subsidiaries (collectively “Davey”) provides this Limited Warranty as a condition of providing the services outlined in the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Services”).

Davey provides the Services utilizing applicable standard industry practices and based on the facts and conditions known at the point in time the Services are performed. Facts and conditions related to the subject of the Services may change over time. Davey cannot predict or determine developments concerning the subject of the Services and will not be liable for any developments, changes, or conditions that occur, including, but not limited to, decay or damage by the elements, persons or implements, insect infestation, deterioration, conditions not discoverable using the means and methods used to perform the Services, or acts of God or nature or otherwise. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis. Davey will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that items will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition. Davey may have reviewed publicly available or other third-party records or conducted interviews, and has assumed the genuineness of such documents and statements. Davey disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any information obtained from any third-party or publicly available source.

To the extent permitted by law, Davey does not make and expressly disclaims any warranties or representations of any kind, express or implied, with respect to completeness, accuracy, or current nature of the information contained in the Services or the reports or findings resulting therefrom beyond that expressly contracted for by Davey in the agreements between the parties, including but not limited to, performing diagnosis or identifying hazards or conditions not within the scope of the Services or not readily discoverable using applicable standard industry practices. Davey disclaims any warranty of fitness for any particular purpose. Davey’s warranty is limited to one year from the date Services are performed. Davey’s liability for any claim, damage, or loss, whether direct, indirect, special, consequential, or otherwise, caused by or related to the Services shall be limited to the Services expressly contracted to be performed by Davey.

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** City Treasurer  
**Presentation By:** Spencer Morrison, Accounting Manager/City Treasurer

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**Summary**

**Subject:** Presentation of Investment Report – Quarter Ended March 31, 2019  
**Recommendation:** Note & File Quarterly Investment Report  
**Fiscal Impact:** Informational item only

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**Purpose:**

To provide information regarding the investment of City funds.

**Background:**

In accordance with the City's adopted Investment Policies, staff has prepared the attached investment report for City Council review for the previous quarter (January, February, and March).

**Analysis:****Portfolio Highlights:**

- As of March 31, 2019, the City's overall investment portfolio (estimated market value) totaled \$131,456,185, an increase of \$18,761,438 from the previous quarter.
- Notable transactions during the quarter that affected cash flow included:
  - Receipt of 5<sup>th</sup> Street Bridge construction reimbursement claims 13 and 14, \$10.9 million;
  - First property tax allocation received from County of Sutter, \$9.9 million
  - Routine payment of salaries and benefits, \$8.0 million;
  - SBFCA construction related costs and receipts, \$7.7 million and \$4.6 million, respectively;
  - Sales tax receipts, \$3.6 million;
  - Wastewater Treatment Plant improvement project costs, \$1.3 million
- The portfolio shows a "paper loss" of \$117,150 as of March 31<sup>st</sup>. This represents the amount of value that the City would lose if it were to liquidate its entire portfolio at the end of the reporting period. However, such losses will not be realized if the investments are held until maturity (which is the City's general investment strategy).
- The City's portfolio continues to collect higher yields with each maturing bond lifting the overall portfolio yield compared to past quarters. The portfolio remains positioned for large cash flow needs due to the 5<sup>th</sup> St. Bridge and SBFCA construction projects, and is positioned well for future declining rates by keeping the maturity dates of our purchases on the shorter to neutral side, 0.70 average years to maturity, while watching for early signs of an inevitable economic

downturn. For the quarter ended 3/31/19, seven investments matured or sold with an average yield of 1.57%. The funds were re-invested in eight instruments with an average yield of 2.85%. The Weighted Average Yield to Maturity of the City's total investment portfolio increased from 1.92% to 2.20% for the quarter.

- The City's cash flow needs will be met by roughly \$50.6 million as of March 31<sup>st</sup> (approximately 47.9% of the City Held Investments portfolio value) that is currently invested in LAIF, CAMP, Dreyfus money management funds, and in the City's Wells Fargo checking account, which are wholly liquid.

**Outlook:** With a slowing economy, the Federal Reserve announced it has no plans to increase rates for the remainder of 2019, which drove rates down this quarter. Rate inversion also deepened, but the markets are not showing a recession with several other indicators looking more positive such as a better-than-expected jobs-added report and a decrease in unemployment to 3.6% as of May 3<sup>rd</sup>. Nonetheless, large and small businesses alike are losing confidence and showing signs of pulling back. Expect to see the City's portfolio moving toward a more neutral duration posture with a purchasing emphasis on higher-grade corporate bonds.

**Summary Overview:** The City's investment portfolio continues to remain safe and stable. Each investment continues to be in compliance with state law and the City's formal Investment Policies. Our three primary objectives for the City's portfolio are safety, liquidity, and then yield. With this in mind, staff continues to conservatively look for opportunities in today's marketplace while remaining focused on our primary objectives.

**Fiscal Impact:**

Informational Item only.

**Recommendation:**

Note and file the Quarterly Investment Report for the period ending March 31, 2019.

**Attachment:**

1. Quarterly Investment Report

Prepared and Submitted By:

*/s/ Spencer Morrison*

Spencer Morrison  
City Treasurer

Reviewed By:

City Manager

[DL](#)

Finance

[RB](#)

City Attorney

[SLC by email](#)

# ATTACHMENT 1





City of Yuba City

# Treasurer's Quarterly Investment Report

AS PRESCRIBED BY CALIFORNIA GOVERNMENT CODE SECTION 53646

*March 31, 2019*

**City of Yuba City – Month-By-Month Comparison Report  
March 31, 2019**

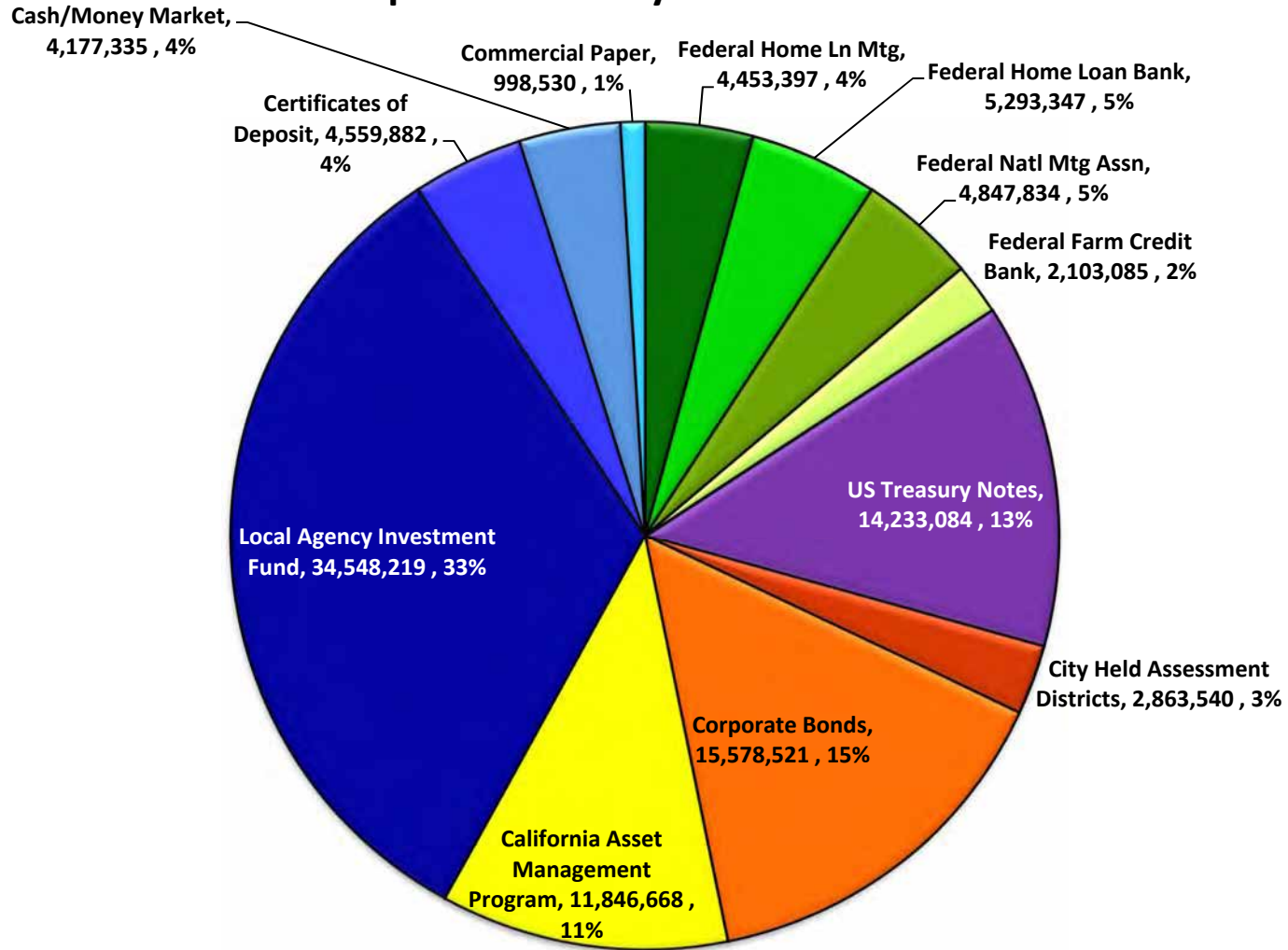
The following table provides a comparison of the portfolio for the quarter ended March 31, 2019, and the previous quarters ended June, September, and December, 2018.

<b>Portfolio Comparison</b>				
	06/30/2018	09/30/2018	12/31/2018	<b>3/31/2019</b>
Cost Basis	\$106,624,089	\$124,955,340	\$113,138,004	<b>\$131,573,336</b>
Estimated Market Value	105,749,024	124,208,109	112,694,747	<b>131,456,185</b>
Unrealized Gains/(Losses) <sup>(1)</sup>	(875,065)	(747,231)	(443,247)	<b>(117,150)</b>
Liquidity	50.24%	46.47%	40.18%	<b>47.93%</b>
Weighted Average Years: Maturity of City Held Funds	1.16 years	1.15 years	0.85 years	<b>0.70 years</b>
LAIF Interest Rate	1.900%	2.160%	2.160%	<b>2.550%</b>
CAMP Interest Rate	2.050%	2.140%	2.140%	<b>2.610%</b>
Portfolio: Weighted Average Yield to Maturity at Market	1.75%	1.79%	1.92%	<b>2.20%</b>
CPI (Annualized)	2.9%	2.3%	1.9%	<b>1.9%</b>

Note: (1) This represents the amount of money that the City would gain (or lose) if it were to liquidate its entire portfolio at the end of the reporting period. However, such gains (or losses) will not be realized if the investments are held until maturity (which is the City's historical investment strategy).

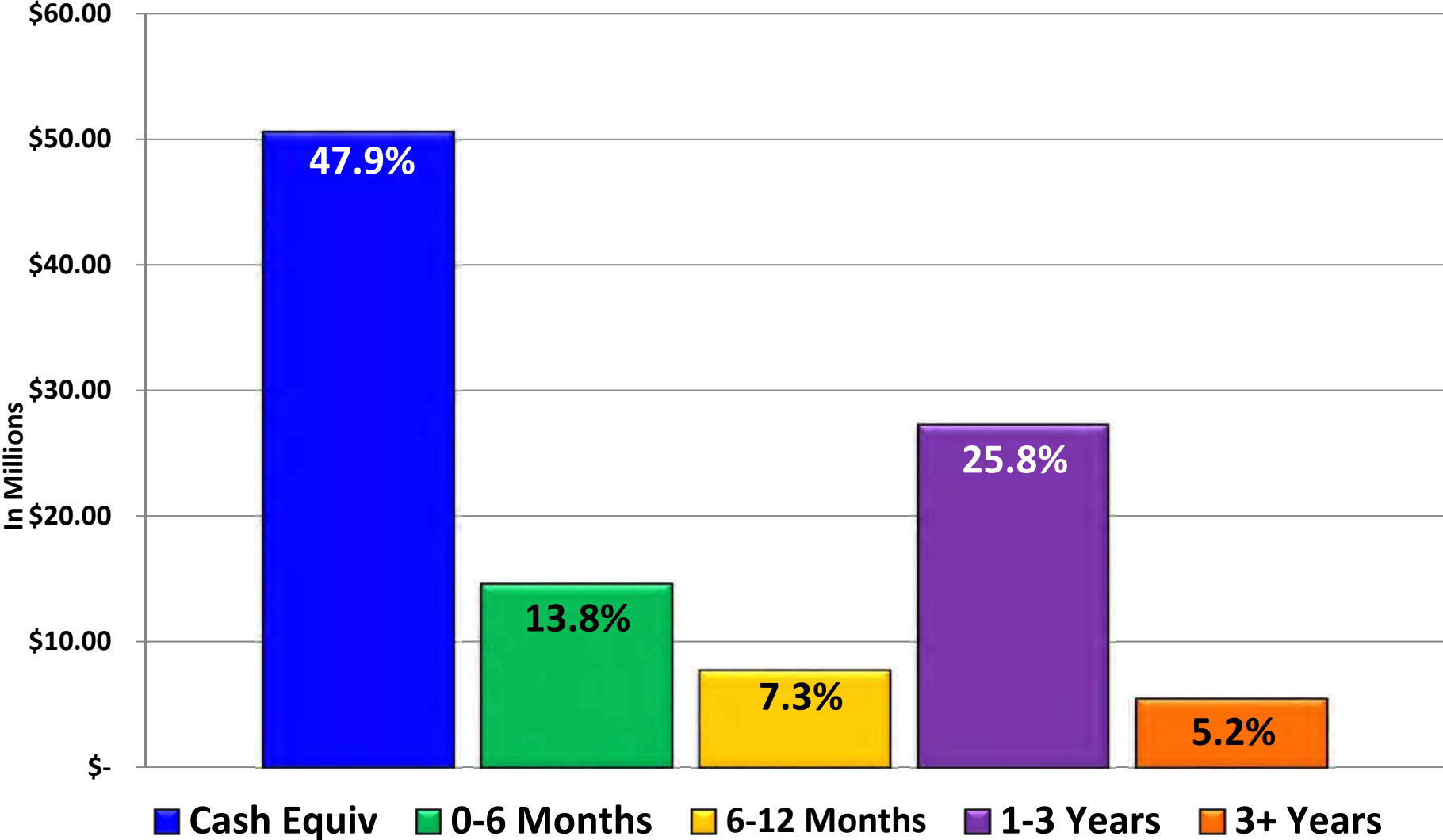
City of Yuba City – Quarterly Investment Report  
March 31, 2019

Composition of City Held Investments



City of Yuba City – Quarterly Investment Report  
March 31, 2019

City Held Investment Portfolio Maturity Distribution



**City of Yuba City  
Monthly Investment Statement  
City Held Investments**

**March 2019**

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
	U.S. Consumer Price Index (Inflation)		03/31/19		1.900%			
1	Local Agency Investment Fund (LAIF)	N/A	Daily	2.550%	2.550%	\$ 34,543,143	\$ 34,548,219.42	\$ 5,076
2	Calif. Asset Management Program (CAMP)	N/A	Daily	2.610%	2.610%	\$ 11,846,668	\$ 11,846,667.65	-
3	Wells Fargo Money Market & Checking Accts.	N/A	Daily (Sweep)	0.189%	0.189%	\$ 3,549,180	\$ 3,549,180.25	-
4	Dreyfus Govt Cash Management Fund	26200630S	Daily	2.140%	2.140%	\$ 628,155	\$ 628,154.56	-
5	Bank Of Nova Scotia Houston CD	06417GUE6	04/05/19	1.910%	1.910%	\$ 250,000	\$ 249,962.50	(38)
6	Federal Home Loan Mortgage Corp (Freddie Mac)	3137EADZ9	04/15/19	1.125%	1.130%	\$ 1,004,110	\$ 999,480.00	(4,630)
7	MUFG Bank Ltd NY DC/P	62479MRG0	04/19/19	0.000%	2.610%	\$ 490,363	\$ 499,490.00	9,128
8	Goldman Sachs Grp Inc Corp NT (Callable)	38141GVT8	04/25/19	2.000%	2.096%	\$ 34,903	\$ 34,983.06	80
9	Goldman Sachs Grp Inc Corp NT (Callable)	38141GVT8	04/25/19	2.000%	2.022%	\$ 199,872	\$ 199,904.14	32
10	Dexia Credit Local DC/P	25214PKQ5	04/29/19	0.000%	2.580%	\$ 490,685	\$ 499,040.00	8,355
11	US Treasury Notes	912828ST8	04/30/19	1.250%	1.280%	\$ 499,648	\$ 499,475.00	(173)
12	Pfizer Inc Corporate Bonds	717081DL4	05/15/19	2.100%	2.220%	\$ 499,320	\$ 499,720.00	400
13	Caterpillar Financial Service Corporate Bonds	14912L6R7	05/18/19	1.350%	1.380%	\$ 999,260	\$ 998,270.00	(990)
14	Wells Fargo & Company Notes	94988J5D5	05/24/19	1.750%	1.260%	\$ 1,013,560	\$ 998,780.00	(14,780)
15	Citigroup Inc Corp Notes	172967KS9	06/07/19	2.050%	2.068%	\$ 99,948	\$ 99,882.00	(66)
16	Federal Home Loan Bank	313379EE5	06/14/19	1.625%	2.190%	\$ 1,240,977	\$ 1,248,025.00	7,048
17	Federal Farm Credit Bank	3133EJSQ3	06/25/19	2.350%	2.404%	\$ 999,472	\$ 1,000,060.00	588
18	Federal Home Loan Bank	3130A8NN9	06/28/19	0.800%	0.810%	\$ 996,726	\$ 996,040.00	(686)
19	Oracle Corporate Bonds	68389XAG0	07/08/19	5.000%	2.544%	\$ 514,150	\$ 503,070.00	(11,080)
20	US Treasury Notes	912828WW6	07/31/19	1.625%	2.205%	\$ 545,896	\$ 548,410.50	2,514
21	Federal Home Loan Mortgage Corp (Freddie Mac)	3137EADK2	08/01/19	1.250%	2.180%	\$ 582,334	\$ 587,628.20	5,294
22	Skandinav Enskilda Banken NY CD	83050FXT3	08/02/19	1.840%	1.851%	\$ 499,805	\$ 498,685.00	(1,120)
23	America Honda Finance Corporate Bonds	02665WAH4	08/15/19	2.250%	2.290%	\$ 249,538	\$ 249,617.50	80
24	Federal National Mortgage Assn Notes (Fannie Mae)	3136G32H7	08/23/19	1.150%	1.160%	\$ 850,000	\$ 845,605.50	(4,395)
25	Federal Home Loan Bank	313383VN8	09/13/19	2.000%	2.478%	\$ 995,020	\$ 997,850.00	2,830
26	Bank of Feather River CD	1377001211-PF	09/17/19	2.000%	2.000%	\$ 1,002,735	\$ 1,002,734.92	-
27	Fannie Mae Series 2015-M13 ASQ2	3136AQDQ0	09/25/19	1.646%	1.084%	\$ 9,691	\$ 9,561.06	(130)
28	US Treasury Notes	912828F39	09/30/19	1.750%	1.740%	\$ 502,852	\$ 498,185.00	(4,667)
29	Burlington Northern Corporate Bonds	12189TBC7	10/01/19	4.700%	1.465%	\$ 138,033	\$ 126,331.25	(11,701)
30	US Treasury Notes	912828F62	10/31/19	1.500%	1.500%	\$ 551,225	\$ 546,925.50	(4,299)
31	US Treasury Notes	9128283N8	12/31/19	1.875%	2.580%	\$ 594,141	\$ 597,468.00	3,327
32	General Electric Cap Corp Notes	36962G4J0	01/08/20	5.500%	2.233%	\$ 482,031	\$ 434,218.25	(47,813)
33	Federal Home Loan Mortgage Corp (Freddie Mac)	3137EAAE5	01/17/20	1.500%	2.780%	\$ 1,479,051	\$ 1,488,735.00	9,684
34	US Bank NA Cincinnati	90331HNB5	01/24/20	2.000%	3.068%	\$ 986,820	\$ 994,810.00	7,990
35	Credit Suisse New York CD	22549LFR1	02/07/20	2.670%	2.670%	\$ 250,000	\$ 250,282.50	283

**City of Yuba City  
Monthly Investment Statement  
City Held Investments**

**March 2019**

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
36	American Honda Finance Global Notes	02665WBM2	02/14/20	2.000%	2.050%	\$ 470,524	\$ 475,414.02	4,890
37	Federal National Mortgage Assn Notes (Fannie Mae)	3135G0T29	02/28/20	1.500%	1.522%	\$ 89,942	\$ 89,252.10	(690)
38	Walt Disney Co Corporate Bonds	25468PDP8	03/04/20	1.950%	1.830%	\$ 601,854	\$ 595,968.00	(5,886)
39	Federal Farm Credit Bank	3133EJB81	03/25/20	2.730%	2.840%	\$ 1,098,262	\$ 1,103,025.00	4,763
40	Federal National Mortgage Assn Notes (Fannie Mae)	3136G0E56	03/27/20	1.625%	1.630%	\$ 999,650	\$ 992,160.00	(7,490)
41	Fannie Mae Series 2015-M12 FA	3136AP3Z3	04/01/20	2.502%	0.540%	\$ 14,198	\$ 14,184.81	(13)
42	Toyota Motor Credit Corp	89236TDU6	04/17/20	1.950%	1.950%	\$ 501,810	\$ 496,685.00	(5,125)
43	Federal Home Loan Mortgage Corp (Freddie Mac)	3137EAEF2	04/20/20	1.375%	1.492%	\$ 219,248	\$ 217,610.80	(1,637)
44	Federal National Mortgage Assn Notes (Fannie Mae)	3136G0W23	04/30/20	1.500%	1.930%	\$ 495,035	\$ 494,990.00	(45)
45	Federal Home Loan Mortgage Corp (Freddie Mac)	3134G44G0	05/22/20	1.500%	2.070%	\$ 1,044,151	\$ 1,047,282.46	3,132
46	US Treasury Notes	912828XE5	05/31/20	1.500%	1.880%	\$ 544,951	\$ 544,285.50	(666)
47	Bank Of Nova Scotia Houston CD	06417GU22	06/05/20	3.080%	3.100%	\$ 249,905	\$ 251,750.00	1,845
48	John Deere ABS 2016-B A3	47788NAC2	06/15/20	1.250%	1.250%	\$ 10,621	\$ 10,593.68	(27)
49	JP Morgan Chase & Co Corp Note (Callable)	46625HLW8	06/23/20	2.750%	2.639%	\$ 477,361	\$ 475,247.00	(2,114)
50	US Treasury Notes	912828VP2	07/31/20	2.000%	1.229%	\$ 129,136	\$ 124,395.00	(4,741)
51	Westpac Banking Corp NY CD	96121T4A3	08/03/20	2.050%	2.050%	\$ 450,000	\$ 447,475.50	(2,525)
52	Bank Of Montreal Chicago CD	06370REU9	08/03/20	3.190%	3.230%	\$ 425,000	\$ 427,018.75	2,019
53	Ally ABS 2016-3 A3	02007LAC6	08/15/20	1.440%	1.445%	\$ 10,023	\$ 10,011.14	(12)
54	US Treasury Notes	912828VV9	08/31/20	2.125%	1.761%	\$ 345,525	\$ 338,884.80	(6,640)
55	Ford ABS 2016-B A3	34532EAD7	10/15/20	1.330%	1.334%	\$ 11,098	\$ 11,070.49	(28)
56	Federal National Mortgage Assn Notes (Fannie Mae)	3136G0AW1	10/16/20	2.350%	1.990%	\$ 504,935	\$ 499,730.00	(5,205)
57	Sumitomo Mitsui CD	86565BPC9	10/16/20	3.390%	2.990%	\$ 249,660	\$ 253,495.00	3,835
58	Bank Of America Corp (Callable) Notes	06051GFT1	10/19/20	2.625%	3.220%	\$ 593,952	\$ 598,506.00	4,554
59	Paccar Financial Corp Notes	69371RN85	11/13/20	2.050%	2.053%	\$ 124,989	\$ 123,908.75	(1,080)
60	US Treasury Notes	912828PC8	11/15/20	2.625%	1.212%	\$ 249,577	\$ 236,029.30	(13,548)
61	Swedbank (New York) CD	87019U6D6	11/16/20	2.270%	2.301%	\$ 500,000	\$ 496,090.00	(3,910)
62	US Treasury Notes	912828A42	11/30/20	2.000%	1.351%	\$ 566,307	\$ 546,925.50	(19,381)
63	Wells Fargo & Company Notes	94974BGR5	12/07/20	2.550%	2.028%	\$ 255,653	\$ 249,190.00	(6,463)
64	Wal-Mart Stores Inc Corp Note	931142EA7	12/15/20	1.900%	1.947%	\$ 249,638	\$ 247,840.00	(1,798)
65	Honda ABS 2016-4 A3	43814RAC0	12/18/20	1.210%	1.043%	\$ 85,386	\$ 84,854.46	(531)
66	John Deere Captial Corp Notes	24422ETZ2	01/08/21	2.350%	2.368%	\$ 149,922	\$ 149,349.00	(573)
67	Nissan ABS	65478VAD9	01/15/21	1.320%	1.870%	\$ 19,268	\$ 19,177.24	(91)
68	IBM Corp Corp Notes	44932HAG8	02/05/21	2.650%	2.667%	\$ 249,878	\$ 249,677.50	(200)
69	Apple Inc Corp Notes	037833BS8	02/23/21	2.250%	2.660%	\$ 545,683	\$ 548,020.00	2,338
70	National Rural Util Co-Op Bonds	63743HER9	03/15/21	2.900%	2.938%	\$ 99,889	\$ 100,512.40	623
71	National Rural Util Co-Op Bonds	63743HER9	03/15/21	2.900%	3.050%	\$ 149,366	\$ 150,767.60	1,402
72	Toyota Motor Credit Corp Notes	89236TEU5	04/13/21	2.950%	2.960%	\$ 239,904	\$ 241,629.60	1,726
73	Hyundai ABS 2016-B A3	44891EAC3	04/15/21	1.290%	1.296%	\$ 77,385	\$ 76,924.88	(460)
74	Morgan Stanley Corp Notes	61746BEA0	04/21/21	2.500%	2.402%	\$ 250,810	\$ 248,375.00	(2,435)

