AGENDA

NOVEMBER 19, 2013

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

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

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
AGENDA
REGULAR MEETING OF THE
CITY COUNCIL
CITY OF YUBA CITY
COUNCIL CHAMBERS
NOVEMBER 19, 2013
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 subject to staff’s availability to post the documents before the meeting.

Closed Session—Butte Room

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 (3) 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 tlcocke@yubacity.net to allow for time for testimony.

A. Confer with legal counsel regarding existing litigation pursuant to Government Code Section 54956.9(a), Biscotti, et al v. City of Yuba City, et al, United States District Court, Eastern District of California, Case No. : 2:11-CV-01347-JAM-EFB

B. Confer with legal counsel regarding existing litigation pursuant to Government Code Section 54956.9 (a), Claim of Lucha et al. v. City of Yuba City

C. Confer with real property negotiators Steve Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding possible sale of the following properties or portions thereof: APN’S 23-040-050 and 23-040-077, properties along the east side of the levee east of Garden Highway, southeast of Shanghai Bend Road

Regular Meeting—Council Chambers

Call to Order

Roll Call:  
_____Mayor Buckland  
_____Mayor Pro Tem Gill  
_____Councilmember Dukes  
_____Councilmember Maan  
_____Councilmember Starkey

Invocation

Pledge of Allegiance to the Flag
Presentations and Proclamations

1. Proclamation for Screamatorium contributions to local High Schools
2. Proclamation for Max Stassi, Homers for the Hungry
3. Report from the Senior Commission

Public Communication

You are welcome and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public comment on items not listed on the agenda will be heard at this time. Comments on controversial items may be limited and large groups are encouraged to select representatives to express the opinions of the group.

4. Written Requests

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

5. Appearance of Interested Citizens

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

Bid Openings

6. Prop. 84 Waterline Extension Project 2013 (Award)

Recommendation: a. Award Contract No. 11-17, Prop. 84 Waterline Extension Project, to T & S Construction Co., Inc., of Sacramento, CA in the amount of their total bid of $4,818,316.80

b. Authorize the City Manager to execute the contract on behalf of the City, following approval by the City Attorney

Ordinances

7. Adoption of the 2013 Edition of the California Building Standards Code and Building Regulations Ordinance (second reading)

Recommendation: Introduce an Ordinance repealing and reenacting Title 7 and appropriate chapters of the Yuba City Municipal Code entitled Building Regulations which provides regulations to implement the 2013 edition of the California Building Standards Code, waiving the second reading


Recommendation: Introduce an Ordinance repealing Chapter 5 of Title 4 of the Yuba City Municipal Code and re-enact as provided in new ordinance, waiving the second reading
Consent Calendar

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

9. Minutes of October 29 and November 5, 2013
   Recommendation: Approve the City Council Special Meeting Minutes of October 29 and City Council Meeting Minutes of November 5, 2013

10. Development Impact Fees – Annual Report
    Recommendation: Accept the AB1600 Annual Report and adopt a Resolution finding that there is a reasonable relationship between current needs for the fees and the purposes for which they were originally collected

11. Appointment to the “Oversight Board” of the former Yuba City Redevelopment Agency
    Recommendation: Appoint Economic Development Manager Darin Gale to serve on the “Oversight Board” of the former Yuba City Redevelopment Agency as the Board Member Representing the Employees of the Former Redevelopment Agency in compliance with the requirements of AB 1X 26

General Items

    Recommendation: Approve the Annual Report as filed, adopt a Resolution of Intention to Levy and Collect 2014 Annual Assessments, and set a public hearing for December 17, 2013

13. Memorandum of Understanding with the Mehmet Noyan Company for the property located at Bridge and Shasta Streets (“Feather River Mills” site)
    Recommendation: A) As the City Council, Authorize the City Manager to approve and sign on behalf of the City, a proposed Memorandum Of Understanding Agreement (“Agreement”) to negotiate exclusively with Mr. Mehmet Noyan of the Mehmet Noyan Company with regard to the property located at the southeast corner of Bridge and Shasta Streets to be used for the future development of a mixed use project (APN 52-324-023)

    B) As the Board of Directors of the Successor Agency, authorize the Executive Director to approve and sign on behalf of the Agency a proposed Memorandum Of Understanding Agreement (“Agreement”) to negotiate exclusively with Mr. Mehmet Noyan of the Mehmet Noyan Company with regard to
14. **Replacement of Police/Fire Dispatch Radio Consoles and Related Equipment and Installation of Radio Repeater Equipment in South Yuba City**

Recommendation: Award a contract in the best interest of the City to Motorola Solutions, Inc. of San Diego, Ca. in the amount of $650,924 to replace the radio consoles and infrastructure in the Police/Fire Dispatch center as well as equipment needed to construct a radio relay station at a location yet to be determined.

15. **Consideration of a turn-key project by Chevron Energy Solutions Company to review cost effective energy solutions for Yuba City.** Preliminary reviews have identified almost $16 million in potential energy saving opportunities for Yuba City ranging from solar photovoltaic to building lighting systems.

Recommendation: Approve a Phase I “Program Development Agreement” with Chevron Energy Solutions Company for a preliminary assessment of cost effective energy enhancements for implementation. Authorize City Manager to sign the agreement.

A copy of the Staff Report should be attached to the agreement to clarify intent, if needed.