**City of Yuba City  
Monthly Investment Statement  
City Held Investments**

**March 2019**

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
75	JP Morgan Chase Bank F/R Notes	48125LRN4	04/26/21	3.086%	3.050%	\$ 600,318	\$ 601,152.00	834
76	US Treasury Notes	912828Q78	04/30/21	1.375%	1.816%	\$ 613,794	\$ 613,575.00	(219)
77	Bank Of New York Mellon (Callable) Notes	06406FAB9	05/03/21	2.050%	2.072%	\$ 249,743	\$ 246,760.00	(2,983)
78	American Express Credit (Callable) Notes	0258M0EB1	05/05/21	2.250%	2.290%	\$ 124,768	\$ 124,186.25	(581)
79	Federal National Mortgage Assn Notes (Fannie Mae)	3135G0K69	05/06/21	1.250%	1.115%	\$ 503,170	\$ 489,205.00	(13,965)
80	Branch Banking & Trust (Callable) Note	05531FAV5	05/10/21	2.050%	2.069%	\$ 124,888	\$ 123,297.50	(1,590)
81	Hershey Co Corp Notes	427866BA5	05/15/21	3.100%	3.120%	\$ 99,931	\$ 100,997.00	1,066
82	American Express Co Notes	025816BU2	05/17/21	3.375%	3.380%	\$ 124,979	\$ 126,602.50	1,624
83	Charles Schwab Corp Notes	808513AW5	05/21/21	3.250%	3.250%	\$ 159,995	\$ 162,006.40	2,011
84	US Treasury Notes	912828WN6	05/31/21	2.000%	1.186%	\$ 518,711	\$ 497,050.00	(21,661)
85	Royal Bank Of Canada NY CD	78012UEE1	06/07/21	3.240%	3.240%	\$ 425,000	\$ 430,610.00	5,610
86	Federal Home Loan Bank Global Notes	313373ZY1	06/11/21	3.625%	2.540%	\$ 1,535,220	\$ 1,540,260.00	5,040
87	Federal Home Loan Bank Global Notes	3130A8QS5	07/14/21	1.125%	1.246%	\$ 521,939	\$ 511,171.50	(10,768)
88	US Treasury Notes	912828D72	08/31/21	2.000%	1.926%	\$ 476,577	\$ 472,012.73	(4,564)
89	US Treasury Notes	912828D72	08/31/21	2.000%	1.226%	\$ 414,688	\$ 397,484.40	(17,203)
90	US Treasury Notes	912828D72	08/31/21	2.000%	1.810%	\$ 856,807	\$ 844,654.35	(12,152)
91	US Treasury Notes	912828D72	08/31/21	2.000%	1.720%	\$ 960,650	\$ 944,022.17	(16,628)
92	US Treasury Notes	912828D72	08/31/21	2.000%	1.828%	\$ 604,102	\$ 596,226.60	(7,875)
93	Bank Of America Corp (Callable) Notes	06051GGS2	10/01/21	2.328%	2.328%	\$ 160,000	\$ 158,512.00	(1,488)
94	John Deere ABS 2017-B A3	47788BAD6	10/15/21	1.820%	1.824%	\$ 129,990	\$ 129,174.50	(816)
95	US Treasury Notes	912828T67	10/31/21	1.250%	1.641%	\$ 1,082,770	\$ 1,072,293.70	(10,476)
96	US Treasury Notes	912828T67	10/31/21	1.250%	1.840%	\$ 527,576	\$ 526,394.70	(1,181)
97	Citigroup Inc Corp (Callable) Notes	172967LC3	12/08/21	2.900%	2.592%	\$ 151,785	\$ 149,961.00	(1,824)
98	America Honda Finance Corporate Bonds	02665WCP4	12/10/21	3.375%	3.200%	\$ 249,880	\$ 254,387.50	4,508
99	Ally ABS 2017-4 A3	02007FAC9	12/15/21	1.750%	1.751%	\$ 299,996	\$ 298,167.00	(1,829)
100	MUFG Bank Ltd. Y/CD	55379WZU3	02/25/22	2.980%	3.010%	\$ 250,000	\$ 251,777.50	1,778
101	AllyA 2017-5 A3	02007YAC8	03/15/22	1.990%	1.994%	\$ 274,979	\$ 273,512.25	(1,466)
102	JDOT 2018-A A3	47788CAC6	04/16/22	2.660%	2.664%	\$ 164,988	\$ 165,072.60	84
103	US Treasury Notes	912828X47	04/30/22	1.875%	2.132%	\$ 346,240	\$ 346,228.20	(12)
104	US Treasury Notes	912828X47	04/30/22	1.875%	2.236%	\$ 591,141	\$ 593,531.40	2,391
105	US Treasury Notes	912828X47	04/30/22	1.875%	2.790%	\$ 579,492	\$ 593,531.40	14,039
106	HART 2018-A A3	44891KAD7	07/15/22	2.790%	2.800%	\$ 149,977	\$ 150,375.00	398
107	US Treasury Notes	912828TJ9	08/15/22	1.625%	2.820%	\$ 645,284	\$ 661,655.25	16,371
108	AllyA 2018-2 A3	02004VAC7	11/15/22	2.920%	2.930%	\$ 184,966	\$ 185,727.05	761
109	US Treasury Notes	912828N30	12/31/22	2.125%	2.500%	\$ 386,219	\$ 398,359.20	12,140
110	US Treasury Notes	912828N30	12/31/22	2.125%	2.510%	\$ 1,182,703	\$ 1,195,080.80	12,378
111	AllyA 2018-3 A3	02007JAC1	01/15/23	3.000%	3.090%	\$ 249,983	\$ 251,355.00	1,372

**City of Yuba City  
Monthly Investment Statement  
City Held Investments**

**March 2019**

No.	Description of Security	CUSIP NO.	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
112	HAROT 2018-4 A3	43815AAC6	01/15/23	3.160%	2.920%	\$ 224,966	\$ 227,493.00	2,527
113	CCCIT 2018-A1 A1	17305EGK5	01/20/23	2.490%	2.544%	\$ 499,931	\$ 499,275.00	(656)
114	Valet 2018-2 A3	92869BAD4	04/20/23	3.250%	2.860%	\$ 199,992	\$ 202,320.00	2,328
115	GMCAR 2018-3 A3	36255JAD6	05/16/23	3.020%	3.030%	\$ 139,967	\$ 141,099.00	1,132
116	CARMAX Auto Owner Tr.	14313FAD1	06/15/23	3.130%	3.360%	\$ 124,983	\$ 126,301.25	1,318
117	FHLMC REMIC K-P05 Structured Pass-Through Notes	3137FKK39	07/01/23	3.203%	2.850%	\$ 111,617	\$ 112,660.95	1,044
118	CARMAX Auto Owner Tr.	14315EAC4	09/15/23	3.360%	3.060%	\$ 114,999	\$ 116,935.45	1,937
119	Federal National Mortgage Assn Notes (Fannie Mae)	3135G0V34	02/05/24	2.500%	2.600%	\$ 1,393,700	\$ 1,413,146.00	19,446
120	US Bancorp MTNS Bank Notes	91159HHV5	02/05/24	3.375%	3.190%	\$ 453,848	\$ 460,543.50	6,696
121	Darrough Drive AD		09/02/24	6.000%	6.000%	\$ 63,829	\$ 63,829.00	-
122	Buttes Vista 2000-1 AD, 2013 Refunding		09/02/25	2.730%	2.730%	\$ 363,792	\$ 363,792.00	-
123	Buttes Vista 2002-1 AD, 2013 Refunding		09/02/27	2.730%	2.730%	\$ 404,850	\$ 404,850.00	-
124	Staple/Ashley/Cornwell AD		09/02/30	6.000%	6.000%	\$ 104,091	\$ 104,091.00	-
125	WWTP Solar System (DS, June 30)		06/30/33	4.000%	4.000%	\$ 1,926,978	\$ 1,926,978.03	-
<b>Total City Held Investments</b>						<b>\$ 105,620,592</b>	<b>\$ 105,503,442</b>	<b>\$ (117,150)</b>



**City of Yuba City Investment Report  
Investments Held By Trustees  
March 2019**

No.	Description of Debt Issuance	Account Type	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
126	2013 Water Rev COP	Debt Service	Dreyfus Treas Csh	Daily	0.000%	0.000%	114	114	-
127	TABs Refunding - 2015	Debt Service	Dreyfus Treas Csh	Daily	2.500%	2.500%	922	922	-
128		Interest	Dreyfus Treas Csh	Daily	2.500%	2.500%	4	4	-
129		Interest	Dreyfus Treas Csh	Daily	0.000%	0.000%	1	1	-
130		Principal	Dreyfus Treas Csh	Daily	2.500%	2.500%	383	383	-
131		Reserve	Dreyfus Treas Csh	Daily	0.250%	0.010%	129,028	129,028	-
132		Reserve	Dreyfus Treas Csh	Daily	0.000%	0.000%	1	1	-
133		Reserve	Dreyfus Treas Csh	Daily	0.250%	0.250%	482,331	482,331	-
134	Gauche Park Refunding - 2015	Debt Service	Dreyfus Treas Csh	Daily	2.500%	2.500%	86	86	-
135		Debt Service	Dreyfus Treas Csh	Daily	0.000%	0.000%	1	1	-
136		Interest	Dreyfus Treas Csh	Daily	0.000%	0.000%	-	-	-
137		Reserve	Assured Guaranty	Daily	Discount	0.000%	1	1	-
138		COI	Dreyfus Treas Csh	Daily	0.000%	0.000%	-	-	-
139	CFD Refund 2016	Debt Service	Dreyfus Treas Csh	Daily	2.500%	2.500%	118,956	118,956	-
140		Reserve	Dreyfus Treas Csh	Daily	0.000%	0.000%	42,936	42,936	-
141		Special Tax	Dreyfus Treas Csh	Daily	0.000%	0.000%	98	98	-
142	Wastewater Revenue Bonds (CREBS) - 2017	Bond	Dreyfus Treas Csh	Daily	2.500%	2.500%	12,352	12,352	-
143		Project	Dreyfus Treas Csh	Daily	2.500%	2.500%	1,357,727	1,357,727	-
144		COI	Dreyfus Treas Csh	Daily	0.000%	0.000%	0	0	-
145	Authority 2018 Wastewater Revenue Bonds	Bond	Dreyfus Treas Csh	Daily	0.000%	0.000%	196,980	196,980	-
146	Authority 2018 Wastewater Revenue Bonds	Bond	Dreyfus Treas Csh	Daily	2.110%	2.110%	1	1	-
147		Project	Dreyfus Treas Csh	Daily	2.110%	2.110%	23,610,822	23,610,822	-
<b>Total Trustee-Held Investments</b>							<b>\$ 25,952,744</b>	<b>\$ 25,952,744</b>	<b>\$ -</b>

<b>TOTAL CITY &amp; TRUSTEE-HELD INVESTMENTS</b>	<b>\$ 131,573,336</b>	<b>\$ 131,456,185</b>	<b>\$ (117,150)</b>
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I certify to the best of my knowledge: (i) That this statement reflecting all City investments is accurate and complete; (ii) That each investment conforms with the City's investment policies, as well as California's Government Code; and (iii) That sufficient cash flow liquidity is available to meet the next six months of estimated disbursements.

Signed: /s/ Spencer Morrison  
Spencer Morrison, City Treasurer

Date: 5/6/2019

**Investment Activity**  
**January, February, March 2019**

Description of Security	Broker	Settlement Date	Maturity Date	Trade Date	Activity Type	Coupon Rate	Yield to Maturity	Cost Basis
<b>SALES/REDEMPTIONS</b>								
FNMA Series 2015-M15 ASQ2		01/01/19	01/25/19	01/01/19	Maturity	1.898%	1.197%	3,090
PepsiCo Inc Notes		01/07/19	01/07/19	01/07/19	Maturity	2.250%	1.620%	505,565
Svenska YC/D		01/10/19	01/10/19	01/10/19	Maturity	1.890%	1.914%	475,000
Apple Inc Bonds		02/22/19	02/22/19	02/22/19	Maturity	1.700%	1.480%	503,220
US Treasury Notes		02/28/19	02/28/19	02/28/19	Maturity	1.500%	1.210%	603,750
Bank of Tokyo MITS YC		02/28/19	09/25/19	02/26/19	Maturity	2.070%	2.070%	250,000
Federal Home Loan Bank Bonds		03/08/19	03/08/19	03/08/19	Maturity	1.500%	1.500%	1,507,110
<b>Total Sales/Redemptions</b>								<b>\$ 3,847,735</b>
<b>PURCHASES</b>								
Bank of America Corp Bonds	Morgan Stanley	01/07/19	10/19/20	01/02/19	Buy	2.625%	3.220%	593,952
US Treasury Notes	BNP Paribas Securities Corp	01/10/19	12/31/22	01/07/19	Buy	2.125%	2.510%	1,182,703
FNMA "Fannie Mae" Bonds	Salomon Bros.	02/13/19	02/05/24	02/12/19	Buy	2.500%	2.600%	1,393,700
US Bancorp MTNS Bk Notes	US Bancorp Investments, Inc.	02/14/19	02/05/24	02/12/19	Buy	3.375%	3.190%	453,848
Apple Inc Bonds	Merrill Lynch Fixed Income	02/22/19	02/23/21	02/19/19	Buy	2.250%	2.660%	545,683
JP Morgan Chase Bank F/R Notes	JP Morgan Clearing Corp	02/28/19	04/26/21	02/27/19	Buy	3.086%	3.050%	600,318
MUFG Bank Ltd. Y/CD	Mitsubishi UFJ Securities USA	02/28/19	02/25/22	02/27/19	Buy	2.980%	3.010%	250,000
Federal Home Loan Bank Bonds	Wells Fargo Securities	03/08/19	06/11/21	03/06/19	Buy	3.625%	2.540%	1,535,220
<b>Total Purchases</b>								<b>\$ 6,555,423</b>

**City of Yuba City - Quarterly Investment Transaction Report  
March 2019 - Market Value Summary**

Account Types	Balance 12/31/2018	Balance 3/31/2019	Period Activity
<b>City Held Investments</b>			
Local Agency Investment Fund	\$ 10,444,588	\$ 34,548,219	\$ 24,103,631
California Asset Management Program	12,818,997	11,846,668	(972,329)
Cash/Money Market	11,689,637	4,177,335	(7,512,302)
Commercial Paper	991,255	998,530	7,275
Federal Agency Securities	15,227,139	16,697,663	1,470,524
US Treasuries	13,558,588	14,233,084	674,496
Certificates of Deposit	5,008,489	4,559,882	(448,607)
Corporate Bonds	14,383,654	15,578,521	1,194,867
City-held Assessment Districts	2,863,540	2,863,540	(0)
<b>Total City Held Investments</b>	<b>\$ 86,985,887</b>	<b>\$ 105,503,442</b>	<b>\$ 18,517,554</b>
<b>Trustee Held Investments</b>			
Sunsweet Blvd CFD - 2015 Refund	\$ 43,396	\$ 161,991	\$ 118,595
Water Refunding 2013	81	114	33
TABs Refunding - 2015	612,741	612,670	(71)
Gauche Park Refunding	70	88	18
Wastewater Revenue Bonds - 2017	1,362,518	1,370,079	7,562
Wastewater Revenue Bonds - 2018	23,690,054	23,807,802	117,748
<b>Total Trustee Held Investments</b>	<b>\$ 25,708,860</b>	<b>\$ 25,952,744</b>	<b>\$ 243,884</b>
<b>Total \$ 112,694,747 \$ 131,456,185 \$ 18,761,438</b>			

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Development Services Department  
**Presentation By:** Darin Gale, Interim Development Services Director

---

**Summary:**

**Subject:** Consideration of the 2019-2020 Community Development Block Grant (CDBG) funding to applicants.

**Recommendation:** Provide staff with direction regarding proposed Program Year Funding for 2019-2020

**Fiscal Impact:** \$647,714 2019-2020 CDBG Allocation

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**Purpose:**

To discuss the City's Community Development Block Grant Funding and staff recommendations for 2019-20 program funding.

**Background:**

The City of Yuba City is an entitlement jurisdiction receiving a federal formula grant from the U.S. Department of Housing and Urban Development (HUD). For program year 2019-2020, City of Yuba City will receive \$647,714.

**Eligible Activities:**

Per HUD guidelines, CDBG funded activities must benefit at least 70 percent of low-income persons, and must also address one of three national objectives:

1. Low income benefit
2. Slums or blight
3. A particularly urgent community development need

While local agencies have discretion on how funds are allocated, activities must generally include:

- Housing activities
- Real property improvements (acquisition, disposition, clearance, rehabilitation)
- Public facilities and public improvements
- Economic development
- Public services (limited to a maximum of 15 percent of annual CDBG funding)
- Planning activities

- Program administration (limited to a maximum of 20 percent of annual CDBG funding)

### **Analysis:**

#### ***2019-2020 CDBG Allocation Process***

HUD published the FY 19/20 allocations and Yuba City has been awarded \$647,714 for CDBG. According to CDBG regulations, up to 20 percent (\$129,543) of the allocation may be utilized for administration costs; an amount not to exceed 15 percent (\$97,157) may be allocated to public service activities; and the remaining 65% (\$421,015) is to be allocated to projects.

Receipt of this grant requires compliance with federal requirements for citizen participation. To fulfill the citizen participation requirements, a noticed public meeting was held on February 6, 2019 to receive comments regarding community needs, as well as to provide the public with an overview of the CDBG application review and scoring process. The City received five applications totaling \$682,500 by the March 13, 2019 submittal deadline.

On March 18, 2019 a review committee met and reviewed all applications. Applications for funding are evaluated based on several factors, including the priority, need identified in the Consolidated Plan, the capacity of the applicant to administer the grant funds, readiness, and if applicable, timeliness of expenditures of past CDBG grants. A list of the applicants and their proposed projects are attached (Attachment 1 and Attachment 2).

### **Recommended Funding:**

The attachments depict two proposed activities and funding levels for the 2019-2020 CDBG allocation. All proposed activities are intended to address the community development and public service needs of low- and moderate-income persons in the City and all proposed activities meet a national objective identified by HUD. Additionally, all proposed activities are required to be consistent with the City's priorities identified in the 2015-2019 five-year Consolidated Plan. The City's Consolidated Plan emphasizes programs aimed at homelessness prevention, neighborhood building, and accessibility improvement.

Attachment 1 – Is similar to what was presented to the City Council on April 16, 2019 but is based upon the actual CDBG allocation for Program Year 2019/2020. This proposal was recommended by the review committee.

Attachment 2 – Does not fund the Regional Housing Authority Kingwood Common Roofing Project for \$60,000 and reallocates those funds to ADA Sidewalk Projects and to the Sam Brannan Park Playground Replacement Project.

(At the last Council meeting a question was asked if the City's Low-Mod Housing Fund could be used to fund the Regional Housing Authority Kingwood Common Project. Unfortunately the Low-Mod funds cannot be used for the rehabilitation of existing deed restricted affordable housing projects.)

Although the City did not receive an application for the proposed homeless shelter proposed by the County on Live Oak Blvd, staff is recommending allocating half of the public service funding (\$48,579.00) for operational costs for the homeless shelter. The remainder \$48,578.00 will be allocated to Sutter-Yuba Homeless Consortium. If the homeless shelter does not open during this

funding cycle, the funds will revert back to the Yuba Sutter Continuum of Care. This contingency would be stated in the signed executed agreement between City of Yuba City and Sutter-Yuba Homeless Consortium.

Once City Council provides direction to the proposed allocations, staff will finalize the required draft 2019-2020 Annual Action Plan. Once the Annual Action Plan is finalized the document will be posted for a 30-day public comment period. During this review period, citizens are encouraged to provide feedback on the recommendations for funding within the 2019-2020 Annual Action Plan. At the end of the 30 day comment period the Action Plan will be presented to the City Council for consideration during a public hearing.

**Fiscal Impact:**

- \$647,714 from the 2019-2020 CDBG Allocation

**Alternatives:**

Do not agree with current allocation recommendation and advise Staff on how to move forward prior to finalizing the Annual Action Plan.

**Recommendation:**

Provide staff with direction regarding proposed Program Year Funding for 2019-2020

**Attachments:**

1. 2019 CDBG Funding Recommendations Option 1
2. 2019 Draft CDBG Funding Recommendations Option 2

Prepared By:

Submitted By:

*/s/ Darin Gale*

Darin Gale  
Interim Development Services Director

*/s/ Diana Langley*

Diana Langley  
Interim City Manager

Reviewed By:

Finance  
City Attorney

RB  
SLC by email

# ATTACHMENT 1

**2019 CDBG ALLOCATION \$ 647,714.00**

<b>ADMINISTRATION AND PLANNING</b>			
		Funded Amount	Admin Cap
			20%
City Staff	Administration Costs	\$ 129,543	
<b>TOTAL</b>		<b>\$ 129,543</b>	<b>\$ 129,543.00</b>

<b>PUBLIC SERVICES</b>				Public Services Cap
AGENCY	PROGRAM/SERVICE	AMOUNT REQUESTED	FUNDED AMOUNT	15%
Sutter-Yuba Homeless Consortium	Homeless Services Consolidation	\$ 97,500.00	\$ 97,157.00	
	(CoC Admin/Coordinator - \$23K, Central Valley Homeless Veterans- \$7K, Salvation Army - \$49K, Hands of Hope - \$10K and Bridges to Housing - \$9K)			
<b>TOTAL</b>		<b>\$ 97,500.00</b>	<b>\$ 97,157.00</b>	<b>\$ 97,157</b>

\*Contingency in agreement that SYHC will receive all money, but 50% will be allocated for new homeless shelter. Will decide by Dec 31 if they can allocate elsewhere

<b>HOUSING PROGRAMS/PROJECTS</b>			
	PROGRAM/PROJECT	AMOUNT REQUESTED	FUNDED AMOUNT
FREED Center for Independent Living	Home Repair/Modification Program for Disabled	\$ 15,000.00	\$ 15,000.00
City of Yuba City	Owner-Occupied Housing Rehabilitation Program	\$ 50,000.00	\$ 46,014.00
Regional Housing Authority	Kingswood Commons Roofing Project, Building A	\$ 70,000.00	\$ 60,000.00
<b>TOTAL</b>		<b>\$ 135,000.00</b>	<b>\$ 121,014.00</b>

<b>PUBLIC FACILITY &amp; IMPROVEMENTS</b>			
AGENCY	PROGRAM/PROJECT	AMOUNT REQUESTED	Funded Amount
City of Yuba City - Public Works	ADA Sidewalk and Public Facility Improvements	\$ 210,000.00	\$ 200,000.00
City of Yuba City - Parks Department	Sam Brannan Park - Playground Replacement	\$ 160,000.00	\$ 100,000.00
<b>TOTAL</b>		<b>\$ 370,000.00</b>	<b>\$ 300,000.00</b>

**TOTAL \$ 647,714.00**

<b>TOTAL FUNDING REQUESTS</b>	<b>\$ 732,043.00</b>
<b>AMOUNT IN EXCESS OF 2019 ALLOCATION</b>	<b>\$ 84,329.00</b>

\$ -



# ATTACHMENT 2

**2019 CDBG ALLOCATION \$ 647,714.00**

<b>ADMINISTRATION AND PLANNING</b>		<b>Funded Amount</b>	<b>Admin Cap</b>
			<b>20%</b>
City Staff	Administration Costs	\$ 129,543	
<b>TOTAL</b>		<b>\$ 129,543</b>	<b>\$ 129,543</b>

<b>PUBLIC SERVICES</b>				<b>Public Services Cap</b>
<b>AGENCY</b>	<b>PROGRAM/SERVICE</b>	<b>AMOUNT REQUESTED</b>	<b>FUNDED AMOUNT</b>	<b>15%</b>
Sutter-Yuba Homeless Consortium	Homeless Services Consolidation	\$ 97,500.00	\$ 97,157.00	
	(CoC Admin/Coordinator - \$23K, Central Valley Homeless Veterans- \$7K, Salvation Army - \$49K, Hands of Hope - \$10K and Bridges to Housing - \$9K)			
<b>TOTAL</b>		<b>\$ 97,500.00</b>	<b>\$ 97,157.00</b>	<b>\$ 97,157</b>

\*Contingency in agreement that SYHC will receive all money, but 50% will be allocated for new homeless shelter. Will decide by Dec 31 if they can allocate elsewhere

<b>HOUSING PROGRAMS/PROJECTS</b>			
	<b>PROGRAM/PROJECT</b>	<b>AMOUNT REQUESTED</b>	<b>FUNDED AMOUNT</b>
FREED Center for Independent Living	Home Repair/Modification Program for Disabled	\$ 15,000.00	\$ 15,000.00
City of Yuba City	Owner-Occupied Housing Rehabilitation Program	\$ 50,000.00	\$ 46,014.00
Regional Housing Authority	Kingswood Commons Roofing Project, Building A	\$ 70,000.00	\$ -
<b>TOTAL</b>		<b>\$ 135,000.00</b>	<b>\$ 61,014.00</b>

<b>PUBLIC FACILITY &amp; IMPROVEMENTS</b>			
<b>AGENCY</b>	<b>PROGRAM/PROJECT</b>	<b>AMOUNT REQUESTED</b>	<b>Funded Amount</b>
City of Yuba City - Public Works	ADA Sidewalk and Public Facility Improvements	\$ 210,000.00	\$ 210,000.00
City of Yuba City - Parks Department	Sam Brannan Park - Playground Replacement	\$ 160,000.00	\$ 150,000.00
<b>TOTAL</b>		<b>\$ 370,000.00</b>	<b>\$ 360,000.00</b>

**TOTAL \$ 647,714.00**

<b>TOTAL FUNDING REQUESTS</b>	<b>\$ 732,043.00</b>
<b>AMOUNT IN EXCESS OF 2019 ALLOCATION</b>	<b>\$ 84,329.00</b>

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019

**To:** Honorable Mayor & Members of the City Council

**From:** Development Services

**Presentation By:** Darin Gale, Interim Development Services Director

**Summary**

**Subject:** Additional Affordable Housing Capital Funding Deferred Loan of \$600,000 with the Regional Housing Authority for a 40 Unit Development at the Corner of Garden Highway and Miles Avenue

**Recommendation:** Provide staff with direction regarding the Regional Housing Authority funding request

**Fiscal Impact:** \$800,000 from the Low-Mod Housing Asset Fund and \$200,000 from Home 2 Families Capital & Maintenance Account for a total amount of \$1,000,000 for the proposed project

**Purpose:**

To assist in the production of additional affordable housing in Yuba City.

**Background:**

On February 19, 2019, the City Council awarded \$400,000 in capital funds for the New Haven Court affordable housing project. The developer (RHA and Pacific West Communities make up the Limited Partnership: Yuba City PSH Pacific Associates) applied for competitive Low-Income Housing Tax Credit (LIHTC) financing and the application was not competitive enough for an award. Other projects in the region scored higher, as they had a higher amount of local government financing for leverage. In order to strengthen the LIHTC application and be more competitive, the developer must apply for less LIHTC financing, and have more leveraged financing.

The issue is not to close a financial gap, but rather to be more competitive against other projects in the region. Funding for affordable housing is scarce and very competitive, and in order to bring projects into the community, more leveraged financing is necessary per project.

The Richland Permanent Supportive Housing Project, also known as New Haven Court, is proposed to be located at 448 Garden Highway on approximately .65 acres of land located at the corner of Garden Highway and Miles Ave. The project includes 40 units of permanent supportive housing, in the form of studios and 1-bedroom apartments, targeted to homeless and mentally disabled individuals from the Yuba-Sutter region. The project also includes a unit for an on-site resident manager as well as case management offices for individualized supportive services. On-site amenities include a community room with kitchen, exercise facility, and

business center. Preferences will be given to homeless military veterans in the community, and homeless persons living and/or working in the Yuba-Sutter region.

Next round of LIHTC applications are due July 1, 2019. If tax-credits are awarded in September 2019, construction is estimated at 12-14 months, starting in March 2020 and ending approximately in April 2021 if the developer secures all needed funding.

**Analysis:**

In order to finance the New Haven development project, the developer is applying for a competitive round of federal 9% low income housing tax credits through the California Tax Credit Allocation Committee (TCAC) which will fund a majority of the project and make the project financially viable. TCAC encourages local government agencies to provide financial assistance to aid in the development and construction of low-income rental housing, and it is expected that funding from the City will provide the public leverage needed to be more competitive for a tax credit allocation.

In addition to this funding request and tax credit financing, the Regional Housing Authority is providing the land and use of Project Based Section 8 Rental Assistance, and Sutter and Yuba Counties have committed \$2.6 million from No Place Like Home (NPLH) and Mental Health Services Act (MHSA) funds. Additionally, the Sutter-Yuba Homeless Consortium awarded the project \$450,000 in capital funds, and the Yuba City Unified School District awarded the project \$56,278 as a deferred fee residual receipts loan.

In order to fund this proposed loan the City has a few funding sources that could be used to fund the request:

Low-Mod Housing Asset Fund	\$969,455.20
Home 2 Families Capital & Maintenance Account	\$442,033.95 (\$200,000 available for this project)
New Haven Development Impact (AB 1600) & Water and Wastewater Connection Fees	Approximately \$1,350,000

The Low-Mod Housing Asset Fund is from the City's purchase of homes located on the north side of Bridge Street for the future widening of the roadway. The homes were originally purchased with Homes 2 Families (H2F) funds for low-income housing. With the purchase of the homes for roadway purposes using Road Impact Fees, the proceeds were set aside into the Low-Mod Housing Asset Fund. The Homes 2 Families Account (H2F) is held by the Regional Housing Authority and was generated through rent payments from tenants. H2F was a City-initiated project where 19 single-family homes were purchased and then managed by the Regional Housing Authority with Low-Mod Housing Asset funds. The City has sold seven of the H2F homes and as a result the H2F capital and maintenance can be reduced by \$200,000.

Low-Mod Housing Asset Fund can be used for new deed restricted affordable housing projects and construction of homeless shelters. The funds cannot be used for routine maintenance or general operations of affordable housing projects or homeless shelters. In addition to the current balance of the Low-Mod Housing Asset Fund the City will be required to repay the fund when

the remaining homes purchased along Bridge Street are demolished for the widening project. The exact value of those homes have not been determined but it is estimated to be approximately \$500,000.

In order for the City's funds to improve the project's grant application the funds are require to be a "deferred loan." The loan would be paid back using residual revenue (net revenue remaining after all other expenses have been paid), with a 3% simple interest rate and a 55-year amortization period (the interest rate and amortization period are determined by the CA Tax Credit Allocation Committee (CTCAC). If the Council awards funds to this project it can do so in one of two ways. The funds can be loaned directly to the project or granted to the Regional Housing Authority. If the Councils grants the funds to the Housing Authority, the Housing Authority will then enter into a "deferred loan" agreement with the developer and any residual revenue would go back to the Housing Authority.

**Fiscal Impact:**

\$800,000 from the Low-Mod Housing Asset Fund and \$200,000 from Home 2 Families Capital & Maintenance Account for a total amount of \$1,000,000 for the proposed project

**Alternatives:**

1. Do no approve the Regional Housing Authorities Request
2. Approve the Regional Housing Authorities Request at a Lower Rate

**Recommendation:**

Provide staff with direction regarding the Regional Housing Authority funding request

**Attachments:**

1. Project Description
2. Proposed Development Project (Approved by the planning commission on 2.20.19)
3. Sources and Uses Funding Table (updated 4.29.19)

Prepared By:

Submitted By:

*/s/ Darin Gale*

Darin Gale  
Interim Development Services Director

*/s/ Diana Langley*

Diana Langley  
Interim City Manager

Reviewed By:

Finance  
City Attorney

RB  
SLC by email

# ATTACHMENT 1

## **RICHLAND PERMANENT SUPPORTIVE HOUSING PROJECT DESCRIPTION**

The Richland Permanent Supportive Housing Project (Project) represents a new construction rental development located at 448 Garden Highway in Yuba City. The Project will consist of 40-45 units of permanent supportive housing targeted to homeless and mentally disabled individuals. One additional unit will be reserved for an on-site resident manager. The Project will also include on-site case management offices in which individualized supportive services will be provided to the residents with the intent of helping them restore their lives. On-site amenities to include a community room with kitchen, exercise facility and business center. The Project unit mix will consist of studios and 1-bedroom apartments.

The Project will be financed using a variety of sources including 9% tax credit financing, funding from the No Place Like Home program (NPLH), funding from the Mental Services Health Act program (MHSA), and a land loan from the Regional Housing Authority. The Project will also include 100% Project Based Section 8 Rental Assistance. We expect all of these resources to be awarded by Summer 2018.

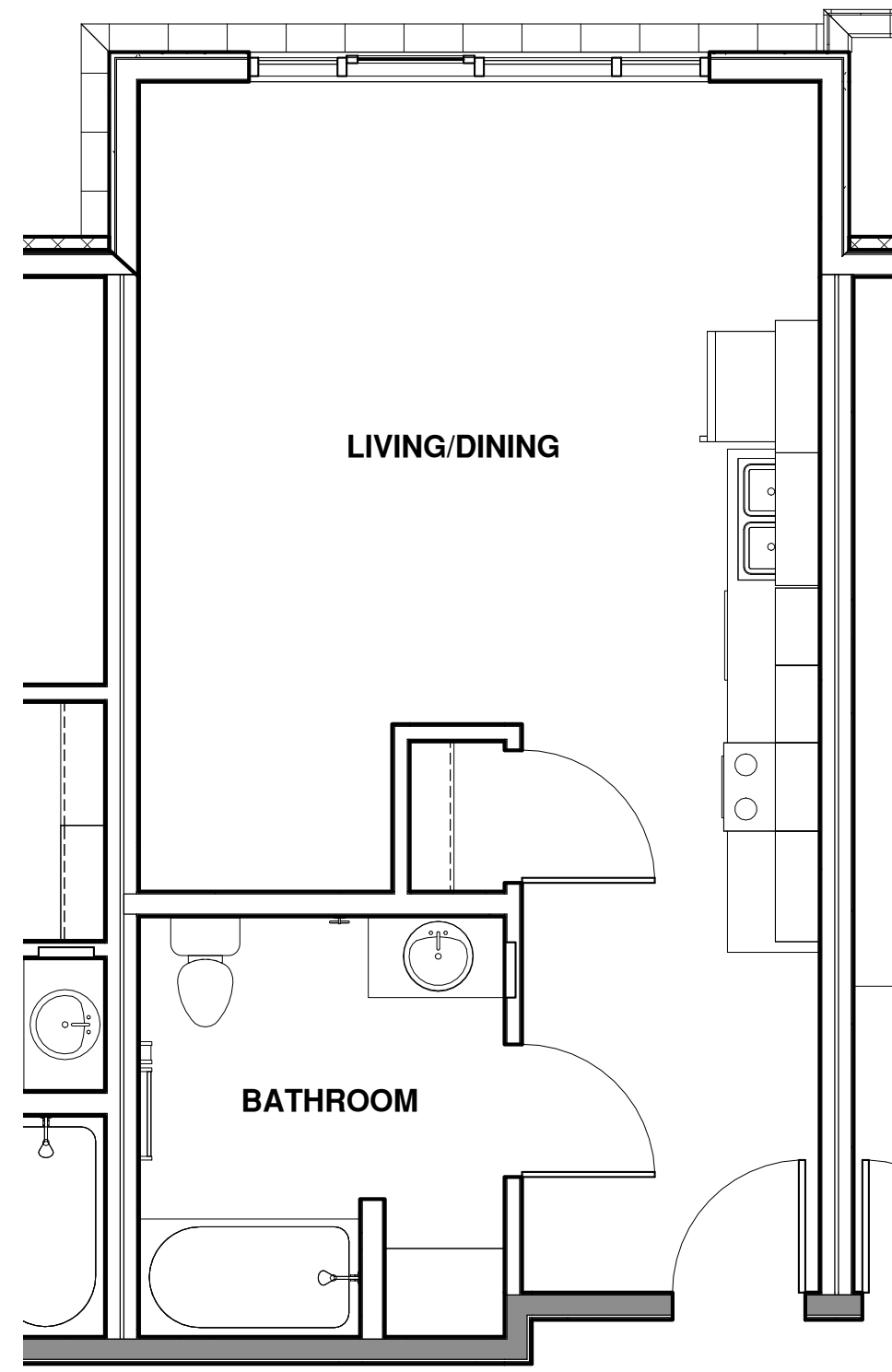
Upon successful receipt of the above listed funding, construction would be slated to begin in Winter 2018 with units being available for occupancy in Winter 2019.

The Project Co-Sponsors will be the Regional Housing Authority and Pacific West Communities Inc.

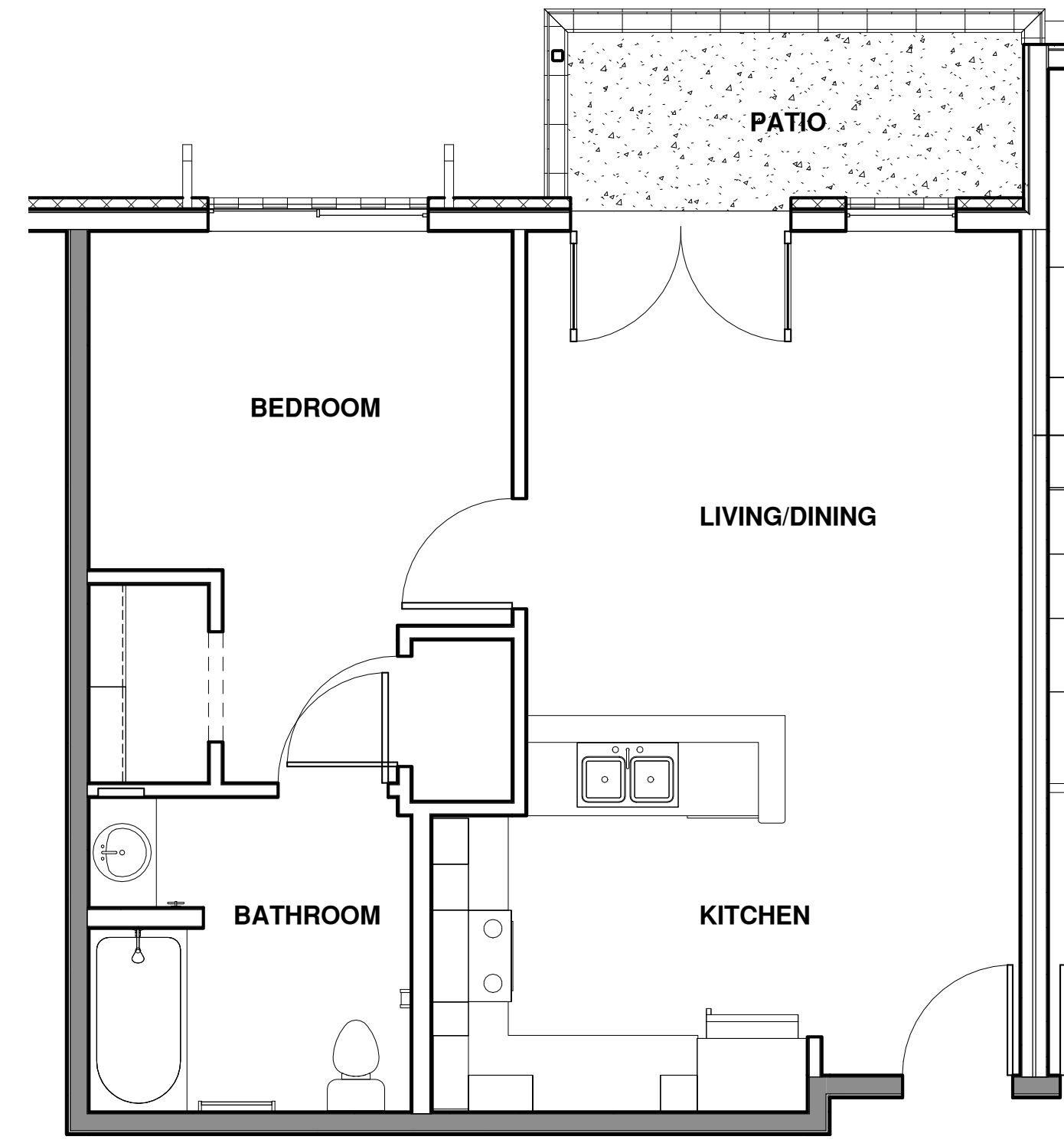
# ATTACHMENT 2



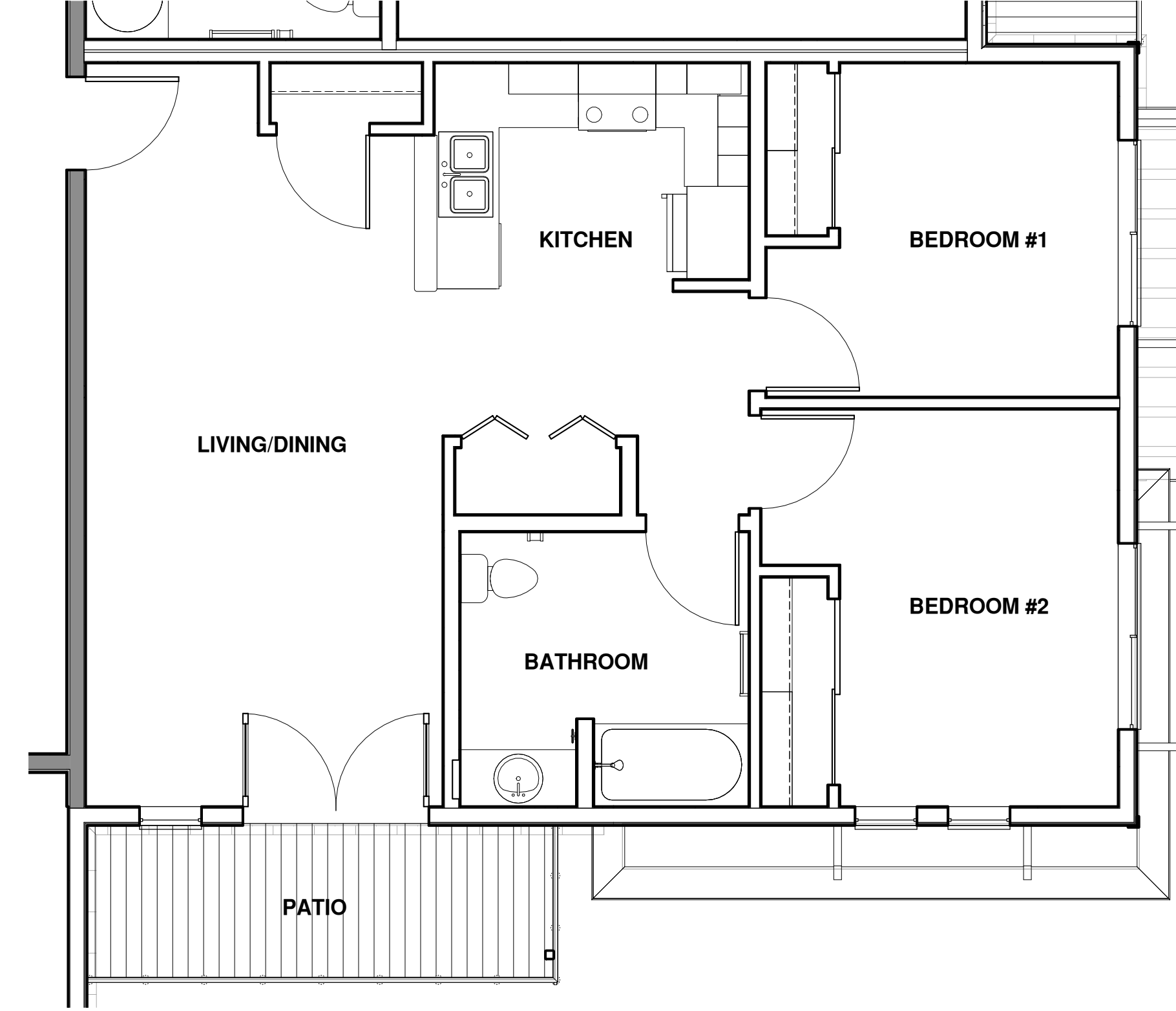




① STUDIO UNIT PLAN - 435 S.F.  
1/4" = 1'-0"



② ONE BEDROOM UNIT PLAN - 607 S.F.  
1/4" = 1'-0"



③ TWO BEDROOM UNIT PLAN - 799 S.F.  
1/4" = 1'-0"

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PROJECT #  
AMG17-20



Pacific West Architecture

430 E. STATE STREET, SUITE 100  
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SOUTH DAKOTA - U.S.V.I. - UTAH - WASHINGTON - WYOMING

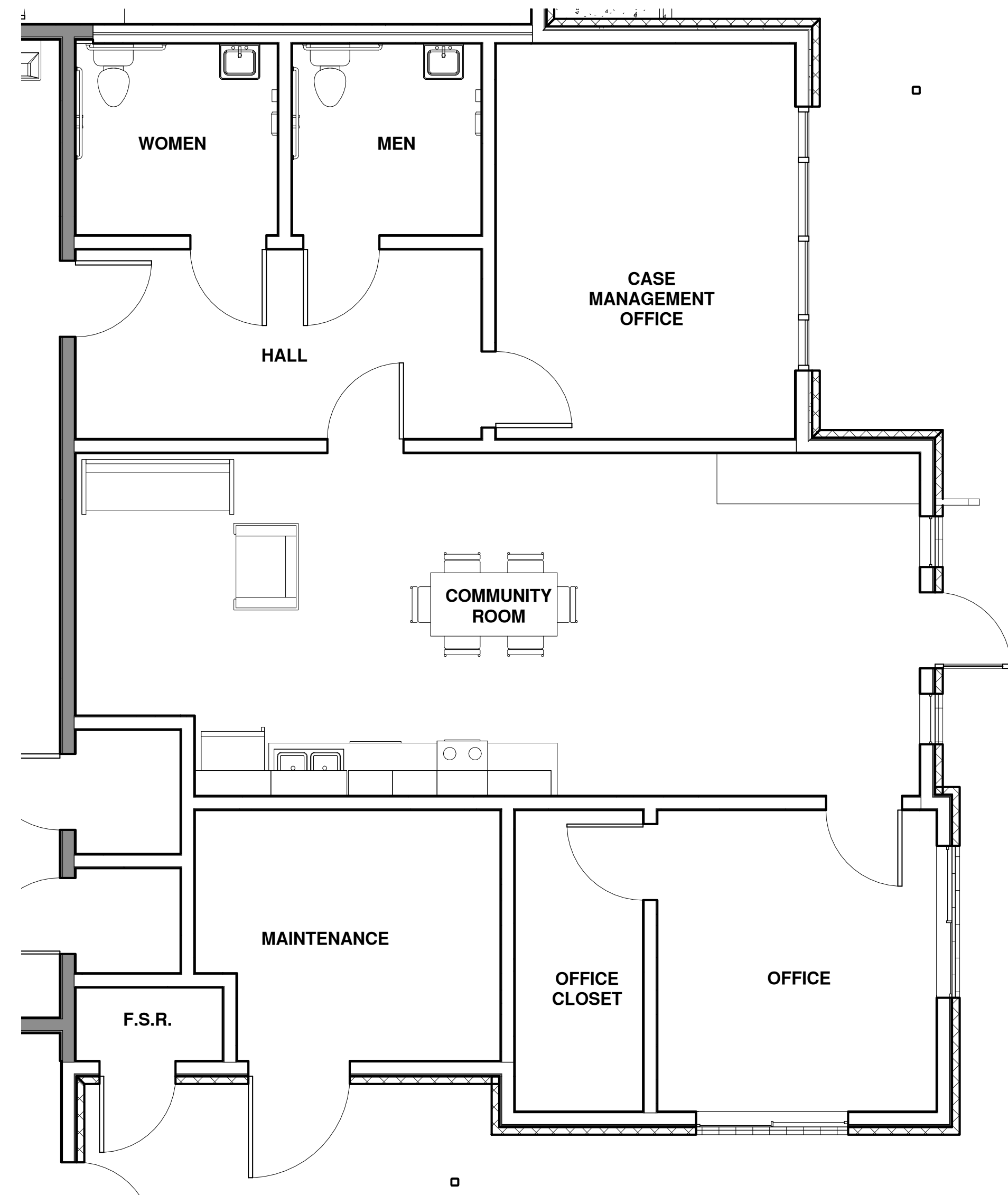
PROJECT

NEW HAVEN COURT

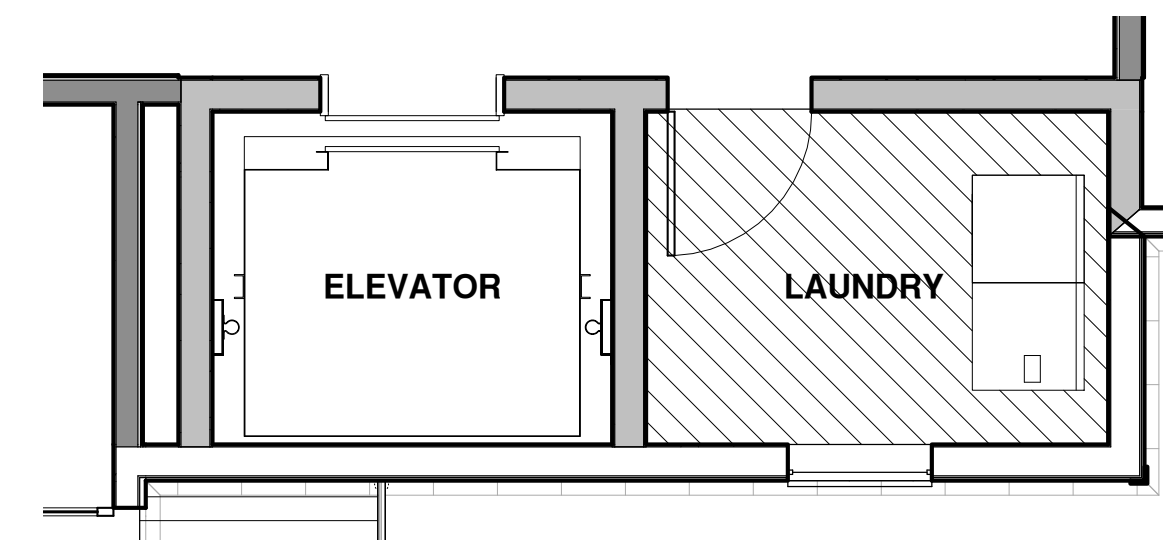
CORNER OF GARDEN HIGHWAY & MILES AVENUE  
YUBA CITY, CA

\_A2.1

SCHEMATIC SET / NOT FOR CONSTRUCTION



① COMMUNITY CENTER PLAN  
1/4" = 1'-0"



② LAUNDRY - 2ND & 3RD FLOOR  
1/4" = 1'-0"

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PROJECT #  
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NEW HAVEN COURT

YUBA CITY, CA

CORNER OF GARDEN HIGHWAY & MILES AVENUE

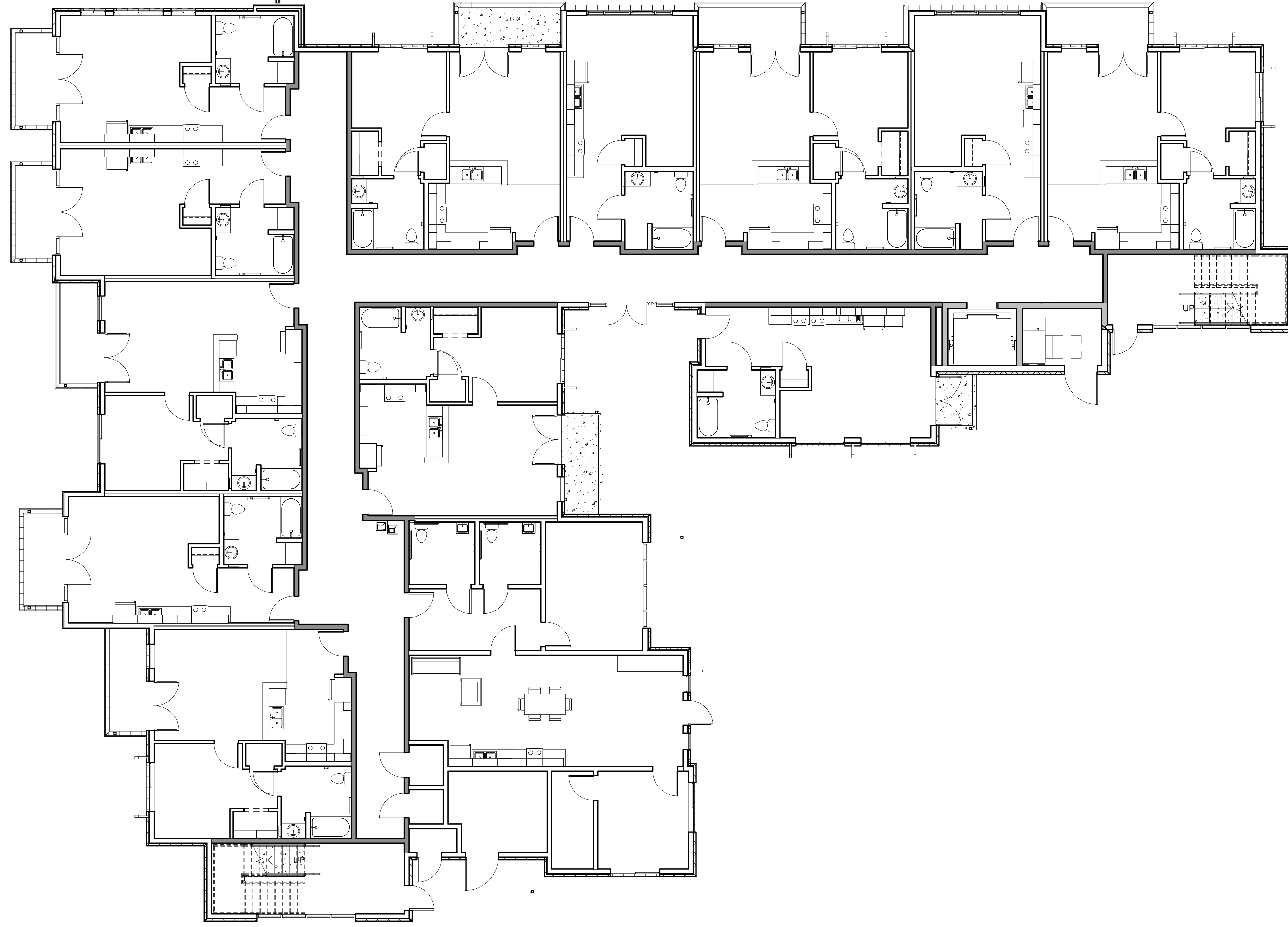
SCHEMATIC SET / NOT FOR CONSTRUCTION

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PROJECT

1 1ST FLOOR PLAN  
1/8" = 1'-0"

\_A4.1 1



\_A4.1  
2

1  
\_A4.2

2  
\_A4.2

PROJECT

**NEW HAVEN COURT**

CORNER OF GARDEN HIGHWAY & MILES AVENUE

YUBA CITY, CA

**Pacific West Architecture**

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**\_A3.1A**

**SCHEMATIC SET / NOT FOR CONSTRUCTION**

1 2ND FLOOR PLAN  
1/8" = 1'-0"

\_A4.1 1



\_A4.1  
2

1  
\_A4.2

2  
\_A4.2

PROJECT

**NEW HAVEN COURT**

CORNER OF GARDEN HIGHWAY & MILES AVENUE

YUBA CITY, CA

**Pacific West Architecture**

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**\_A3.1B**

**SCHEMATIC SET / NOT FOR CONSTRUCTION**

① 3RD FLOOR PLAN  
1/8" = 1'-0"

\_A4.1 1



\_A4.1  
2

1  
\_A4.2

2  
\_A4.2

\_A3.1C

PROJECT

NEW HAVEN COURT

CORNER OF GARDEN HIGHWAY & MILES AVENUE

YUBA CITY, CA

Pacific West Architecture

430 E. STATE STREET, SUITE 100  
EAGLE, IDAHO 83616  
(208) 461-0022  
fax (208) 461-3267

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LOUISIANA - MONTANA - NEW MEXICO - NEVADA - NORTH DAKOTA - OREGON -  
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1 WEST ELEVATION  
1/8" = 1'-0"



2 NORTH ELEVATION  
1/8" = 1'-0"

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PROJECT

NEW HAVEN COURT

CORNER OF GARDEN HIGHWAY & MILES AVENUE  
YUBA CITY, CA

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A4.1

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① EAST ELEVATION  
1/8" = 1'-0"



② SOUTH ELEVATION  
1/8" = 1'-0"

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NEW HAVEN COURT

CORNER OF GARDEN HIGHWAY & MILES AVENUE  
YUBA CITY, CA

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**\_A4.2**





WEST ELEVATION



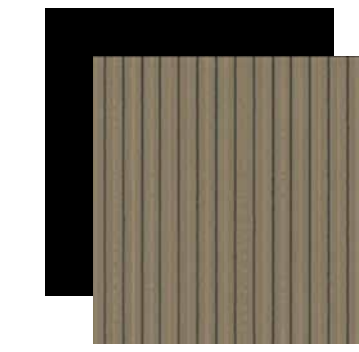
SIDING - 6" REVEAL

COLOR TO MATCH SHERWIN WILLIAMS SW 7547 "SANDBAR"



SIDING - 9" REVEAL

COLOR TO MATCH SHERWIN WILLIAMS SW 7502 "DRY DOCK"



SIDING & ROOFING - CORRUGATED

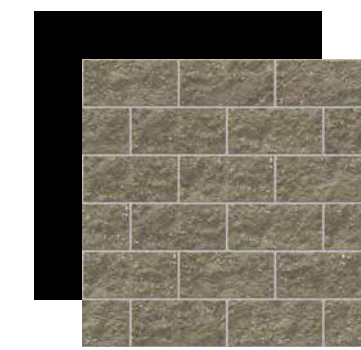
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NORTH ELEVATION



EAST ELEVATION



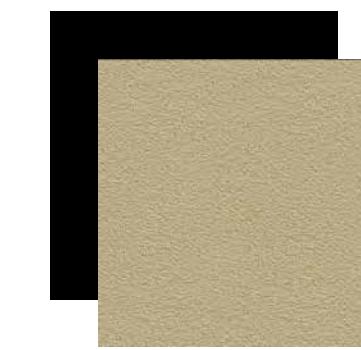
CMU - GROUND FACE

COLOR TO MATCH BASALITE "WALNUT" #655



FASCIA, WINDOW TRIM, COPING CAP

COLOR TO MATCH JAMES HARDIE "ARTIC WHITE"



STUCCO

COLOR TO MATCH SHERWIN WILLIAMS SW 7694 "DROMEDARY CAMEL"



SOUTH ELEVATION

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PROJECT  
**NEW HAVEN COURT**  
CORNER OF GARDEN HIGHWAY & MILES AVENUE  
YUBA CITY, CA

**\_A5.1**

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LOOKING NORTH EAST FROM GARDEN HIGHWAY AND MILES AVENUE

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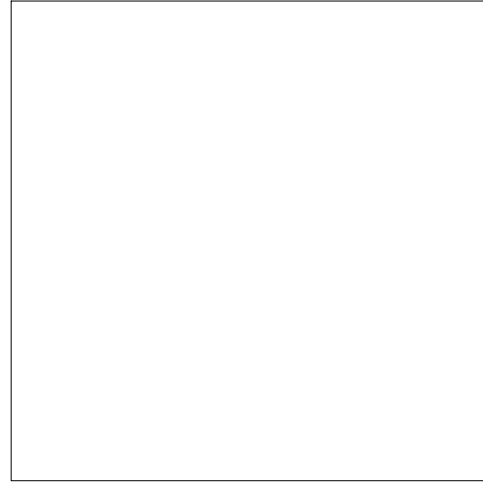
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PROJECT

NEW HAVEN COURT

CORNER OF GARDEN HIGHWAY & MILES AVENUE  
YUBA CITY, CA

**\_A6.1**

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# ATTACHMENT 3

**SOURCES & USES****New Haven Court  
Yuba City, CA****CONSTRUCTION PHASE**

<b>Sources of Funds</b>	
Tax Credit Financing	\$ 1,622,683
Housing Authority Loan	\$ 578,440
MSHA & No Place Like Home	\$ 1,547,676
HEAP	\$ 677,000
City Capital Loan	\$ 1,000,000
School Fee Loan	\$ 56,278
Deferred Costs	\$ 781,867
Deferred Contractor Profit	\$ -
Deferred Developer Fee	\$ 1,548,964
Construction Loan	\$ 5,256,605
<b>Total Sources of Funds</b>	<b>\$ 13,069,513</b>

<b>Uses of Funds</b>	
Total Land Costs	\$ 765,000
Total Acquisition Costs	\$ -
New Construction and/or Rehabilitation	\$ 6,792,953
Construction Contingency	\$ 350,000
Financing Costs	\$ 313,269
Architecture & Engineering	\$ 600,000
Other Soft Costs	\$ 1,817,460
Developer Fees	\$ 1,548,964
Soft Cost Contingency	\$ 100,000
Reserves	\$ 781,867
<b>Total Uses of Funds</b>	<b>\$ 13,069,513</b>

**PERMANENT PHASE**

<b>Sources of Funds</b>	
Total Tax Credit Financing	\$ 8,113,414
Permanent Loan	\$ -
Housing Authority Loan	\$ 578,440
MSHA & No Place Like Home	\$ 2,644,381
HEAP	\$ 677,000
City Capital Loan	\$ 1,000,000
Other	\$ -
Other	\$ -
Other	\$ -
School Fee Loan	\$ 56,278
<b>Total Sources of Funds</b>	<b>\$ 13,069,513</b>

<b>Uses of Funds</b>	
Total Land Costs	\$ 765,000
Total Acquisition Costs	\$ -
New Construction and/or Rehabilitation	\$ 6,792,953
Construction Contingency	\$ 350,000
Financing Costs	\$ 313,269
Architecture & Engineering	\$ 600,000
Other Soft Costs	\$ 1,817,460
Developer Fees	\$ 1,548,964
Soft Cost Contingency	\$ 100,000
Reserves	\$ 781,867
<b>Total Uses of Funds</b>	<b>\$ 13,069,513</b>

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Administration  
**Presentation By:** Diana Langley, Interim City Manager

---

**Summary**

**Subject:** Sutter County Board of Supervisors use of City Council Chambers  
**Recommendation:** Authorize the Mayor to execute an Agreement with Sutter County for the use of the Yuba City Council Chambers for two Board of Supervisor Meetings and two Sutter County Planning Commission Meetings per month  
**Fiscal Impact:** \$12,000 in rental fees annually for the lease of the Chambers to off-set costs for maintenance and equipment

---

**Purpose:**

To set terms for the use of the City Council Chambers by Sutter County to hold Board of Supervisors and Planning Commission meetings.

**Background:**

The Sutter County Interim Administrator, Steve Smith, approached the City regarding a need for a facility that is furnished with the equipment and amenities necessary to hold, conduct, broadcast and record the public meetings of its legislative bodies. Currently, the Board of Supervisors conducts their public meetings in the Sutter County Hall of Records, which was built in 1871.

**Analysis:**

The Board of Supervisors meets on the second and fourth Tuesdays of every month beginning at 3:00 p.m. and the Sutter County Planning Commission meets on the first and third Wednesdays of every month beginning at 6:00 p.m. These meeting dates and times for the most part do not impact regular scheduled City meetings. There is a conflict on a quarterly basis between the City's Parks & Recreation Commission and the County's Planning Commission meetings. However, adjustments can be made to address the conflict. The daytime meetings of the Board of Supervisors will impact parking for City Hall customers. To help mitigate this, County employees will not use the front and back parking lots between 8:00 a.m. and 5:00 p.m.

The proposed agreement addresses the following:

- County will develop additional parking to a level that meets City development standards in the vacant area south of City Hall within six months of the effective date of the agreement.
- County staff will be trained by City staff on the audio and visual equipment necessary to record meetings and County may provide additional equipment for County use.
- County may, with the express written consent of the City, make temporary cosmetic alterations to properly identify the facility as the meeting place for the Board of Supervisors. Such alterations

shall include, but not be limited to, the installation of signage and the County's seal, maps, diagrams, and name plates consistent with the aesthetics of the building.

- Either party may at any time terminate this agreement upon 60 days prior written notice
- The City will not incur additional liability exposure as a result of the agreement

Sutter County has not yet identified when they will begin using the Council Chambers.

**Fiscal Impact:**

The County will pay \$1,000 a month for the use of the City Council Chambers, to include two meetings for the Board of Supervisors and two meetings for the Sutter County Planning Commission. The fee will off-set the cost of custodial services, building maintenance, and wear and tear on the Chamber's audio and video equipment.

\$500 a month to the Technology Replacement Fund Account # 622-49010

\$500 a month to the City Hall Facility Maintenance Fund Account # 301-49010 & 901023-65501

**Alternatives:**

- 1) Do not authorize the agreement
- 2) Direct staff to negotiate different terms

**Recommendation:**

Authorize the Mayor to execute an Agreement with Sutter County for the use of the Yuba City Council Chambers for two Board of Supervisor Meetings and two Sutter County Planning Commission Meetings per month

**Attachments:**

1. Proposed Agreement

**Prepared By:**

*[/s/ Terrel Locke](#)*

Terrel Locke  
Assistant to the City Manager

**Submitted By:**

*[/s/ Diana Langley](#)*

Diana Langley  
Interim City Manager

**Reviewed By:**

Finance  
City Attorney

[RB](#)  
[SLC by email](#)

# ATTACHMENT 1

**COUNCIL CHAMBERS USE AGREEMENT  
BETWEEN THE CITY OF YUBA CITY AND THE COUNTY OF SUTTER**

This Use Agreement (“Agreement”) is made and entered into by and between the City of Yuba City, a municipal corporation (“City”) and the County of Sutter, a political subdivision of the State of California (“County”) (each a “Party” and collectively, the “Parties”).

**RECITALS:**

A. City owns, maintains and operates the facility commonly referred to as the Council Chamber at City Hall which is located at 1201 Civic Center Boulevard, Yuba City, California.

B. The County has a need for a facility that is furnished with the equipment and amenities necessary to hold, conduct, broadcast and record public meetings of its legislative bodies; and

C. The Parties desire to make the Council Chambers available to the use of County for the meetings of its legislative bodies. This Agreement is intended to formalize the understanding between the Parties regarding the County’s use and operation of the City Council Chamber.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and upon the terms and conditions set forth herein, the Parties hereby agree as follows:

1. Use of Council Chamber. City grants to County the right to use, under the terms and conditions in this Agreement the property, structure, fixtures and equipment referred to as the Council Chamber at City Hall located at 1201 Civic Center Boulevard, Yuba City, California, which includes public and private restrooms, a lobby, a main meeting room, and a room designed as the Fremont Room (hereinafter collectively referred to as “Council Chamber”). City also grants to County the right to enter upon and have ingress to and egress over City’s property to enter and exit the Council Chamber.

2. Meetings. County shall be allowed to use the Council Chamber for the following meetings:

A. County’s Board of Supervisors meetings on the second and fourth Tuesdays of every month, beginning at 3:00 p.m. In the event that the City’s City Council has a meeting scheduled on the same evening, the Board of Supervisors will vacate the



Council Chamber by 5:00 p.m. City will endeavor to provide County with sufficient advance notice of any such City Council meetings.

B. County Planning Commission meetings on the First and Third Wednesdays of every month beginning at 6:00 p.m.

C. Any other special County meetings for its legislative bodies will be subject to the availability of the Council Chamber. City's use of the Council Chamber shall have preference over County's use and County shall be required to find an alternative meeting location upon request of the City.

3. Access. County shall have access to Council Chamber as necessary to fulfill the intent of this Agreement and shall be provided with a key to the facility to minimize disruption to City staff. County shall work with City staff to arrange for the arming and disarming of the City's alarm system.

a. County shall have access to the outdoor bulletin board located at 1201 Civic Center Boulevard and rights to post public notices related to meetings to be held at the Council Chamber.

4. Audio/Visual Equipment. County staff are to be trained by City on City audio and visual equipment necessary to record meetings and County may provide additional equipment for County use.

5. Parking. County acknowledges that use of the City Council Chambers during the designated times will create additional parking impact at City Hall. Accordingly, the Parties agree to the following: (1) During times of County use of the Council Chambers for meetings that occur between the hours of 8 a.m. and 5 p.m., County employees will not park in the front or back parking lots of City Hall; and (2) within six (6) months of the effective date of this Agreement, the County will improve the additional parking lot on County owned property on the south side of City Hall to a level that meets City development standards.

6. Effective Date. This Agreement shall be approved by the City Council for the City of Yuba City and Board of Supervisors of the County of Sutter and shall become effective upon final execution by all parties hereto.

7. Term. This Agreement shall become effective upon final execution by all parties hereto and shall continue until terminated in accordance with the terms of this Agreement.

8. Use Fee. County shall pay to City, without demand, a monthly Use Fee in the lump sum amount of \$1,000.00. Said fee shall be inclusive of all wear and tear to the Council Chamber and any equipment contained therein, and shall cover all operation and

maintenance costs associated therewith, including but not limited to, janitorial costs and the cost of water, sewer, electricity, gas, heating and air conditioning. The Use Fee shall be paid monthly in advance on or before the first day of each month and shall be made to City at the address specified in this Agreement or to such other place as City may from time to time designate in writing.

9. Alterations by County. County may, with the express, written consent of the City, make temporary cosmetic alterations to the Council Chamber necessary to properly identify the facility as the meeting place for the Sutter County Board of Supervisors. Such alterations shall include, but shall not be limited to, the installation of signage and the County's seal, maps, diagrams, and name plates consistent with the aesthetics of the building. Any alteration that covers or obscures the City's signage, seal, photographs, artwork, maps, diagrams, or name plates shall be made removable so that they may be removed after the County meetings.

10. Maintenance, Repair and Custodial Services. During the term of the Agreement, City shall, at its sole cost and expense, keep the Council Chamber in good repair, including but not limited to: (1) maintaining and repairing the structural portions of the building, exterior walls, roof, landscape areas, and sidewalks; (2) maintaining and repairing the heating, air conditioning and ventilation, electrical, plumbing, sprinkler and fire suppression systems; and, (3) making all repairs or alterations that may be required by governmental authorities. These obligations shall not include those repairs occasioned by the negligent use or misuse of those systems by County, its employees, agents, guests or invitees. City shall also provide custodial maintenance services for the Council Chamber occasioned by the general operation of the facility during normal business hours. County shall keep the Council Chamber in good and sanitary order and condition, and, at its sole cost and expense, repair all damage caused by its negligent use.

11. Subleasing or Assigning. County shall not be permitted to sublet any part of the Council Chamber or assign this Agreement or any interest therein.

12. Taxes, Assessments and Fees. During the term of this Agreement, City shall be solely responsible for the payment of any and all taxes, assessments, fees and/or other charges levied or assessed upon or against the Council Chamber and/or any of the contents therein.

13. Indemnification. Both Parties agree to indemnify, save, hold harmless and defend the other Party, its officers, agents, employees and volunteers from any and all costs, expenses, damages, liabilities, claims, and losses occurring or resulting from, the negligent or wrongful acts of their officers, agents, employees and volunteers in connection with this Agreement. Negligent or wrongful acts by members of the public at the County meetings shall not be deemed to be the liability or responsibility of the City or County.

14. Insurance. County agrees to maintain an insurance, self-insurance, or other coverage program adequate to cover its liabilities arising out of the use of the Council Chamber or performance under this Agreement, including worker's compensation. The County hereby agrees to waive rights of subrogation which any insurer of County may acquire from County by virtue of the payment of any loss. County agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

15. Notices. All correspondence regarding this Agreement, including any payments, notices, or demands shall be directed to the following persons at the following addresses either by personal delivery (including overnight delivery services) or by U.S. Mail, postage prepaid:

City: City Manager  
City of Yuba City  
1201 Civic Center Boulevard  
Yuba City, California 95993

County: County Administrative Officer  
County of Sutter  
1160 Civic Center Boulevard, Suite A  
Yuba City, California 95993

16. Termination. Either party hereto may at any time, at its sole discretion and for any cause whatsoever, terminate this Agreement upon sixty (60) days prior written notice.

17. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

18. Compliance with Law. City and County shall each comply with all Federal, State, and local statutes, ordinances, regulations, rules and orders that concern the use and safety of the Council Chamber.

19. Conflict with Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

20. Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver

of such performance, right, or remedy. No waiver is binding unless set forth in writing signed by the waiving party.

21. Cumulative Rights. The rights of the parties under this Agreement are cumulative and shall not be construed as exclusive unless otherwise required by law or identified as such in this Agreement.

22. Amendments. Modifications or amendments to this Agreement shall be in writing and executed by both parties.

23. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof. It supersedes all prior agreements and representations whether written and oral.

24. Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

25. Construction. This agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply in interpreting this Agreement.

26. Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees and costs, whether or not the matter proceeds to judgment."

27. Security. County is solely responsible for maintaining security and providing security personnel during County's use of the Council Chamber. Such personnel shall cooperate with the City's Police Department at all times, and the County shall notify the City's Police Department in advance if it believes there may be a reasonable possibility of a security risk given the nature of the County meeting, etc. Nothing in this Agreement requires the City to provide security services at County meetings using the Council Chamber.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective officers thereunto duly authorized, on the day and year as indicated below to be effective as of the day and year first written above.

COUNTY OF SUTTER

CITY OF YUBA CITY

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

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

CHAIRPERSON, SUTTER COUNTY  
BOARD OF SUPERVISORS

MAYOR, CITY OF YUBA CITY

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

ATTEST:

ATTEST:

DONNA JOHNSTON  
SUTTER COUNTY CLERK

PATRICIA BUCKLAND  
CITY CLERK

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
SUTTER COUNTY COUNSEL

By: \_\_\_\_\_  
CITY ATTORNEY

CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Administration  
**Presentation by:** Diana Langley, Interim City Manager

---

**Summary**

**Subject:** Bogue Stewart Master Plan – Master Tax Exchange Agreement – Designation of Council Sub-Committee

**Recommendation:** Designate two City Councilmembers to assist with negotiations of a Master Tax Exchange Agreement with Sutter County for a period of less than one year

**Fiscal Impact:** Nominal – Staff time to participate and assist with negotiations

---

**Purpose:**

To work with Sutter County to prepare a Master Tax Exchange Agreement for the Bogue Stewart Master Plan.

**Background:**

The Bogue-Stewart Master Plan (BSMP) guides the orderly development of 741.5 acres located along the southern edge of Yuba City outside the existing Sphere of Influence (Attachment 1). The BSMP provides for a mix of residential and commercial uses, parks and recreational sites, and public facilities.

The Draft BSMP and corresponding Draft Environmental Impact Report (EIR) were released for public comment on May 3<sup>rd</sup> with the comment period closing on June 17<sup>th</sup>. The goal is to have the Planning Commission consider the Draft BSMP and Draft EIR in September followed by Council consideration in October. If the project is approved by the City Council, the next step will be to file an application with the Sutter County Local Agency Formation Commission (LAFCo) requesting an expansion of the City's Sphere of Influence. In order for the LAFCo Board to consider the project, a Master Tax Exchange Agreement (MTEA) must be in place between the City and Sutter County.

In 2000, Sutter County and Yuba City entered into a MTEA which delineates allocation of local tax revenues (including Property Tax and Sales Tax) and provision of local services such as Police/Sheriff and Fire. The current MTEA only applies to the City's existing Sphere of Influence (Attachment 2).

**Analysis:**

On February 26, 2019, the Sutter County Board of Supervisors awarded a Professional Services Agreement to David Taussig & Associates to serve as chief negotiator for sales and property tax sharing negotiations (Attachment 3).

The City has hired Al Johnson Consulting, LLC, to perform the following scope of work (Attachment 4):

- Meet with City to recommend alternatives and strategy for dealing with tax sharing negotiations and Sutter County
- Meet with elected and appointed City staff regarding the Agreement
- Meet with County elected officials and/or appointed officials
- Review fiscal reports prepared by the County
- Prepare various memos or reports for City staff as needed

With the public release of the Draft BSMP and Draft EIR, the project is at a point to start discussions with the County related to the MTEA. To facilitate discussion, staff is requesting that the City Council appoint two Councilmembers to assist with negotiations with the County. It is anticipated the Sutter County Board of Supervisors will also appoint two Supervisors to assist with negotiations. The two Council negotiators will work with the consultants and staff to negotiate a MTEA for the BSMP.

**Fiscal Impact:**

There will be nominal costs associated with staff time to work on the development of the BSMP MTEA.

**Alternatives:**

Direct staff to work with the consultants to develop a BSMP MTEA without direct assistance from Councilmembers.

**Recommendation:**

Designate two Councilmembers to assist with negotiations of a Master Tax Exchange Agreement for a period of less than one year.

**Attachments:**

1. Bogue Stewart Master Plan Map
2. 2000 Master Tax Exchange Agreement between the City and Sutter County
3. Sutter County Staff Report – David Taussig & Associates Agreement
4. Al Johnson Consulting, LLC scope of work

**Prepared and Submitted by:**

*/s/ Diana Langley*

Diana Langley  
Interim City Manager

**Reviewed by:**

Finance

RB

City Attorney

SLC by email

# ATTACHMENT 1



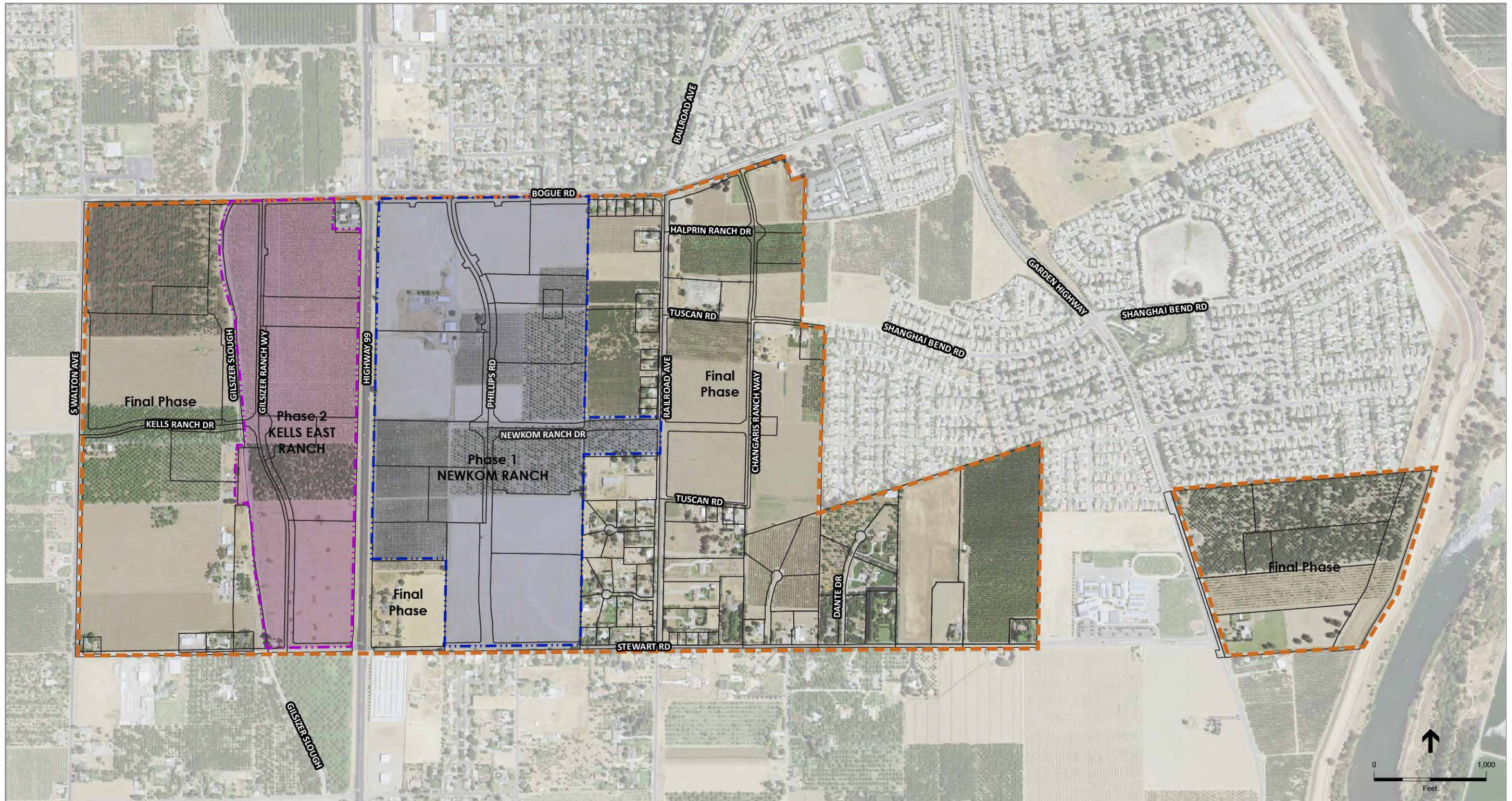


Figure I-2: BSMP Phase Areas

# ATTACHMENT 2

BEFORE THE CITY COUNCIL OF THE CITY OF YUBA CITY AND THE  
BOARD OF SUPERVISORS, COUNTY OF SUTTER, STATE OF CALIFORNIA

AMENDMENT TO THE JOINT	)	
RESOLUTION OF THE SUTTER COUNTY	)	SUTTER COUNTY
BOARD OF SUPERVISORS AND THE	)	RESOLUTION NO. 07-050
YUBA CITY SPHERE OF INFLUENCE	)	
PLANNING, SALES TAX SHARING, AND	)	YUBA CITY
A MASTER PROPERTY TAX EXCHANGE	)	RESOLUTION NO. 07-075
<u>AGREEMENT</u>	)	

WHEREAS, on July 6, 2000, the Sutter County Board of Supervisors and the Yuba City City Council adopted a joint resolution providing for Yuba City Sphere of Influence planning, sales tax sharing, and a master property tax exchange agreement, a copy of which is attached as Exhibit 1 and incorporated by reference; and

WHEREAS, the agreement, in part, established two law enforcement patrol beats, and provisions and statistical thresholds for transferring service responsibility in these beats from the County Sheriff's Department to the City Police Department; and

WHEREAS, the City and County believe it is in the public interest that the boundaries of the law enforcement beats be amended and that the City Police Department should, notwithstanding the thresholds established in the Agreement, assume responsibility for providing service in the north beat as soon as possible.

NOW, THEREFORE, BE IT RESOLVED THAT the July 6, 2000 Agreement be, and hereby is, amended by adding Section XI to the Agreement as follows:

- XI. Notwithstanding any other provision of this Agreement, the City and County agree to redefine the boundaries of the South Beat and the North Beat as described in Paragraph VI-C and Attachment B of this Agreement. Effective January 1, 2008, the boundaries of the two Beats will be as shown on Attachment E.
1. Effective January 1, 2008, the City will assume full law enforcement responsibility for the incorporated territory within the North Beat.
  2. In recognition of the assumption by the City of law enforcement services in the North Beat pursuant to (1) above, the County's Guaranteed Amount will be reduced by 25% in Fiscal Year 2007-08, and by 50% commencing with Fiscal Year 2008-09.

All other provisions of the Agreement shall remain the same.

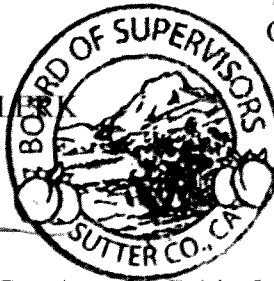
PASSED AND ADOPTED this 21<sup>st</sup> day of August 2007, by the following vote of the Council Members, City of Yuba City and the Board of Supervisors, County of Sutter:

AYES: Supervisors Montna, Cleveland, Munger, Whiteaker, and Silva  
NOES: None  
ABSENT: None  
ABSTAIN: None



DAN SILVA  
CHAIRMAN BOARD OF SUPERVISORS

ATTEST:  
JOAN BECHTEL, COUNTY CLERK



By  DEPUTY

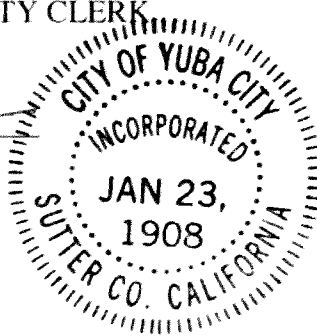
AYES: Councilmembers Ramirez, McBride, Maan, and Mayor Miller  
NOES: None  
ABSENT: Councilmember Gill  
ABSTAIN: None



JOHN MILLER  
MAYOR, CITY OF YUBA CITY

ATTEST:  
TRACI SLOAN, DEPUTY CITY CLERK

By 



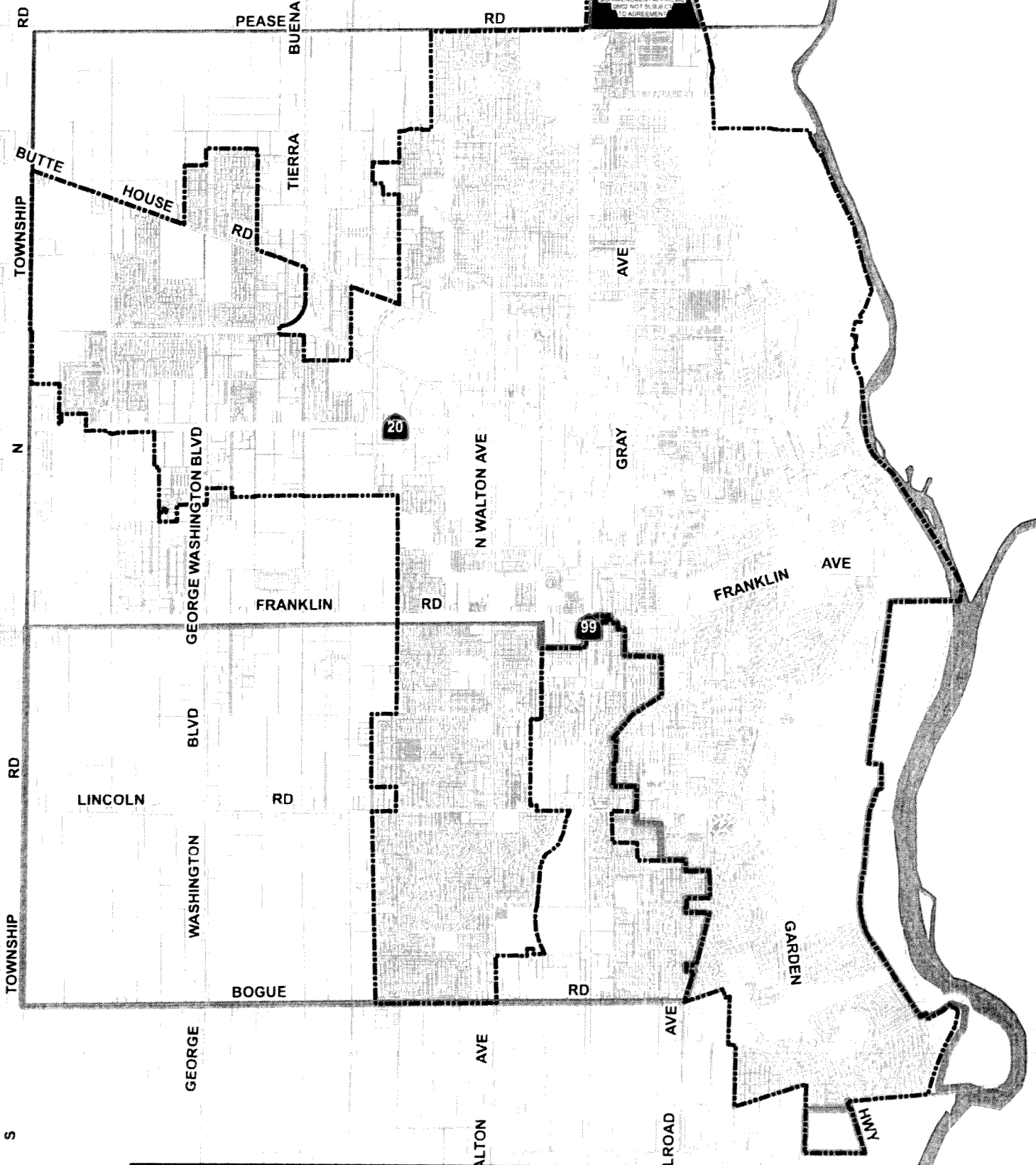
NUESTR

# ATTACHMENT E AMENDED MASTER TAX EXCHANGE AGREEMENT

ADOPTED AUGUST 21, 2007

(BUTTER COUNTY RESOLUTION NO. \_\_\_\_\_)  
(YUBA CITY RESOLUTION NO. \_\_\_\_\_)

SOI AMENDMENT APPROVAL  
FORM NOT SUBJECT  
TO AGREEMENT



	City Limits		Not Subject to Agreement		North Beat (Includes all Franklin Rd addresses)
	Sphere of Influence		County Coverage		South Beat
			City Coverage		

Scale: 0 0.2 0.4 0.6 0.8 1.0 Miles

COPY

00-115 <sup>cor</sup>  
1150

BEFORE THE CITY COUNCIL OF THE CITY OF YUBA CITY AND THE BOARD OF SUPERVISORS, COUNTY OF SUTTER, STATE OF CALIFORNIA

JOINT RESOLUTION OF THE SUTTER )	SUTTER COUNTY
COUNTY BOARD OF SUPERVISORS AND )	RESOLUTION NO. <u>00-050</u>
THE YUBA CITY CITY COUNCIL )	
PROVIDING FOR YUBA CITY SPHERE OF )	YUBA CITY
INFLUENCE PLANNING, SALES TAX )	RESOLUTION NO. <u>00-092</u>
SHARING, AND A MASTER PROPERTY TAX )	
EXCHANGE AGREEMENT )	

WHEREAS, the Sutter County Local Agency Formation Commission (LAFCO) periodically receives applications for changes of organization and reorganizations involving the City of Yuba City; and

WHEREAS, the LAFCO Executive Officer is prohibited by law from issuing a Certificate of Filing for such applications until the City of Yuba City (City) and the County of Sutter (County) determine, pursuant to section 99 of the California Revenue and Taxation Code, the amount of property tax revenues to be exchanged between and among the local agencies whose service areas or responsibilities will be altered should the reorganization or change of organization occur; and

WHEREAS, the local agencies affected by such changes of organization or reorganizations are the City, the County, with respect to both its general fund and its special road fund, the Walton Fire Protection District the Sutter County Consolidated Street Lighting Maintenance District, and the Urban Area Street Lighting Maintenance District; and

WHEREAS, Proposition 11, which was enacted by the State of California's electorate on November 3, 1998, added subsection (b) to section 29 of article XIII of the state Constitution which authorizes counties and cities to enter into contracts to apportion between them the revenue derived from any sales or use tax imposed by them pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, or any successor provisions, and that is collected for them by the state;

NOW, THEREFORE, BE IT RESOLVED that the following agreement is entered into by the County and City to provide, pursuant to section 99 of the Revenue and Taxation Code, for the exchange of property tax revenues among and between the affected local

agencies, and for the apportionment of sales tax revenue between the City and County, and for certain provisions regarding the land-use planning of properties within the Yuba City Sphere of Influence, all of which provisions are to be applicable to changes of organization or reorganizations which occur during the period of effectiveness of this agreement. Either or both the City and/or the County are authorized to present this resolution to LAFCO and/or the LAFCO Executive Officer so long as the master property tax exchange agreement incorporated herein has not been cancelled.

I. Land-Use Planning

- a. Land-use planning within the City's unincorporated sphere of influence will be a joint effort by the County and the City. The joint planning of this area shall commence by January 1, 2001, and will result in an amendment to both the City and the County general plans.
- b. The parties intend that the product of this planning process will be for the City and County to adopt General Plans for the unincorporated sphere of influence which are consistent, provide for orderly growth, the prevention of premature development and urban sprawl; and recognize the City's role as the provider of urban services in the sphere of influence.

II. Exchange of Base Revenue Tax Dollars Between the County of Sutter General Fund Property Taxes and the City of Yuba City:

- a. It is agreed that the amount of base revenue tax dollars equal to forty-five percent (45%) of the product of "A x B x C" as in this section defined shall be transferred from the property tax revenue of the County of Sutter general fund to the property tax revenue of the City of Yuba City, effective with the first fiscal year commencing after the lien date on which the change of organization or reorganization is placed on the tax roll:

" A" equals: The total tax rate in effect in the tax rate area(s) of the annexing properties during the fiscal year in which the organization or reorganization is completed, exclusive of voter approved tax rates for the redemption of bonds, and

" B" equals: The taxable assessed valuation of all property, both real and personal, of the annexing territory as shown on all assessment rolls of the County of Sutter and the State of California for the fiscal year during which the organization or reorganization is completed, and

" C" equals: The percentage of the total property taxes levied within the tax rate areas of the annexing property which are distributed to the Sutter County general fund in the fiscal year during which the organization or reorganization is completed.

### III. Exchange of Base Revenue Tax Dollars Between the County of Sutter Special Road Property Taxes and the City of Yuba City

It is agreed that an amount of base revenue tax dollars equal to one hundred percent (100%) of the product of " A x B x C" as in this section defined shall be transferred from the property tax revenue of the County of Sutter Special Road Fund to the property tax revenue of the City of Yuba City, effective with the first fiscal year commencing after the lien date on which the organization or reorganization is placed on the tax roll.

" A" equals: The total tax rate in effect in the tax rate area(s) of the annexing properties during the fiscal year in which the annexation is completed, exclusive of voter approved tax rates for the redemption of bonds, and

" B" equals: The taxable assessed valuation of all property, both real and personal, of the annexing territory as shown on all assessment rolls of the County of Sutter and the State of California for the fiscal year during which the organization or reorganization is completed, and



" C" equals: That percentage of the total property taxes levied within the tax rate areas of the annexing property which are distributed to the Special County Road fund in the fiscal year during which organization or reorganization is completed.

#### IV. Exchange of Base Revenue Tax Dollars Between the Walton Fire Protection District and the City of Yuba City

It is agreed that an amount of base revenue tax dollars equal to one hundred percent (100%) of the product of " A x B x C" as in this section defined shall be transferred from the property tax revenue of the Walton Fire Protection District to the property tax revenue of the City of Yuba City, effective with the first fiscal year commencing after the lien date on which the organization or reorganization is placed on the tax roll.

" A" equals: The total tax rate in effect in the tax rate areas) of the annexing properties during the fiscal year in which the organization or reorganization is completed, exclusive of voter approved tax rates for the redemption of bonds, and

" B" equals: The taxable assessed valuation of all property, both real and personal, of the annexing territory as shown on all assessment rolls of the County of Sutter and the State of California for the fiscal year during which the organization or reorganization is completed, and

" C" equals: That percentage of the total property taxes levied within the tax rate areas of the annexing property which are distributed to the Walton Fire Protection District in the fiscal year during which the organization or reorganization is completed.

Nothing in this agreement shall prevent the City and Walton Fire Protection District from reaching a contractual agreement to provide fire service.

## V. Tax Increments

The tax increments for the current and future years will be automatically distributed according to the new percentages within the new tax rate area which are based on the base revenues as transferred into this new tax rate area.

## VI. Sales and Use Tax Apportionment

A. For the purposes of this section VI, the following geographic area definitions shall apply:

1. Area A--Subject to the following exceptions, Area A includes the entire unincorporated area within the City's sphere of influence as of July 1, 2000. Those properties included in the Harter Annexation are included in Area A. The unincorporated islands within the City limits are excluded from Area A, although the sales tax collected within the island areas will be included in the County's guaranteed sales tax amount as discussed below.
2. Area B--The area within Area A annexed into the City after July 1, 2000, and the land included within the Harter annexation.
3. Area C--Area A minus Area B.

The boundaries of each area on July 1, 2000, are shown on Attachment A.

B. Establishing the Guaranteed Amount: The amount of sales tax received by the County and attributed to Area A for the year preceding July 1, 2000 (the base year) shall be the amount of sales tax guaranteed to County (guaranteed amount), adjusted as provided in this subsection B and subsection C:

1. When the original guarantee amount is calculated, major sales tax generators (as defined in B.2 below) shall be checked to confirm that sales tax from other offices of that business outside of Area A are not calculated into the Area A guaranteed amount.
2. For a major sales tax generator in Area A (a business that generates in excess of \$70,000 in local sales tax

revenue in the year preceding July 1, 2000) the following shall apply:

a) If, in any year after the base year, the amount of sales tax that a major sales tax generator creates drops below its portion of the original guaranteed amount by 25 percent or more, the guaranteed amount for that year shall be reduced by the same amount as the generator's sales tax decrease. However, if the total sales tax in Area A does not decrease, then the guaranteed amount shall not be reduced. If the decrease in total sales tax in Area A is less than the amount of reduction caused by the loss in tax revenue from the major tax generator, then the decrease in the guaranteed amount shall be that lesser amount.

b) If a major sales tax generator vacates Area A, the guaranteed amount shall be reduced by the original base year sales tax generated by that generator. However, if the total sales tax in Area A does not decrease, then the guaranteed amount shall not be reduced. If the decrease in total sales tax in Area A is less than the amount of reduction caused by the loss in tax revenue from the major tax generator, then the decrease in the guaranteed amount shall be that lesser amount. This subsection shall not apply if the business vacates Area A by moving its location into the incorporated area of the City as it existed prior to July 1, 2000.

3. The City's guarantee to the County of a portion of the sales tax also shall not apply to the shortfall resulting from a decline in sales tax in Area A below the guaranteed amount.

C. Both the County and the City agree to transfer law enforcement responsibilities from the County to the City when the City has annexed sufficient dwelling units for City police to service either of the two existing patrol beats. "Dwelling units" as used in this subsection means residential units or structures for which building permits have been issued. When City police have assumed the provision of law enforcement service to either of the beats, the guaranteed amount will be reduced by fifty percent (50%). The two beats are shown on Attachment B, but are generally the area south of Highway 20 (South Beat) and

the area north of Highway 20 (North Beat), within the unincorporated sphere of influence. For the South Beat area, this transfer of law enforcement services to the City shall occur when the City has annexed eighty-two percent (82%) of the dwelling units within that beat. Law enforcement responsibilities for the North Beat shall become the responsibility of the City once ninety percent (90%) of the dwelling units in that beat area are annexed into the City. County and City agree to develop a contract for law enforcement services within Area B. The contract will include the existing level of service and appropriate indemnification.

County and City agree to work together to develop a procedure to transition appropriate sheriff's department staff to the City police department in conjunction with these law enforcement responsibility transfers.

When the City has assumed responsibility for all law enforcement within both beats, the City will no longer ensure receipt by the County of a guaranteed amount of the sales tax although the percentages set out below shall continue to apply.

D. Establishing the Percentage of Sales Tax Shared: County and City agree to share sales tax generated within area A in the following ratios:

1. Years one through five of this agreement:

Area B - The City shall pay to the County 100% of the sales tax until the guaranteed amount is achieved. Once the guaranteed amount is met for all of Area A, the City shall pay to the County 12.5% of the sales tax generated within Area B.

Area C - The County shall retain 100% of the sales tax until the guaranteed amount is achieved. Once the guaranteed amount of Area A is met, the County shall pay to the City 12.5% of the sales tax County receives from properties within Area C after deducting the guaranteed amount.

2. Years six through ten of this agreement:

The percentage of sales tax to be paid after the amount guaranteed to the County by this agreement has been met shall be 12% in year six, 11.5% in year seven, 11% in

year eight, 10.5% in year nine, and 10% in year ten. These are the percentages of sales taxes generated within Area B which the City shall pay the County after the guaranteed amount has been reached and, after deducting the guaranteed amount, the County shall pay to the City from sales taxes generated within Area C.

3. Year eleven and beyond:

The percentage of sales tax paid between the City and County shall remain at 10%.

E. Calculating the Payment:

Once a year the County and the City shall apply this formula to the sales tax collected for the previous year and calculate the amount to be paid by and to each entity. The calculation shall be based on the July 1-June 30 period prior to a meeting that shall occur prior to November 15 of each year between City and County staff. At that meeting, the calculation shall be made and a transfer of funds which reflects the result of the calculation shall be made by January 15 of the next year.

F. Sales Tax Examples: See Attachments C & D.

VII. Street Lighting Contributions:

Upon annexation of properties, the City shall take over those County street-lighting districts, or portions thereof, covering the properties annexed. City will receive all shares of property tax and assessments received by those districts or portions thereof to the extent legally permissible.

VIII. Scope:

The provisions of this resolution and agreement apply only to lands within the Yuba City Sphere of Influence. This Agreement and Resolution amends and supercedes the provisions of the Property Tax Revenue and Sales Tax Revenue Exchange Agreement applicable to the Harter property annexation to the City of Yuba City approved by Resolution 99-02 of the Local Agency Formation Commission of the County of Sutter all as contemplated by section VII of that earlier agreement.

IX. Cancellation of the Agreement:


Either party may cancel this agreement on 180 days' written notice to the other. If this agreement is ever cancelled by either party, the apportionment of taxes and assessments, including sales taxes, for the properties annexed while this agreement was in effect shall remain the same unless re-negotiated and agreed to by both parties. This provision shall survive cancellation of this agreement.

X. Counterparts:

This joint resolution and agreement may be signed in one or more counterparts and shall be effective when signed by the Chairman of the Board of Supervisors and the Mayor of Yuba City.

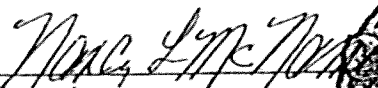
This joint resolution of the Board of Supervisors of the County of Sutter and the City Council of the City of Yuba City was duly introduced, passed, and adopted at a special meeting of both entities thereof on the 6th day of July, 2000.

AYES: Supervisors Kroon, Nelson, Bechtel, Akin, and Munger  
NOES: None  
ABSENT: None  
ABSTAIN: None

  
\_\_\_\_\_  
JOAN BECHTEL  
Chairman, Board of Supervisors

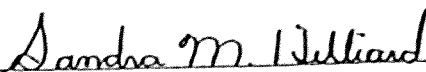
ATTEST:

LONNA B. SMITH, COUNTY CLERK

By   
Deputy



AYES: Councilmembers Barkhouse, Doolittle, Hellberg, Welch, and Mayor Hilliard  
NOES: None  
ABSENT: None  
ABSTAIN: None

  
\_\_\_\_\_  
SANDRA HILLIARD  
Mayor, City of Yuba City

ATTEST:

SUSAN PEARSON, CITY CLERK

  
\_\_\_\_\_  
Susan Pearson

ATTACHMENT C

Sales Tax Example

Assumptions:

- |   |   |                 |
|---|---|-----------------|
| 1. Area A base year sales tax (July 1, 2000)            | - | \$1,000,000     |
| 2. Sales tax exchange rate                              | - | 87.5% and 12.5% |
| 3. Sales tax in year 2003 (no services dropped as yet): |   |                 |
| Area A = \$1,500,000                                    |   |                 |
| Area B = ( 300,000)                                     |   |                 |
| Area C = \$1,200,000                                    |   |                 |

In Year 2003:

County would receive:

- |  |   |             |
|--|---|-------------|
| 1. Guaranteed amount                                 | - | \$1,000,000 |
| 2. 12.5% of Area B since guaranteed amount<br>is met | - | 37,500      |
| 3. 87.5% of Area C minus \$1,000,000                 | - | 175,000     |
| Total  | - | \$1,212,500 |

City would receive:

- |  |   |            |
|--|---|------------|
| 1. 87.5% of Area B since guaranteed amount<br>is met | - | \$ 262,500 |
| 2. 12.5% of Area C minus \$1,000,000                 | - | 25,000     |
| Total  |   | \$ 287,500 |

Grand Total - \$1,500,000

ATTACHMENT D

Sales Tax Example with the South Beat Services Transferred

Assumptions:

1. 50% of area A base year sales tax (July 1, 2000) - \$500,000
2. Sales tax exchange rate - 87.5% and 12.5%
3. Sales tax in year 2004 (with South Beat transferred):
  - Area A = \$1,500,000
  - Area B = ( 503,000)
  - Area C = \$ 997,000

In Year 2004:

County would receive:

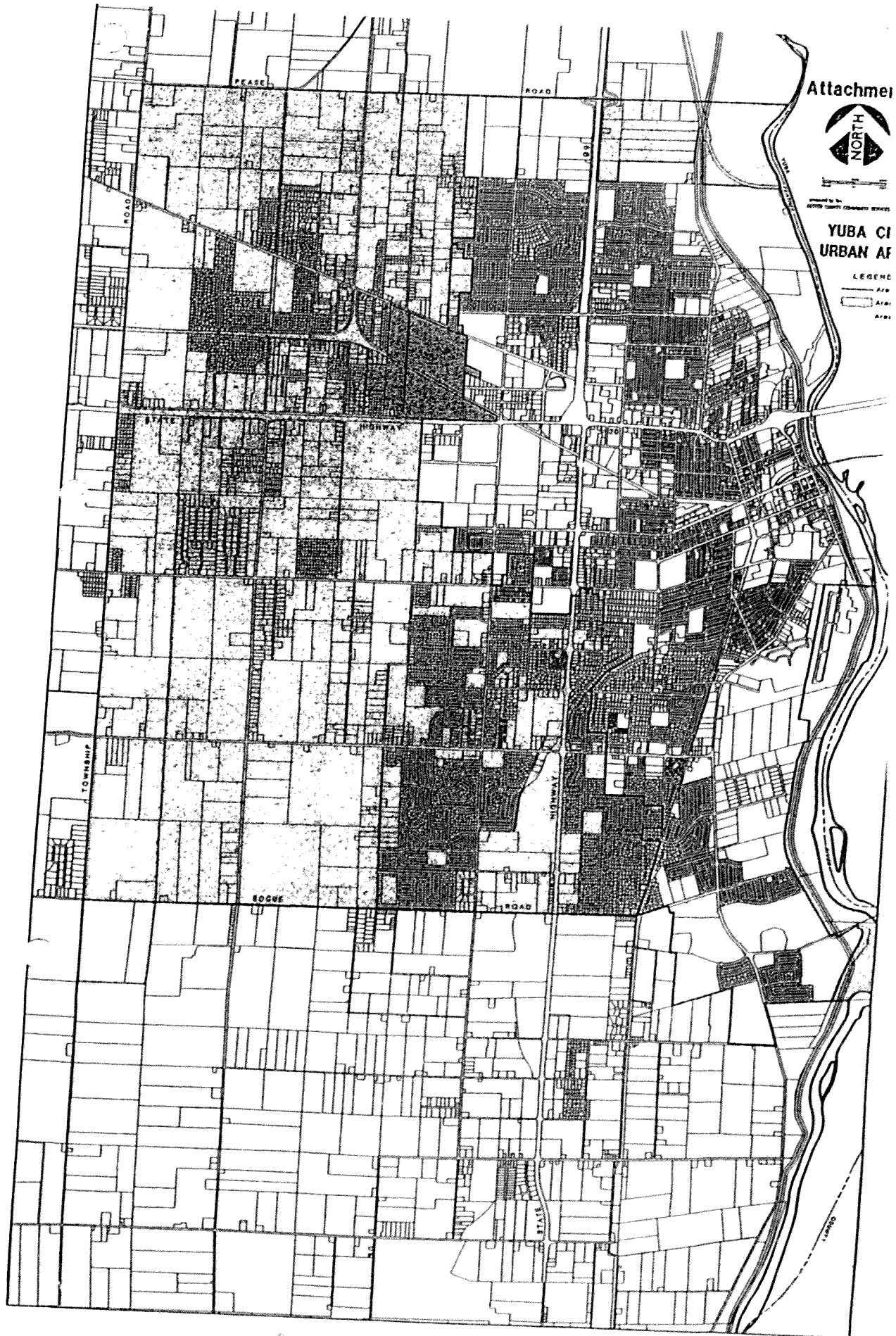
1. Reduced guaranteed amount - \$ 500,000
2. 12.5% of Area B - 62,875
3. 87.5% of Area C minus \$500,000 - 434,875
- Total - \$ 997,750

City would receive:

1. 87.5% of Area B - \$ 440,125
2. 12.5% of Area C minus \$500,000 - 62,125
- Total - \$ 502,250

Grand Total - \$1,500,000





Attachment



PREPARED BY THE  
COUNTY CLERK'S OFFICE

### YUBA CITY URBAN AREA

LEGEND

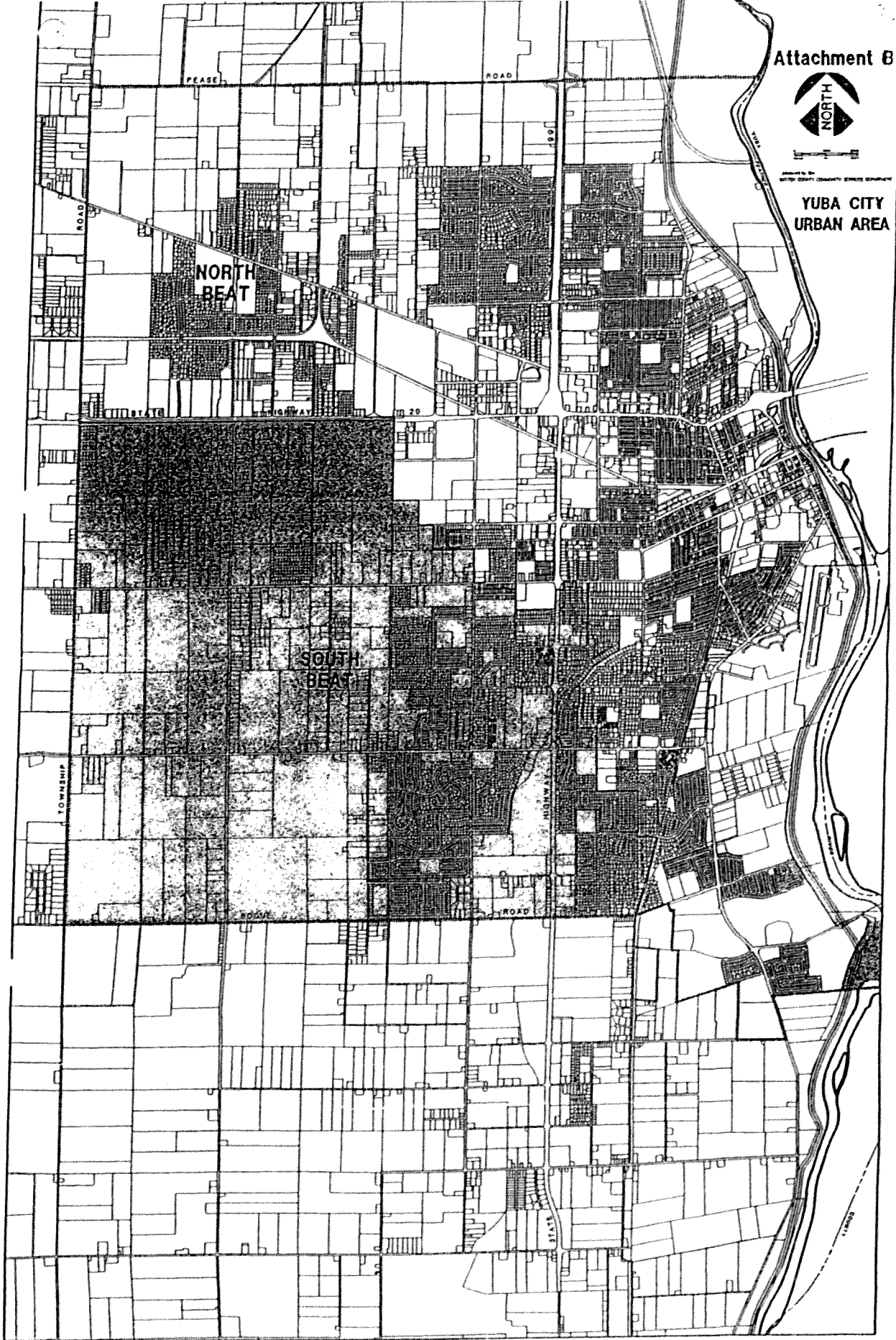
- ARC
- AREA
- AREA

Attachment B



Prepared by  
Yuba County Planning Services Department

YUBA CITY  
URBAN AREA



# ATTACHMENT 3



Agenda Date: February 26, 2019  
Agenda Placement: CONSENT CALENDAR

## SUTTER COUNTY BOARD OF SUPERVISORS

### Board Agenda Staff Report

---

**To:** Honorable Board of Supervisors

**From:** Steven Smith, Interim County Administrator

**Department:** County Administrator

**Subject:** Approval of the proposed Professional Services Agreement in the amount of \$25,000 with David Taussig & Associates to serve as Chief Negotiator for Sales and Property Tax Sharing Negotiations

---

**Recommendation:**

The Board of Supervisors approve the proposed Professional Services Agreement with David Taussig & Associates to Serve as Chief Negotiator for Sales and Property Tax Sharing Negotiations.

**Background:**

Over the past two decades, Yuba City has pursued annexations of various areas within its Sphere of Influence. In order to effectuate such annexations, Sutter County and Yuba City entered into what is known as a Master Tax Exchange Agreement (MTEA) which delineates allocation of local tax revenues (including Property Tax and Sales Tax) and provision of local services (such as Police/Sheriff and Fire).

Over the past few years, Yuba City has been pursuing annexation of what it refers to as "South Yuba City" (otherwise known as the "keyhole" area). In order for staff to fully understand the impact of such annexations, an independent and objective financial review of the effect of past annexations and the proposed South Yuba City annexation is needed.

In addition, Yuba City is seeking to expand its existing Sphere of Influence southward to allow for development of the Bogue-Stewart Master Plan area. In order to do this, a new MTEA would need to be prepared for this area.

Given the potential significant General Fund financial impact, the Board authorized staff to prepare a third-party financial review. With this goal in mind, on November 14, 2017, the Board approved a professional services agreement with David Taussig & Associates to look at all impacted revenue sources (Property Tax, Sales Tax, Gas Tax, Franchise Fees, Special District revenues, etc.) and expenditures/service levels (Sheriff, Fire, Streets/Roads, District Attorney, Probation, Public Defender, Facilities, Support Services, Administration, etc.).

Multiple angles of analysis have been progressing as planned. With these analyses nearing completion, staff now is preparing for future tax sharing negotiations with the City of Yuba City. With David Taussig & Associates' experience in doing these analyses, staff now requests their services in representing the County as Chief Negotiator for tax sharing negotiations. Their proposal is attached to this staff report as "Exhibit A."

RESPONSE TO REQUEST FOR  
QUALIFICATIONS (RFQ)

COUNTY OF SUTTER

CHIEF NEGOTIATOR  
FOR  
SALES AND PROPERTY TAX SHARING  
NEGOTIATIONS

PROPOSAL SUBMISSION DEADLINE:  
Friday, January 4, 2019  
3:00 p.m.

Public Finance  
Public Private Partnerships  
Urban Economics  
Clean Energy Bonds

---

Newport Beach  
San Jose  
San Francisco  
Riverside  
Dallas  
Houston



**CHIEF NEGOTIATOR  
FOR  
SALES AND PROPERTY TAX SHARING NEGOTIATIONS**

**PROPOSAL SUBMISSION DEADLINE:  
FRIDAY, JANUARY 4, 2019, AT 3:00 P.M.**

**Prepared for  
MATT MICHAELIS, DEPUTY COUNTY ADMINISTRATIVE OFFICER  
Sutter County Administrative Office  
1160 Civic Center Blvd, Suite A  
Yuba City, CA 95993  
(530) 822-7100**

**Prepared by  
DAVID TAUSSIG & ASSOCIATES, INC.  
100 West San Fernando Street, Suite 430  
San Jose, CA 95113  
(800) 969-4382**

## COVER LETTER

---

January 4, 2019

Attention: Matt Michaelis, Deputy County Administrative Officer  
Sutter County Administrative Office  
1160 Civic Center Blvd, Suite A  
Yuba City, CA 95993

**RE: Response to RFQ for Chief Negotiator for Sales and Property Tax Sharing Negotiations**

Dear Mr. Michaelis,

**DAVID TAUSSIG & ASSOCIATES, INC. ("DTA")** is pleased to submit this proposal to the County of Sutter (the "County"). It is our understanding that the County is seeking a qualified Financial Planning firm to represent the County as it pursues equity during property and sales tax sharing negotiations related to various annexations.

Notably, DTA performed the recent fiscal impact analysis for the "Keyhole Area," which tests the Master Tax Exchange Agreement between Yuba City and the County.

Past projects in the region include assisting Butte County in establishing a Community Facilities District Procedure Manual in order to finance public infrastructure, facilities and services, and assisting Yuba County with development impacts fees for both the County and the newly formed South Yuba Transportation Improvement Authority ("SYTIA"). We have also been retained by El Dorado County to provide a fiscal impact model to help the County and Board of Supervisors evaluate proposed projects and development agreements, and public financing advisory services, including assistance in identifying and exploring options available for financing public projects.

**Additionally, DTA has been licensed and registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor (No. 867-01160) and is in compliance with all of the fiduciary requirements associated with this designation.**

As described in greater detail in the attached statement of qualifications, DTA is a public finance consulting firm in San Jose with offices located elsewhere in Newport Beach, San Francisco, and Riverside, California, as well as Dallas, Texas and Houston, Texas. Since its establishment in 1985, DTA has completed consulting assignments pertaining to the financing of public infrastructure and services for over 3,000 clients in ten (10) states. During this period, the firm has been involved in the formation of over 1,500 public finance districts, with total authorized bonded indebtedness over \$60 billion. Our financing programs have utilized a variety of public financing mechanisms such as Community Facilities Districts ("CFDs"), EIFDs, Assessment Districts, Certificates of Participation, Redevelopment Tax Allocation Bonds, Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, Landscaping and Lighting Districts, Integrated Financing Districts, and various types of fee programs.

**DTA's level of experience with the formation and issuance of bonds for CFDs is unequalled, as our firm is the State of California's leading special tax consultant, having prepared special tax formulas on behalf of public agencies for the establishment of over 1,000 CFDs. In addition, we have substantial experience with tax increment financing through our role as Fiscal Consultant on dozens of redevelopment tax allocation bonds.**

DTA's greatest strength, aside from our ability to retain senior staff persons for as long as twenty-five (25) years, is our ability to combine a variety of public finance programs on the same project. DTA can utilize CFD financing, benefit area impact fee programs, various types of revenue bonds, State grants, New Markets Tax Credits, and other programs to cover any potential funding shortfall.

## COVER LETTER

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DTA is also heavily involved in the fiscal and economic analysis of land development impacts, project feasibility studies, retail market analyses, and economic development studies. Our firm's ability to thoroughly analyze the revenues and costs to a local jurisdiction resulting from new development relates specifically to our extensive experience in the fiscal impact analysis of land development projects. DTA staff has prepared over 675 fiscal impact reports ("FIRs") estimating the revenue and cost impacts of various land use decisions on cities, counties, and special districts.

Over the past 33 years, DTA has earned the trust of public agencies, bond investors, and other industry participants. Our name is synonymous with quality, accuracy, and responsiveness. DTA stays abreast of legal, political, and economic events affecting our fields of expertise, and we are often the innovator of new techniques and methodologies that are necessary to adapt to a new public finance environment. Notably, all of our managers at the Vice President level and above have obtained a Series 50 license as a registered Municipal Advisers with the SEC/MSRB, under rules promulgated following the Dodd-Frank Act in 2010.

If you have questions regarding this proposal, please call me at (800) 969-4382. My staff and I look forward to the prospect of working with the County to promote sustainable growth.

Best regards,



Nathan D. Perez, Esq.  
Managing Director  
Phone: (800) 969-4382  
Fax: (408) 340-1130  
[nperez@taussig.com](mailto:nperez@taussig.com)  
100 West San Fernando, Suite 430  
San Jose, CA 95113



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II. WORK PLAN .....	12
III. REFERENCES .....	14

## SECTION I ■ CONSULTANT CAPABILITIES AND EXPERIENCE

---

David Taussig and Associates, Inc. (“DTA”) is a public finance consulting firm with a national practice focusing on public private partnerships and the establishment and implementation of infrastructure and public services financing programs for local municipalities in California and ten (10) other states. Organized as a corporation, the firm is based in San Jose, California. DTA also has branch offices in Newport Beach, Riverside, and San Francisco, California, as well as Dallas and Houston, Texas. The firm currently employs more than 65 public finance professionals. **Real estate/public finance consulting is the singular focus of the services provided by DTA.**

Sections I.A through I.F below, provide an overview of our firm’s experience and the qualifications of our key personnel, respectively.

### A. EXECUTIVE SUMMARY

Since its formation in 1985, DTA has assisted over 3,000 public and private sector clients in meeting their infrastructure and public services goals. **DTA has been licensed and registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor (No. 867-01160) and is in compliance with all of the fiduciary requirements associated with this designation.** Additional information on DTA is available on our website ([www.taussig.com](http://www.taussig.com)).

DTA’s consulting services include the following:

- Enhanced Infrastructure Financing District (“EIFD”) Formation and Ongoing Management
- Assessment Engineering and Special Tax Consulting
- Annual Administration of Assessment Districts and Community Facilities Districts
- Proposition 218 and AB 1600 Compliance Studies and User Fee Studies
- **Public Infrastructure and Public Services Financing Strategies**
- Public Private Partnerships
- **Fiscal and Economic Impact Analyses**
- Clean Energy Bonds
- Federal and State Grant, Loan, and Tax Credit Applications
- Economic Development and Revitalization Studies
- Public Improvement Construction Management Services

DTA has been involved in the formation of over 2,000 public finance districts, with total authorized bonded indebtedness over \$60 billion. Our financing programs have utilized a variety of public financing mechanisms such as Community Facilities Districts (“CFDs”), 1913/1915 Act Assessment Districts (“ADs”), 1972 Act Landscaping and Lighting Districts (“LLDs”), Certificates of Participation, Tax Allocation Bonds, Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, Integrated Financing Districts, and various types of fee programs. **DTA’s level of experience with special district formations is unequalled, as our firm is the State of California’s leading special tax and assessment consultant, having prepared special tax and assessment formulas on behalf of public agencies for the establishment of over 1,200 CFDs, ADs, and LLDs.** DTA also has considerable experience establishing a variety of financing districts and property owner associations for the purpose of funding public service shortfalls created by new development.

On a statewide basis, DTA has planned and implemented public facilities financing plans that have ranged from the quantitative analysis of a single financing mechanism for an individual facility, to the preparation of a comprehensive financing plan, covering multiple facilities and public services through a series of financing mechanisms. We at DTA feel strongly that our financial analyses provide public officials, and landowners and other interested parties, with the

## SECTION I ■ CONSULTANT CAPABILITIES AND EXPERIENCE

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level of information to make fully informed decisions regarding land use, infrastructure, and public services financing issues. **DTA staff has extensive experience working with various stakeholder groups including public agencies, public agency municipal staff, residents, local chapters of the Building Industry Association, the Chamber of Commerce, and other interested parties.**

DTA's special assessment formulas, some of which have been in use since 1985, are based on a variety of methodologies that have withstood the test of time and legal scrutiny. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing. DTA's knowledge and experience has enabled our firm to maximize the capacity of land-secured financing programs while minimizing burden on homebuyers and other property owners.

DTA has earned the trust of public agencies, bond investors, and other industry participants. Our name is synonymous with quality, accuracy, and responsiveness. Our clients understand there is a quantifiable difference to our consulting services, a clear edge over the competition. Clients that retain us to clean up after our competitors' mistakes do not leave.

DTA is committed to excellence and innovation which allows us to attract and retain the most experienced and knowledgeable personnel in the industry. Our work product is simply better. And our commitment to our clients' needs is unsurpassed. We have been providing leading edge annual special tax setting/assessment levy services for over 33 years.

### B. DETAILED DISCUSSION

#### 1. Fiscal Impact Analysis

DTA has been preparing Fiscal Impact Reports ("FIRs") utilizing computerized models since its formation in 1985, and over the past 30 years has prepared over 675 such analyses related to the fiscal impacts of proposed and existing development and land use plans on the General Funds and Special Funds of cities and other public agencies. As these developments and plans have included a variety of land uses and have often encompassed unique taxing structures (e.g., redevelopment project areas, county fire districts, etc.) that have required the preparation of specialized modules within DTA's computer models, DTA has accrued a series of models that can be adapted to virtually any type of land use. **To date, DTA's FIRs have been prepared in conjunction with general plans, specific plans, community plans, environmental impact reports, incorporations and annexations, reuse studies, general plan amendments, development agreements, and individual project proposals, covering different types of residential, commercial/industrial, and mixed-use projects.**

The objective of each FIR prepared by DTA is to ensure that public services are adequately financed in a timely manner and are allocated in a way that is equitable, financially feasible, and consistent with local and regional guidelines and policies. DTA's fiscal impact models typically utilize a combination of a Per Capita/Employee Multiplier Approach which emphasizes average expenditures and revenues on a Countywide basis, and a Case Study Approach, which provides revenue and cost data specific to a project or land use plan that is under consideration for approvals. The Per Capita/Employee Multiplier Approach tends to work best for revenues and costs that are uniform County-wide (e.g., franchise and licensing fees and permits, County management and library services costs), while the Case Study Approach is employed for revenues and costs that

are more individualized by project (e.g., property and sales tax revenues, and landscape

**Demographic and Employment Projections:** There are numerous sources of information on existing and projected population and employment within a jurisdiction, and it has been DTA's experience that all such information must be considered and analyzed in the development of an accurate FIR model. The projections prepared by SACOG and other regional agencies are generated on a top-down basis, and often do not consider local zoning and growth restrictions. On the other hand, local zoning and other land use restrictions do not consider the actual regional demand for certain land uses, and therefore are often misleading in assuming that certain development may occur when there is little demand in the foreseeable future for such development. A common example of this problem is the over-zoning of commercial development, with a local jurisdiction approving entitlements for millions of square feet of retail and office space that will not occur for decades.

Having dealt with conflicting demographic data in much of its previous work, DTA staff has developed expertise in balancing population and employment projections from regional planning agencies with local planning documents to determine the likely timing and magnitude of population and employment growth. These projections are significant, in that the need for services (and associated services costs) are often a function of the number of future residents and employees within a newly developing area, and measuring the ability of a city or county to fund these services is the major reason for preparing a FIR.

**Funding Fiscal Impact Shortfalls:** Once the FIR model has been completed, it is sometimes determined that new development (particularly residential development) will not pay its own way. DTA has expertise not only in the preparation of FIRs and related computer models, but also in developing methods of dealing with fiscal shortfalls. Through the use of special financing districts, property owner associations, enterprise funds, and other creative mechanisms, DTA has contributed to balanced services funding programs for new communities throughout the State. This expertise would prove to be of substantial benefit to the County in implementing its plans once the computer model is completed.

In terms of economic impact analyses, DTA has prepared over 125 economic impact studies for public agencies and land development firms that identify the general economic impacts of a future or existing development or plan on a municipality in terms of economic output gains or losses, and job and wage creation opportunities. General economic impacts include additions to economic output (gross receipts or sales), earnings (the wages, salaries and benefits, other labor income, and employer and employee contributions to social security) and employment (number of average full- and part-time jobs). DTA subscribes to the IMPLAN economic analysis data base service, which we utilize to determine induced and indirect economic impacts that act as multipliers to the direct economic impacts of new development and plans. Our firm's economic analyses also distinguish between one-time impacts that occur on a non-recurring basis because of construction activity, and impacts that recur annually over the entire term of a development's life.

### 2. Public Financing Advisory Services

DTA has provided public finance consulting services to virtually every major City and County in California. Our County clients have included, but are not limited to, the Counties of Alameda, Butte, Colusa, Contra Costa, Fresno, Imperial, Los Angeles, Madera, Marin, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, San Luis Obispo, Santa Barbara, Santa Clara, Shasta, Sutter, Stanislaus, and Yuba. DTA has also provided public finance consulting services for over 325 school districts, water districts, and fire protection districts throughout the state.

As a pioneer in the industry, our firm is well acquainted with the variety of options available in the State of California for financing public projects. To give a few examples, following is a summary of DTA's experience with respect to Community Facilities Districts ("CFDs"), Assessment Districts ("ADs"), and Lighting and Landscape Maintenance Districts ("LLDs").

**CFD Formation:** While DTA's financing district formation consulting services have covered all types of residential, commercial, and mixed-use developments, we have been particularly successful in financing infrastructure for large-scale projects, including dozens of planned communities. DTA has been singularly responsible for a majority of the technical innovations which have occurred in the special tax consulting field, and many of these innovations are now considered standards in the industry. For example, DTA developed and implemented the first CFD "back-up" taxes, the first efficient special tax prepayment formula (which is now employed industry-wide), special tax zones and improvement areas, principal buydown formulas that allow for flexibility in the land uses ultimately developed within a CFD, and other innovations that strengthen the credit worthiness of CFD bonds. Listed below are examples of some additional techniques that DTA pioneered which are now being employed throughout the State:

- Utilization of escalating debt service to increase bonding capacity in CFDs.
- Employment of a series of CFDs or one CFD with a series of Improvement Areas or zones for a multi-issue bond program, so future residents cannot lower the Special Tax and void future bond issues, and to increase bonding proceeds by reflecting increases in property values when later Improvement Areas or zones are established.
- Combining a series of small CFD bond issues, sometimes on separate properties owned by small landowners, into a Marks-Roos Bond Pool to attain economies of scale and build regional as well as local improvements.
- Establishment of boundaries for a CFD that include properties affected by the CFD's improvements, as well as properties located elsewhere (sometimes owned by the same landowner) in order to increase the CFD's land values for value to lien purposes. The properties located elsewhere can be removed from the CFD when the properties affected by the financing have appreciated to a satisfactory level of value.
- Combining tax-exempt and taxable bonds within a CFD bond issue to finance public and private improvements.

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- Establishment of an A-B bond structure, with senior and junior liens, where B bonds convert to A bonds automatically as property within the CFD is developed.

DTA's special tax formulas have been utilized to provide debt service coverage for the sale of hundreds of land-secured bond issues and have provided the firm with considerable experience working with landowners, public agencies, underwriters, bond counsels, and financial advisors to provide special tax apportionment methods satisfactory to all parties. DTA has also worked frequently with institutional bond purchasers, all of whom are familiar with the firm and its expertise in the field of special tax consulting. DTA has also developed substantial experience and a strong reputation in the areas of overlapping debt analysis, value to lien studies, developer disclosure documentation, and other elements of the bond issuance process.

DTA's special tax formulas, some of which have been in use since 1985, are based on a variety of methodologies that have withstood the test of time. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing.

DTA is aware of - and has contributed to - the most innovative and creative concepts in land secured public financing. This knowledge and experience has allowed DTA to *maximize the capacity* of land secured financing programs *while minimizing burdens* on homebuyers and other property owners.

**AD Experience:** Since 1985, DTA has represented hundreds of municipalities in their negotiations with developers and other property owners related to the formation and implementation of ADs as well as CFDs. This has included deliberations related to Development Agreements, Acquisition and Funding Agreements, and a variety of formation documents, including most importantly, Engineer's Reports, as well as special assessment apportionments. We understand developer proformas and the impacts of AD special assessments on property owners' investment returns. Our reputation for developing creative solutions and designing specialized AD apportionments to resolve conflicts between municipalities and property owners has been well established with our municipal clients, as well as among underwriters, bond counsels, and other financial professionals.

From the drafting of appropriate Special District Goals and Policies through the preparation of AD apportionments that constitute a win-win for both public agencies and property owners, DTA has been a leader in the industry. Additionally, we have been able to automate our work through a state-of-the-art cloud-based proprietary software we have developed that enables our firm to handle AD formation and administration work quickly and efficiently for a competitive price.

**LLD Experience:** DTA has unique experience with the application of Lighting and Landscape Maintenance Districts. Since 1991 DTA has acted as Assessment Engineer for over a dozen school district and other public agency initiated LLDs in California. Three of our school district LLDs were challenged by the Howard Jarvis Taxpayers Association in California Superior Court, and all of them were upheld. On August 20, 1992, a Superior Court ruling on DTA's methodology was issued for both Whittier Union High School District and Bonita Unified School District.

In 2003, after the approval of Proposition 218 by the State's voters, DTA provided assessment engineering services for an LLD initiated by the Irvine Unified School District ("IUSD"). The purpose of the LLD is to pay for maintenance and operating costs of IUSD recreation facilities. The Orange County Register issued an editorial in opposition. The Howard Jarvis Taxpayers Association indicated its opposition to the LLD. There was no court challenge, however, which we believe was due in large part to the detailed assessment methodology DTA employed to separate general from special benefits and determine the proportional benefit of each parcel.

Our staff is extremely knowledgeable with respect to the relevant law governing the enrollment of special taxes and has helped establish the industry's practices through our participation in various trade groups, such as CASTOFF. We are also intimately familiar with County Auditor-Controller, Assessor, Treasurer-Tax Collector, and Recorder practices, which is critical for the successful administration of special districts. DTA fully utilizes all Internet resources, and our staff regularly accesses Assessor and title company files as necessary to establish overlapping debt information and perform other due diligence functions related to special district formations and annual administration. We are pleased to provide additional information on our special district administration consulting services upon request.

### C. REAL ESTATE MARKET DEMAND ANALYSIS

When taking on a real estate market demand analysis, DTA's approach is to evaluate high-level supply and demand conditions for each proposed land use to determine the best development option for maximizing residual land value in an area based on market conditions. To meet this objective, DTA identifies and surveys comparable developments regarding pricing and absorption. Resale brokers representing the sale of varying product types are interviewed to better understand the opportunities and risks. The end result enables DTA to make recommendations for development of viable land uses with product suggestions, revenue, and sales targets.

DTA also specializes in commercial and retail market demand analyses to determine the most viable uses for properties that are vacant or are appropriate for rehabilitation or reconstruction. Our firm is also known for its urban decay study analyses ("UDAs"), which utilize DTA's retail market demand studies to determine if a newly proposed retail development will have a deleterious impact on existing retail outlets. DTA's market studies routinely include evaluations of office and industrial components, and retail/commercial reviews.

### D. REAL ESTATE FINANCIAL FEASIBILITY/PROFORMAS

Recent proformas prepared by DTA include (i) the 543-acre master planned residential Highland Hills project in San Bernardino County, (ii) a 450,000-square-foot shopping center project called The Source in Buena Park, and (iii) the Hunters Point Shipyard redevelopment project in San Francisco.

DTA's proformas not only measure project feasibility, but they can also determine the highest and best use for a site. Each proforma considers real estate market trends and projected product absorption levels, horizontal and vertical development and construction costs for both onsite and offsite improvements, fees, sales and marketing costs, and product pricing to determine potential profit levels (e.g., internal rates of return) and residual land values based on both leveraged and unleveraged financing scenarios. Through a systematic, thorough, and objective financial analysis of each parcel, DTA can ensure that the agency can gain a clear understanding of the potential profits – and, more importantly, costs - of developing a specific parcel of real estate.

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Our firm can also summarize the pros and cons of land sale versus ground lease versus joint venture options for a property owner.

### E. PUBLIC PRESENTATION EXPERIENCE

Senior management team personnel from DTA have made formal presentations at literally hundreds of public meetings attended by public agency staff, governing boards and councils, land developers and builders, bond investors, professional associations, associated government councils, investment bankers, hedge funds, colleges and universities, and State legislators. We have also been frequently assigned to meet with groups of stakeholders, such as citizens' groups and homeowner associations, to introduce finance programs or to diffuse problematic situations.

Because of DTA's vast experience and ability to stay abreast of new developments in public finance, each of DTA's senior members has made dozens of presentations to professional organizations such as the Urban Land Institute, League of California Cities, California Society of Municipal Finance Offices, Coalition of Adequate School Housing, and the California Redevelopment Association. We have also spoken to classes and conferences held at USC, UCLA, and UC Davis. In addition, DTA has been heavily involved in working with state legislatures in Illinois, Hawaii, New Mexico, and Washington in successfully enacting public finance legislation similar to California's Community Facilities District Act. This has involved series of presentations to separate committees, and the entire legislative bodies in these states.

DTA's staff has developed presentations for a wide variety of audiences and interested parties. This has enabled our clients to attain enough understanding to adopt financing programs for public infrastructure and services. If selected for this engagement, a DTA Vice President or above will attend public forums, workshops, Planning Commission meetings, County Board of Supervisor meetings and/or City Council meetings, as requested by the County.

### F. QUALIFICATIONS OF THE PROJECT TEAM

DTA has assembled a project team to provide fiscal impact studies, and related real estate/public financing advisory services to the County, with the breadth of experience needed to provide these services in a professional and timely manner. The County's work would primarily be handled out of DTA's office located in San Jose.

**Project Team:** DTA's proposed key project team members are as follows:

**Nathan Perez, ESQ:** Principal-in-Charge/Legal Review – Mr. Perez will handle primary account responsibilities for this engagement and would be responsible for any technical and legal analysis required of DTA. He will attend meetings as necessary and supervise all project staff.

**Stephen Runk, PE:** Engineering Review – Mr. Runk, a DTA Vice President, will be responsible for any engineering work related to DTA's services. This engineering work would include the preparation of assessment district diagrams (if requested), and infrastructure needs analysis and costing, as well as benefit apportionments.

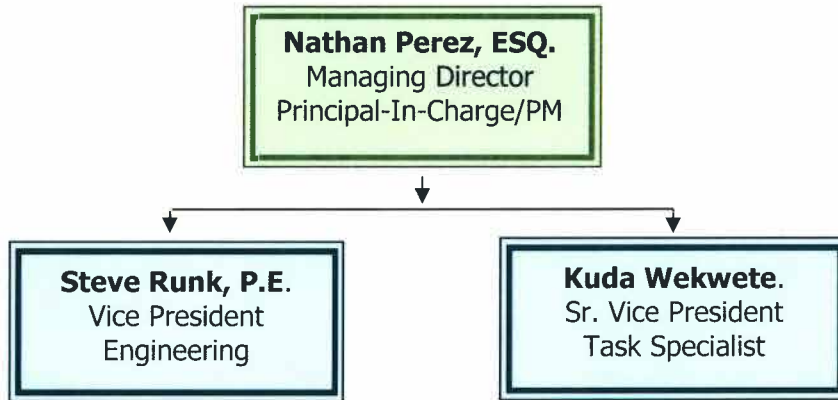
**Kuda Wekwete:** Project Manager/Technical Review – Mr. Wekwete, a DTA Senior Vice President, will be the County's primary technical reviewer throughout the course of this engagement.

The senior staff assigned to this engagement includes three (3) staff members, each with over 15 years of experience with our firm. In addition, DTA's Assessment Engineer (State License



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Number C23473 – California Registered Civil Engineer) has been in the industry for more than 30 years. An organization chart showing the proposed relationships among the Consultant staff projected to play significant role in the County’s on-call assessment engineering services is presented below. Individual resumes for our proposed key project team members are provided on the following pages.



### NATHAN PEREZ, ESQ.



Managing Director | [nperez@taussig.com](mailto:nperez@taussig.com)  
Project Role – *Principal-in-Charge, Project Manager, Legal Analysis*

Mr. Perez has a background in law, economics, business administration, and statistical analysis. Since joining DTA, Mr. Perez has managed all aspects of the formation and implementation of hundreds of special districts, including Mello-Roos Community Facilities Districts (“CFD”) and Assessment Districts, to fund infrastructure and services throughout California, Washington, Texas, New Mexico, and four other states.

While managing the firm’s Northern California, Texas, and New Mexico practices, he has recently supervised the sale of billions in “new money,” refunding, and parity land-secured bonds, including those involving multiple landowners, improvement areas, bond pools, capital appreciation bond structures, variable rate bond structures, and subordinate bond tranches. Responsibilities relate to the development of hundreds of tax spread proforma analyses, municipal bond documentation concerning issuance (e.g., the Rate and Method of Apportionment) and disclosure, and the preparation of public reports, overlapping debt analyses, development agreement negotiations, escrow release provisions, private placement requirements, and letter of credit determinations.

Mr. Perez has prepared several dozen Public Facilities Financing Plans for municipalities that provide a variety of financing mechanisms to fund infrastructure and public services for new development. He is also responsible for the implementation and structuring of the Statewide Community Infrastructure Program (“SCIP”), which was established by the California Statewide Community Development Authority (“CSCDA”).

Mr. Perez’ background as an attorney has enabled him to assist developers in negotiating development agreements and facilities mitigation agreements with public agencies. His familiarity with a variety of real estate legal issues has also given him a prominent role in assessing the legal impacts of much of DTA’s

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work. This experience has allowed Mr. Perez to effectively and efficiently evaluate dozens of state and Federal legal, regulatory, and administrative frameworks related to public finance and infrastructure development.

Furthermore, Mr. Perez has completed over 155 fiscal impact reports and 75 economic impact development analyses for a variety of residential, commercial, and mixed-use developments throughout California, New Mexico, Washington, and Texas. Mr. Perez also has extensive expertise in the preparation, peer-review, and defense of hundreds of development impact fee studies. This includes considerable work related to the preparation of facilities needs lists and the apportionment of infrastructure and services costs to a variety of land uses based on benefit criteria.

Prior to joining DTA, Mr. Perez worked for the Boston office of an international law firm, where he advised sponsors, managers, and investors on the tax aspects of fund formation and investment. Mr. Perez is admitted to the bar in both Massachusetts and California. Mr. Perez received his law degree from Harvard Law School, and his B.A. in Economics and History, with highest distinction, from the University of North Carolina at Chapel Hill.

Mr. Perez is an active member of the Urban Land Institute (where he both sits as a member of the national Community Development Council and regularly volunteers with the UrbanPlan Program), the California Bar Association, and the Hispanic National Bar Association. He also holds a Series 50 license as a registered Municipal Adviser with the SEC/MSRB, under rules promulgated following the Dodd-Frank Act in 2010.

### STEVE RUNK, P.E.



Vice President, Engineering Services | [srunk@taussig.com](mailto:srunk@taussig.com)  
*Project Role – Price Estimation Engineer (State License Number C23473 – California Registered Civil Engineer)*

Mr. Runk has over 40 years of experience in the design and construction management of major civil engineering projects, including roadways, bridges, sewer and water improvements, and flood control facilities, as well as grading for public works projects and the construction of commercial and industrial buildings. Mr. Runk's specific responsibilities have included design, quality control, specifications, estimates, construction bid packages, construction coordination and construction management, cost analysis and control, scheduling, manpower forecasting, staffing and marketing. He has also assisted public agencies and developers in the procurement of funding from Caltrans and other federal and state agencies.

Mr. Runk has a proven track record of meeting schedules and adhering to budgets. Since joining DTA in 2000, he has worked with local agencies to resolve community issues and to negotiate scope changes

with contractors to ensure the timely and satisfactory completion of construction projects. He has also acted as project manager for the establishment of Assessment Districts and the preparation of numerous AB 1600 Development Fee Justification Studies. Mr. Runk specializes in preparing assessment apportionment formulas and fee studies for roads and storm drains, and water and wastewater facilities.

Prior to joining David Taussig & Associates, Mr. Runk, as Senior Construction Manager for Holmes & Narver, Inc., successfully completed the construction of SR-41 Freeway in Fresno County, which was the County's first Measure "C" sales tax funded freeway. Prior to this project, Mr. Runk successfully completed SR-71 Freeway in Chino/Chino Hills, Calif. This \$98 million project was the first Measure "M" sales tax

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funded project for the San Bernardino Association of Governments. Mr. Runk's responsibilities on both included contract management, quality control, public relations, cash flow analysis, project closeout and compliance with Federal and State funding requirements.

Previously, Mr. Runk held positions with various public and private engineering entities in which he delivered projects requiring a wide variety of engineering expertise. He holds a B.S. in Engineering from the University of California at Los Angeles and a M.S. in Civil Engineering from California State University at Long Beach. Mr. Runk is a registered Civil Engineer in the States of California and Washington.

### KUDA WEKWETE



Senior Vice President | [kwekwete@taussig.com](mailto:kwekwete@taussig.com)

*Project Role – Technical Review*

Mr. Wekwete has a background in mathematical modeling and statistical analysis. Since joining DTA in 2005, Mr. Wekwete has been involved in all aspects of the formation and implementation of special districts to fund infrastructure and services, as well as the sale of over \$300 million in Community Facilities District (CFD) bonds. His work has involved the preparation of tax spreads and overlapping debt analyses for the formation and/or sale of bonds for over 125 special Districts established throughout California. In this role, Mr. Wekwete has prepared Rates and Methods of Apportionment, CFD and Engineers' Reports, and documents required for the formation of a CFD, the sale of property, and the annual levying of a special tax.

Mr. Wekwete has also been actively involved in the preparation of impact fee studies, especially in the areas of transportation and flood control infrastructure costing and the apportionment of these costs over various land use types based on benefit criteria. His engineering background has enabled him to assist DTA's Vice President of Engineering Services in preparing applications for State flood control grants under the Prop 84 and Prop 1E Programs, as well as applying a variety of apportionment methodologies to the development of fee studies and the establishment of benefit assessment Districts for public sector clients.

Mr. Wekwete also has experience in the preparation of Fiscal Impact Reports, Tax Increment Analyses, Public Facilities Financing Plans, Stormwater Grants and Implementation Grants, and has performed due diligence services and disclosure documentation for land purchasers, public agencies, and lenders.

Mr. Wekwete received his B.S. in Operations Research & Industrial Engineering from Cornell University. He also holds a Series 50 license as a registered Municipal Adviser with the SEC/MSRB, under rules promulgated following the Dodd-Frank Act in 2010.

## SECTION II ■ WORK PLAN

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As an extension of its previous Fiscal Impact Analysis (“FIA”) work provided to the County, DTA stands ready to assist in the following:

- ✓ Continued refinement of all fiscal, economic, and land use impact models
- ✓ Development and implementation of public finance strategies (for both infrastructure and services)
- ✓ Scenario-analysis of various property and sales tax sharing agreements (“togglings” inputs)
- ✓ Assistance with negotiations/mediations with other public agencies, special districts, LAFCOs, or similar

### FISCAL IMPACT ANALYSIS (“FIA”)

Essentially, a FIA is required by the Cortese-Knox-Hertzberg (“CKH”) Act and LAFCOs to allow for the assessment of the fiscal and Level of Service (“LOS”) impacts on other affected agencies. The FIA consists of three scenarios, or in essence, three Fiscal Impact Analyses (“FIAs”): (1) a fiscal analysis of the annexation area as if it was annexed, this includes the net cost of all services provided by the City through build-out; (2) a fiscal analysis of the annexation area as if it remained unincorporated, this includes the net cost of all services provided by the County (both Countywide and municipal services); and (3) the third analysis determines the net cost of those County services assuming the area is fully annexed. The impact of the annexation itself on the City would be Scenario #1; with the difference between Scenarios #2 and #3 reflecting the impact on the County.

This Fiscal Impact Analysis mainly utilizes a Per Capita/Employee Multiplier Approach (emphasizing average expenditures and revenues) to evaluate the City/County General Fund revenues expected to be generated by the annexation, and to evaluate the costs associated with municipal services expected to be extended by the City to the new area. Under this approach, DTA thoroughly reviews the City/County current annual budget to determine costs related to the City/County provision of services to its residents, and to determine all current City/County revenue sources. DTA ultimately determines the specific costs and revenues associated with the components of the City following annexation. DTA determines whether the annexation is likely to generate a net fiscal surplus or net fiscal deficit for the City/County General Fund.

### PUBLIC FACILITIES FINANCING PLAN (“PFFP”)

Upon request, DTA shall prepare a Public Facilities Financing Plan (the “PFFP”) for Keyhole Area. DTA will propose appropriate financing mechanisms to support all public backbone infrastructure costs (“Public Facilities”) and public services (“Public Services”) associated with the Keyhole Area. The intent of the PFFP will be to ensure that the financial goals and objectives of the County are achieved, and that County public financing policies are appropriately addressed. Some of these goals are listed below:

- All Public Facilities and Public Services listed in the PFFP are adequately financed and provided in a timely manner;
- The County is able to maximize the availability of public debt financing (and the use of federal and state grants and loans) for the Project’s backbone infrastructure needs, while minimizing cashflow payments required from property owners to fund these facilities;
- Public financing for the Project is equitable, financially feasible, efficiently utilized and consistent with County guidelines and public policies, and, when necessary, meets all relevant nexus and benefit criteria;
- Public financing mechanisms avoid, as much as possible, creating a financial and administrative burden to the County.

DTA’s specific objectives in preparing the PFFP are to (1) confirm the required public capital facilities costs and phasing for the public improvements covered by the PFFP, (2) determine the fair share

## SECTION II ■ WORK PLAN

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allocation of facilities costs to different land uses and subareas, (3) select the appropriate public financing mechanism(s) to pay for the Public Facilities and Public Services, (4) compute the annual and total financing burden by land use type and financing mechanism within the Project, (5) provide a quantitative evaluation of the overall feasibility of the proposed land uses and capital facilities subject to public policy and market constraints, and (6) provide a public financing plan implementation blueprint for the County and other agencies.

### OTHER ADVISORY SERVICES

- **Selection of County Team**

This task involves DTA assisting the County in the selection and formation of its extended team, including preparing a list of services required of market consultant, underwriter, appraiser, trustee, verification agent, and other professionals, as necessary.

- **Stakeholder Meetings**

DTA staff shall attend meetings with County and other public agency staff and consultants, as well as other interested parties.

- **Advisory Services**

Answer questions and provide technical advice to County regarding the MTEA proceedings and financing during the period in which the tasks above are being completed. These negotiations could involve, but are not limited to, joint community facilities agreements, interlocal agreements, modifications/amendments to the MTEA, MOUs, and various cooperation agreements.

DTA shall:

- ✓ Advise on the appropriate terms and conditions of the negotiation with the County and its counsel to fine-tune the structure including determining covenants, requirements, etc.
- ✓ Estimate potential debt service cost for each financing alternative, as well as operating and maintenance cost for the Projects based on information provided by the County and assess the County's ability to cover these costs.
- ✓ Perform quantitative analyses to assist the County in selecting the most advantageous funding options and review impact to the County.
- ✓ Review existing County debt commitments to determine potential impacts, if any, on the proposed MTEA, and make appropriate recommendations to the County's financing team.

1. El Dorado County Community Services District



**Reference:**

Mr. Kevin Loewen  
General Manager  
El Dorado Hills Community Services District

1021 Harvard Way  
El Dorado Hills, CA 95762

Phone: (916) 933-6624  
Email: [Kloewen@edhcsd.org](mailto:Kloewen@edhcsd.org)

**Service Dates:** 2016-Present

The El Dorado Hills Community Services District (EDHCS D) engaged DTA to develop both a Development Impact Fee Study and a Cost Allocation Plan for the District. The purpose of this second plan was to establish a rational and consistent methodology for identifying and allocating indirect costs across the District's various direct cost programs. The Plan provided a basis from which District staff can assess its use of organizational resources, perform expense analyses, and evaluate the costs of performing services. Additionally, it provided an element of transparency on the how the hourly rates for District staff, and consequently the full cost of its service programs, have been determined. The Plan was also used by the District to review and update, annually, its various fees and charges to ensure full cost recovery.

In addition, DTA administers the El Dorado Hills Community's Service District's twenty-eight (28) Landscaping and Lighting Districts (LLADs) with a total annual levy well in excess of \$1 million. To complete these tasks, DTA performs background research based on data provided by the El Dorado Hills Community Services District , including reviewing the engineer's reports and analyzing specific services provided by each underfunded LLAD in the EDHCS D; including the costs assigned for those services and the rationale for the apportionment of costs for those services.

## SECTION III ■ REFERENCES

### 2. Yuba County



**Reference:**

Kevin Mallen  
Director  
Community Development & Services Agency  
Yuba County

918 8<sup>th</sup> Street Suite 123  
Marysville, CA 95901

Phone: (530) 749-5430  
Email: [kmallen@co.yuba.ca.us](mailto:kmallen@co.yuba.ca.us)

**Service Dates:** 2013-Present

DTA updated the County of Yuba's mitigation fee program and AB 1600 Fee Justification Study. The purpose of this study was to identify additional public facilities required by new development and determine the level of fees that may be imposed to pay the costs of the Future Facilities in the County. Public facilities in the areas of Transportation, Law Enforcement, General Government, Quality of Life, Health and Human Services, Criminal Justice, Drainage and Administrative Costs Components required by new development were acknowledged. DTA also identified the level of fees that need to be imposed to finance the expansion or creation of these facilities to adequately serve projected future development in the County.

In addition, DTA is currently involved in the South Yuba Transportation Improvement Authority's (SYTIA) Impact Fee Study. DTA was retained to provide demographic assistance to ensure consistency with the recent countywide fee update and technical assistance to ensure compliance with applicable regulatory frameworks and legal requirements. Specifically, DTA led the effort to create a database of baseline and future demographics, including land use quantities for residential and non-residential uses, population and employment numbers, and anticipated demographic shifts in adjacent jurisdictions that may affect the study area, including other cities within Yuba and adjacent counties such as Placer and Sutter County. The study continues with DTA developing a comprehensive and future demographic database for the entire SYTIA operating area.

## SECTION III ■ REFERENCES

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### 3. Kings County



**Reference:**

Rebecca Campbell  
County Administrative Officer  
Kings County

1400 W. Lacey Blvd.  
Hanford, CA 93230

Phone: (559) 852-2375  
Email: [Rebecca.campbell@co.kings.ca.us](mailto:Rebecca.campbell@co.kings.ca.us)

**Service Dates:** 2015-Present

DTA was retained by the County of Kings to conduct a comprehensive study of the Development Impact Fees and completion of a Nexus Study in accordance with the California Mitigation Fee Act. The purpose of this study was to identify the public facilities and community amenities needed to serve future development in the County. Public facilities in the areas of Public Protection, Fire, Library, Animal Control, and Sheriff and Investigative facilities were identified.

DTA also provides continuing reporting services for the County.



6. City of Paso Robles



**Reference:**

Mr. Warren Frace  
Community Development Director  
City of Paso Robles

1000 Spring Street  
Paso Robles, CA 93446

Phone: (805) 237-3860  
Email: [planning@prcity.com](mailto:planning@prcity.com)

**Service Dates:** 2004-Present

DTA is currently working on an update to an original AB 1600 Fee Justification Study that our firm prepared for adoption by the Paso Robles City Council in 2006. DTA's 2006 engagement involved the preparation of the Fee Justification Study and a Fiscal Impact Analysis for the City. DTA prepared its original work in 2006, and has prepared updates in 2009, 2012, and 2014. We are currently working with the City on an additional update to establish new land use categories for small apartments to encourage affordable housing. Major project objectives included a comprehensive review of existing City fee programs and ordinances, identification of needed backbone infrastructure, with emphasis on the transportation facilities required east of State Highway 101, as well as costs related to any existing infrastructure deficiencies in that area, an update of the City's existing fee program, and preparation of a draft ordinance to be utilized by the City for collection of fees.

In addition, DTA also successfully completed the formation of a City-wide Mello-Roos Community Facilities District to mitigate the police and fire protection services shortfalls determined through the preparation of the Fiscal Impact Analysis. Furthermore, DTA has very recently prepared a series of cash flow proformas for each major infrastructure category of the City's Public Facilities Needs List (the "Needs List") for long-term budget and financial planning purposes.

## SECTION III ■ REFERENCES

### 7. City of Irvine



**Reference:**

Kristin Griffith  
Administrative Services  
City of Irvine

1 Civic Center Plaza,  
Irvine, CA 92623

Phone: (949) 724-6255  
Email: [as@cityofirvine.org](mailto:as@cityofirvine.org)

**Service Dates:** 2004-Present

DTA has been the City of Irvine's Public Finance Consultant since 2004. DTA assisted with the formation and is administering all of the City's three Community Facilities Districts. Two of those which are close to buildout are CFD No. 2004-1 (Central Park West), with 1,380 dwelling units and approximately 120,000 square feet of office and retail, and CFD No. 2005-1 (Columbus Grove), which comprises 409 dwelling units. In addition, DTA was the City's Special Tax Consultant for the formation of CFD No. 2012-1, which includes both public improvements and park maintenance services for Heritage Fields, a 5,000-dwelling unit master planned community that includes the City's "Great Park."

CFD No. 2004-1 recently sold a second bond issue, so all of its \$27 million in authorized indebtedness has been issued. CFD No. 2005-1 has also issued all of its bonds (\$24,375,000).

The Great Park is a 1,347 acre metropolitan park on the site of the former El Toro Marine Corps Air Station within the City. In establishing CFD No. 2012-1, DTA was heavily involved on behalf of the City in the negotiation of a series of entitlements and a Development Agreement with the land developer. The firm also prepared numerous Fiscal Impact Reports analyzing a series of alternative proposed land use alternatives to determine which would be most cost-effective to the City to generate sufficient revenues for the General Fund to pay all of the project's costs. In preparing the Rate and Method of Apportionment for the CFD, DTA included a Special Tax A to fund over \$300 million in infrastructure improvements, and a Special Tax B to fund up to \$9 million per year in Great Park operations and maintenance costs.

**Prior Board Action:**

On November 14, 2017, the Board approved the existing professional services agreement with David Taussig & Associates for \$35,000. Staff later returned to the Board to increase the agreement amount by \$25,000 for additional scope of work modifications.

**Board Alternatives:**

The Board may opt to not approve Agreement; however, this would result in delays in the tax sharing negotiating process.

**Other Department and/or Agency Involvement:**

The tax sharing negotiations will primarily be led by the County Administrator's Office.

**Action Following Approval:**

County Administrator's Office staff will work with David Taussig & Associates as needed to complete the tax sharing negotiations with the City of Yuba City.

**Fiscal Impact:**

The proposed Agreement is for \$25,000. This increase will be absorbed by the existing FY 2018-19 Adopted Budget within the Non-Departmental Professional Expense 0001-1103-00-52180. A budget amendment will not be required.

**Standing Committee Review:**

This item was reviewed in the Agriculture/Public Protection and General Government Committee meeting on February 11, 2019 and recommended for consent.

Respectfully Submitted,

*s/ Steven Smith*

Interim County Administrator

**Attachments:**

1. Exhibit A - DTA Proposal
2. INDEPENDENT CONTRACTOR AGREEMENT - DTA

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into this \_\_\_ day of February, 2019, by and between Sutter County, a political subdivision of the State of California ("County"), and David Taussig & Associates, Inc. ("Consultant").

### RECITALS:

- A. County has determined that it is desirable to retain Consultant to serve as Chief Negotiator for Sales and Property Tax Negotiations; and
- B. Consultant represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. The County desires to retain Consultant to perform the proposed services.

County and Consultant agrees as follows:

### AGREEMENT:

- 1. Scope of Services. Pursuant to Government Code Section 31000, County retains Consultant to perform all the requested professional services which shall include serving as Chief Negotiator for Sales and Property Tax Sharing Negotiations with the City of Yuba City ("Services").
- 2. Term. Services under this Agreement shall commence upon execution, and shall continue until the agreement is terminated by either party in accordance with the provisions of this Agreement.
- 3. Compensation.
  - A. To the extent that Consultant is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized deputy and shall be reimbursed in accordance with the County's Travel and Business Expense Policy.
  - B. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed Twenty Five Thousand dollars (\$25,000.00).** The County shall make no payment to Consultant in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

C. Consultant agrees to testify at County's request if litigation is brought against County in connection with Consultant's work. Unless the action is brought by Consultant or is based upon Consultant's negligence or intentional tortious conduct, County will compensate Consultant for the testimony at Consultant's hourly rate.

4. Invoice and Payments. Consultant shall submit invoices for services rendered during the preceding month. Consultant shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

**If to the County:**

*County Administrative Officer  
Sutter County  
1160 Civic Center Blvd  
Yuba City, California 95993  
Telephone: (530) 822-7400*

**If to Consultant:**

*David Taussig & Associates  
100 West San Fernando Street, Suite 430  
San Jose, CA 95113*

Notice shall be effective upon receipt.

6. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Consultant is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Consultant herein. Consultant shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Consultant shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that County shall not withhold from Consultant's

compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Consultant is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Consultant shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Consultant's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Consultant agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Consultant under this Agreement any amount which may have been required to be withheld by law.

7. Authority of Consultant. It is understood that Consultant is to provide information, research, advice, recommendations, and consultation services to the County. Consultant shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Consultant.

8. Subcontracting and Assignment. Consultant shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County.

9. Ownership of Work Product. All technical data, evaluations, calculations, plans, drawings, details, specifications, estimates, reports, documents, or other work product of Consultant, in both paper and original electronic program forms, shall become the property of the County as they are produced and shall be delivered to the County upon completion of services. Consultant may retain copies for its files and internal use, however, Consultant shall not disclose any of the work products of this Agreement to any third party, person, or entity, without prior written consent of the County. Upon reasonable notice, County representatives shall have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of the Agreement.

10. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, damages, injuries (including injury to or death of an employee of Consultant or its subcontractors), expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any subcontractor, anyone directly or indirectly employed by them, or

anyone that they control (collectively "Liabilities"). Such obligation to defend, hold harmless and indemnify the County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. The provisions of the California Government Claims Act, Government Code section 810 et seq., including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions by the County. To the extent there is an obligation to indemnify under this paragraph; Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

11. Insurance. Without limiting Consultant's indemnification of the County, Consultant shall provide and maintain at its own expense and keep in force during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Workers' Compensation Insurance with statutory limits, as required by the laws of the State of California and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000.

Commercial General Liability Insurance at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$1,000,000 covering bodily injury and property damage; General Aggregate limit of \$2,000,000; Products and Completed Operations Aggregate limit of \$2,000,000 and Personal & Advertising Injury limit of \$2,000,000, written on an occurrence form.

Automobile Liability Insurance at least as broad as CA 00 01 with Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.

Professional Liability Insurance covering liability imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$1,000,000 per claim and in the aggregate. The insurance shall include a vicarious liability endorsement to indemnify, defend, and hold harmless Sutter County for claims arising out of covered professional services and shall have an extended reporting period of not less than two years. That policy retroactive date coincides with or precedes Consultant's start of work (including subsequent policies purchased as renewals or replacements).

If the policy is terminated for any reason during the term of this Agreement, Consultant shall either purchase a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy, or shall purchase an

extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement and a replacement policy with a retroactive date coinciding with or preceding the expiration date of the terminating policy.

If this Agreement is terminated or not renewed, Consultant shall maintain the policy in effect on the date of termination or non-renewal for a period of not less than two years there from. If that policy is terminated for any reason during the two year period, Consultant shall purchase an extended reporting provision at least covering the balance of the two year period to report claims arising from work performed in connection with this Agreement or a replacement policy with a retroactive date coinciding with or preceding the retroactive date of the terminating policy.

All policies of insurance shall provide for the following:

(i) Name Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees, as additional insureds except with respect to Workers' Compensation and Professional Liability.

(ii) Be primary and non-contributory with respect to all obligations assumed by Consultant pursuant to this Agreement or any other services provided. Any insurance carried by Sutter County shall not contribute to, or be excess of insurance maintained by Consultant, nor in any way provide benefit to Consultant, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.

(iii) Be issued by insurance carriers with a rating of not less than A VII, as rated in the most currently available "Best's Insurance Guide."

(iv) Include a severability of interest clause and cross-liability coverage where Sutter County is an additional insured.

(v) Provide a waiver of subrogation in favor of Sutter County, members of the Board of Supervisors of Sutter County, its officers, agents and employees.

(vi) Provide defense in addition to limits of liability.

Upon execution of this Agreement and each extension of the Term thereafter, Consultant shall cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under this Agreement are maintained in force and that not less than 30 days written notice shall be given to Sutter County prior to any material modification, cancellation, or non-renewal of the policies. Certificates shall expressly confirm at least the following: (i) Sutter County's additional insured status on the general liability, and auto liability policies; (ii) and the waiver of subrogation applicable to the workers' compensation and professional liability policies. Consultant shall also furnish Sutter County with endorsements effecting coverage required by this insurance requirements clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The



certificate of insurance and all required endorsements shall be delivered to Sutter County's address as set forth in the Notices provision of this Agreement.

All endorsements are to be received and approved by the County of Sutter before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

Unless otherwise agreed by the parties, Consultant shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Consultant as an additional insured on all such coverages. Evidence thereof shall be furnished as Sutter County may reasonably request.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Consultant.

12. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any subcontractors are engaged.

B. Consultant represents and warrants that it is professionally qualified to perform the services described herein; acknowledges that County is relying upon Consultant's qualifications to perform these services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Consultant from its obligation to perform the services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Consultant shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in Paragraph 3 may be reduced to account for such nonperformance.

13. Responsibility of Consultant.

A. Consultant shall be solely responsible for the quality and accuracy of its work and the work of its consultants performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Consultant shall coordinate the activities of all sub-consultants and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Consultant of any defect in Consultant's performance.

14. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Consultant shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Consultant's records as needed to evaluate and verify any invoices, payments, and claims that Consultant submits to County or that any payee of Consultant submits to Consultant in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, sub-consultant files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Consultant shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

15. Publication of Documents and Data. Consultant may not publish or disclose to any third party any information obtained in connection with services rendered under this Agreement without the prior written consent of the County. Notwithstanding the forgoing, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this agreement, shall not be construed as publication in derogation of the rights of either the County or Consultant.

16. Employment Practices. Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability, or marital status in its employment practices.

17. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent, or an authorized deputy, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000) for personal services contracts or forty-five thousand dollars (\$45,000) for public works contracts.

18. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Sutter.

19. Compliance With Law. Consultant shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

20. Prevailing Wages. To the extent that any of the work performed under this Agreement is a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages and Labor Code Section 1771, Consultant shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws. In the event Consultant fails to do so, Consultant shall be liable for the payment of all penalties, wages and/or damages as required by applicable law.

21. Conflict With Laws or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the agreement shall continue in full force and effect.

22. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.

23. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

24. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

25. Entire Agreement. This Agreement, constitutes the entire Agreement between the parties for the provision of services to County by Consultant and supersedes all prior oral and written agreements and communications.

26. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

27. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

COUNTY OF SUTTER

CONSULTANT

By: \_\_\_\_\_  
Mat Conant  
Chairman, Sutter County

By: \_\_\_\_\_  
Authorized Representative  
David Taussig & Associates

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jean Jordan  
County Counsel, Sutter County

# ATTACHMENT 4



team.

company

team

projects

contact us

**Al Johnson**  
Consultant/Owner



Mr. Johnson retired from his position as City Manager with the City of Roseville in 2003. He established Al Johnson Consulting LLC in 2003 and now provides services to private development firms and public agencies regarding land development, negotiates tax sharing and development agreements, economic development, and public finance. In addition Mr. Johnson serves as an expert witness on Public/Private development issues.

Prior to his retirement, he had been with the City of Roseville for 19 years and had served as City Manager for 15 years. Mr Johnson has a Bachelor's and Master's degree in Public/Business Administration.

Mr. Johnson started his career in the public sector in 1970 and has over 30 years of experience working for school districts, county and city governments.

The City of Roseville is known for its innovative planning and exceptional community services. Mr. Johnson was responsible for overseeing the operations of a full service city with an annual budget in excess of \$300 million and a workforce of 1,000 employees.

Mr. Johnson has extensive experience in creating public/private partnerships and negotiating specific plan development agreements. Extensive negotiations resulted in the Roseville Auto Mall, Galleria at Roseville and numerous other industrial and commercial projects. Roseville's award-winning park and recreation programs are also a tribute to Mr. Johnson's negotiation skills during the specific plan process. Roseville is considered a model for its forethought and planning in the development of Public infrastructure

In his current capacity Mr. Johnson advises the private and public sector on development projects. Including negotiating development agreements, due diligence research, investigating infrastructure alternatives, public infrastructure finance, and land use planning issues. Mr. Johnson is known throughout the Sacramento region for his negotiation skills and his ability to solve difficult issues.

team.

**Tony Harrington**  
Consultant

- B.A., Fresno State
- Graduate School, UC Davis

- 25+ years of experience working for city and county governments; overseeing the development and construction of public and private facilities ranging from small public facilities to multi-million dollar buildings
- Joined Al Johnson Consulting in 2005
- Continues to work with private developers and public agencies in all aspects of construction: from permits and entitlements to project management

**Steve Dillon**

Consultant

- B.A. in Geography, UC Davis
- Graduate School in Urban Planning, UC Davis
- 32 years of experience in City Government/Planning/Management
  - 15 yrs City of Roseville Planning Director
  - 12 yrs City of Roseville Community Development Director/Asst. C.M.
- Joined Al Johnson Consulting in 2005
- Specialties include city planning and project management

**Matt Johnson**

Associate

- B.A. in Economics, UC Davis
- Managerial Economics Minor, UC Davis
- Joined Al Johnson Consulting in 2009
- 4 years experience in Land Economics Consulting
  - Financing of government services and private infrastructure
  - Real estate development market analysis
  - Development impact fee comparisons/calculations

Private &amp; Public Development Consulting.

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Al Johnson Consulting, LLC  
1700 Eureka Road, Suite 110  
Roseville, CA 95661  
916.773.7328  
[aljohnson@aljohnsonconsulting.com](mailto:aljohnson@aljohnsonconsulting.com)

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**City of Yuba City**

- 
- Meet with Client to recommend alternatives and strategy for dealing with Tax Sharing Negotiations with Sutter County.
  - Meet with Elected and Appointed City staff regarding the Agreement
  - Meet with County Elected Officials and/or Appointed Officials.
  - Review Fiscal reports prepared by the County.
  - Prepare various memos or Reports for City Staff as needed



CITY OF YUBA CITY  
STAFF REPORT

**Date:** May 21, 2019  
**To:** Honorable Mayor & Members of the City Council  
**From:** Administration  
**Presentation by:** Diana Langley, Interim City Manager

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**Summary**

**Subject:** Wastewater Treatment Facility Biosolids Disposal

**Recommendation:** Authorize the City Manager to negotiate a Side Letter Agreement with Recology Yuba-Sutter for the hauling and disposal of biosolids from the City's Wastewater Treatment Facility.

**Fiscal Impact:** Increase in costs for disposal of biosolids will potentially impact the City's Wastewater Rates.

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**Purpose:**

To continue to provide for the disposal of the biosolids produced daily at the Wastewater Treatment Facility.

**Background:**

The Wastewater Treatment Facility (WWTF) treats wastewater and septage from the community and discharges the treated water (effluent) to the Feather River or evaporation/percolation ponds located on the east side of the Feather River. The process of treating wastewater also produces concentrated solids or sludge, referred to as biosolids.

In 2011, WWTF staff consulted with one nationally recognized biosolids management company, obtained a biosolids alternative disposal evaluation report from a consulting engineering firm, and reviewed the Recology Yuba-Sutter (Recology) contract at the time to determine the best long-term biosolids disposal method. It was determined that the preferred method for disposal was to haul it to the Ostrom Road Landfill (Landfill) for the following reasons:

- Cost effective
- Resolved odor and fly issues related to biosolids
- Provided for compliance with all applicable regulations at the time

The City began contracting with Recology in August 2011 to remove biosolids off-site as they are produced each day. Hauling the biosolids off-site, versus the previous practice of storing it on-site, allowing it to dry, and then hauling it off-site, has resulted in a dramatic reduction of odors and flies in and around the WWTF. Also, Recology has been able to beneficially use the biosolids as daily cover at the Landfill.

In December 2011, the City Council approved a Side Letter Agreement (Attachment 1) to the City's Solid Waste Collection Franchise Agreement (2011 Franchise Agreement). The Side Letter Agreement provides for a flat "per haul" rate, which started out at \$685 per load effective January 1, 2012, and has increased annually each October at the same percentage rate as the Maximum Service Rates identified in the 2011 Franchise Agreement, to a current price of \$769.32 per load.

As part of the Solid Waste and Recycling Franchise Services Request for Proposals (RFP) process in November of 2017, the City asked respondents to include a proposal for the removal of biosolids. Recology was the only respondent that provided a proposal in the amount of \$1,225 per haul load. In 2018, after further discussions with Recology, Recology proposed a haul plus disposal alternative rate structure in which the City would pay \$375 per haul Monday-Friday, \$450 per hauls on Saturdays, and \$35 per ton. It was decided at the time to decline Recology's offer, continue to dispose of biosolids under the current Side Letter Agreement that expires on September 30, 2019, and address the biosolids disposal at a later date.

With the Side Letter Agreement ending September 30, 2019, staff needs to coordinate a new Side Letter Agreement with Recology for the removal of biosolids.

To complicate matters, in 2016, Governor Brown signed into law SB 1383 establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants. SB 1383 establishes a target to achieve a 50% reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75% reduction by 2025. Methane emissions resulting from the decomposition of organic waste in landfills are a significant source of greenhouse gas emissions. It is unknown at this time how this legislation will impact the City's ability to dispose of biosolids at Ostrom Road Landfill. This provides further emphasis on the need for the City to execute a Side Letter Agreement with Recology.

### **Analysis:**

With the current Side Letter Agreement expiring on September 30<sup>th</sup>, staff is recommending that Council authorize the City Manager to negotiate a new Side Letter Agreement for the disposal of biosolids to the October 2018 Collection Services Franchise Agreement. Concurrently, staff is working with a consultant, West Yost, to prepare and evaluate an SB 1383 readiness assessment as well as evaluate other long-term alternatives for biosolids disposal. However, this will not be completed until early 2020.

Upon agreement of the terms of a new Side Letter Agreement, staff will bring the draft to Council for consideration.

### **Fiscal Impact:**

Based on Recology's proposed biosolids hauling and disposal rates as part of the 2017 RFP process, costs for hauling and disposing of biosolids are going to increase. This will have a direct impact on wastewater rates, which is not accounted for in the current Wastewater Rate Study. Using the rate structure proposed as part of the RFP process would result in costs increasing from approximately \$290,000/year to \$500,000/year. This does not take into account any future increases. It is expected that the costs will increase significantly due to changes in legislation and how Recology has to account for the biosolids at the Landfill.

**Alternatives:**

Short-term, the City could go back to storing the biosolids on-site in drying beds, allow the biosolids to dry, and then haul them off-site to the Landfill. This will not result in significant savings as the City would still need to pay for hauling and disposal of the biosolids. In addition, this would create odor and fly issues related to the biosolids at the WWTF again.

Long-term, the City's consultant, West Yost, is evaluating alternatives for biosolid disposal. Once that study is completed, staff will present the results to Council.

**Recommendation:**

Authorize the City Manager to negotiate a Side Letter Agreement with Recology Yuba-Sutter for the hauling and disposal of biosolids from the City's Wastewater Treatment Facility.

**Attachments:**

1. Current Side Letter Agreement with Recology

**Prepared and Submitted by:**

*[/s/ Diana Langley](#)*

Diana Langley  
Interim City Manager

**Reviewed by:**

Finance

[RB](#)

City Attorney

[SLC by email](#)

# ATTACHMENT 1

## Attachment 3

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Side Letter – Hauling and Disposal of Treated Sludge



December 14, 2011

Mr. Steve Kroeger, Assistant City Manager  
City of Yuba City  
1201 Civic Center Blvd.  
Yuba City, CA 95993

Re: Hauling and Disposal of Treated Sewage Sludge Service

Dear Mr. Kroeger:

The intent of this letter is to memorialize Recology Yuba-Sutter's willingness, ability, and agreement to provide the equipment, labor and facility necessary for the hauling and end use of the City's treated sewage sludge from the City's Wastewater Treatment Facility to Recology's Ostrom Road Landfill at a fixed service rate per haul.

It is understood that Recology agrees to provide this service for as long as the Solid Waste Franchise Agreement is effective. However, either party can terminate this service by providing 90 day written notice.

The initial fixed service rate is \$685 per end dump trailer haul (using a minimum of a 35 yard end dump trailer), which is effective January 1, 2012 and is subject to adjustment annually each October in the same percentage adjustment that is made in the Maximum Service Rates pursuant to the Solid Waste Franchise Agreement between the City of Yuba City and Recology Yuba-Sutter.

Title to the treated sewer sludge shall pass to Recology at such time as Recology hooks up and transports the dump trucks/trailers containing the treated sewer sludge from the City's Wastewater Treatment Facility, provided that treated sewer sludge meets all of the minimum State and Federal acceptance criteria at Recology Ostrom Road Landfill.

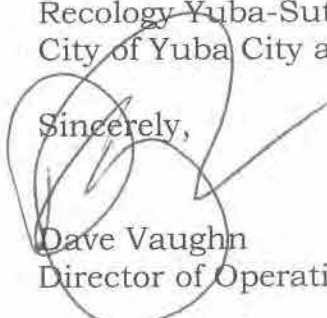
It is further agreed that all of the applicable sections and requirements in the Solid Waste Franchise Agreement between the City of Yuba City and Recology Yuba-Sutter will be in force as they pertain to this service, including but not



limited to the provision regarding insurance in Article 22, indemnification in Article 23 and permits and licenses in Article 35.

Recology Yuba-Sutter and its employee-owners look forward to providing the City of Yuba City another high level quality of service.

Sincerely,



Dave Vaughn  
Director of Operations

CITY OF YUBA CITY

**City Council Reports**

- Councilmember Boomgaarden
- Councilmember Espindola
- Councilmember Shaw
- Vice Mayor Cardoza
- Mayor Harris

**Adjournment**