16. **Combine the Community Development Tech I and the Community Development Tech II positions into a single, flexibly staff Community Development Tech I/II position**

Recommendation: Adopt a Resolution combining the Community Development Tech I and the Community Development Tech II positions into a single, flexibly staff Community Development Tech I/II position.

17. **Approving the terms and conditions for the Interim Public Works Director/City Engineer consistent with those of all other Department Directors and setting the Public Works Director/City Engineer salary**

Recommendation: Authorize the City Manager to sign the Employment Agreement with the Interim Public Works Director/City Engineer setting the terms and conditions of employment including provisions for the 10% furloughs until such time as amended by City Council action and approve the resolution that establishes the Public Works Director/City Engineer salary.

18. **2014 City Council Meeting Schedule**

Recommendation: Approve the Proposed 2014 Council Meeting Calendar as Recommended.
Business from the City Council

19. City Council Reports

- Councilmember Dukes
- Councilmember Maan
- Councilmember Starkey
- Mayor Pro Tem Gill
- Mayor Buckland

Adjournment
SCREAMATORIUM
Fundraising for a Safe and Fun Grad Night

WHEREAS, The residential neighborhood off of Drummond Drive entertained the community with the neighbors coming together and opening their homes to a haunted house during the Halloween season; and

WHEREAS, The Garnett and Harold Families wanted to fill the gap in funds for Grad Night for the High School Seniors in Yuba City; and

WHEREAS, Together they were able to coordinate, plan and execute the Screamatorium for the Halloween season; and

WHEREAS, The Screamatorium is a fundraiser solely for the Grad Night event for the Yuba City High School and River Valley High School Seniors to ensure they have a safe, sober, fun graduation night; and

WHEREAS, Countless hours from over hundreds of volunteers, contribute towards community service, and entertainment for the residents in the surrounding area while raising funds for a great cause; and

WHEREAS, In the last two years, the Screamatorium has successfully provided thousands of dollars towards the Grad Night for high school seniors

NOW, THEREFORE, BE IT RESOLVED, that I, John Buckland, Mayor of the City of Yuba City, on behalf of the entire City Council and citizens we serve, do hereby congratulate Screamatorium for all their countless hours of volunteering and hard work to raise funds for Grad Night a safe and sober night for many High School Seniors.

Done on this 19th day of November, 2013 in the City of Yuba City, County of Sutter, State of California.

John Buckland, Mayor
WHEREAS, Max Robert Stassi was born and raised in Yuba City, attending Lincoln Elementary, Barry Elementary and graduated from Yuba City High School in 2009, son of Jim and Racquelle Stassi, brothers Brock and Jake; and

WHEREAS, Throughout Max’s childhood he played on the Peach Bowl Little League, made the all-star teams, played for team USA for three summers at ages 15, 16 and 17, winning the gold twice in Venezuela and took silver in Canada; and

WHEREAS, Between 2006-2009, Max was the only local player to make the Sacramento Bee’s All-Metro first team all four years; and

WHEREAS, Following his dream to make it to the National Baseball League, he earned many baseball accomplishments, such as: 2009 drafted by the Oakland A’s, 2012 named California League Player of the Week; selected to play in the prestigious Arizona Fall League; 2013 named to the Texas League Post Season All-Star Team; named TOPPS Texas League Player of the Month; and

WHEREAS, On August 21, 2013, Max was called up to the Major Leagues by the Houston Astros. Many friends, family and Yuba City residents watched and cheered as our home town boy made it big in the National Baseball League; and

WHEREAS, In 2009 when drafted by the Oakland A’s he wanted to give back to the community and started the “Homers for the Hungry” a charity for the homeless; and

WHEREAS, Bringing positive recognition to Yuba City along with his contributions to the 5th Annual Homers for the Hungry Charity event which has raised approximately $64,000 from the past four events; and

WHEREAS, Yuba City congratulates Max on his positive influence to the community of Yuba City.

NOW, THEREFORE, BE IT RESOLVED, that I, John Buckland, Mayor of the City of Yuba City, on behalf of the entire City Council and citizens we serve, do hereby congratulate Max Stassi for making it in the National Baseball League and continuing the Homers for the Hungry Charity Benefit. Done on this 19th day of November, 2013 in the City of Yuba City, County of Sutter, State of California.

John Buckland, Mayor
Senior Commission Report

Presented by: June Bone, Senior Commissioner
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:

Terrel Locke, City Clerk  
tlocke@yubacity.net

The Mayor will call you to the podium when it is time for you to speak.
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 City 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.
Date: November 19, 2013
To: Honorable Mayor & Members of the City Council
From: Public Works
Presentation by: Benjamin Moody, Senior Engineer

Summary
Subject: Prop. 84 Waterline Extension Project 2013 (Award)
Recommendation: a. Award Contract No. 11-17, Prop. 84 Waterline Extension Project, to T & S Construction Co., Inc., of Sacramento, CA in the amount of their total bid of $4,818,316.80
b. Authorize the City Manager to execute the contract on behalf of the City, following approval by the City Attorney.

Fiscal Impact: $5,300,148.48 – Account No. 921051-65501 (Road Rehabilitation), specified as follows:
   $4,818,316.80 – contract award amount
   $481,831.68 – construction contingency

Purpose:
To award the water line construction project to the lowest, responsive, responsible bidder.

Background:
On July 16, 2013, Council approved the plans and specifications for the Proposition 84 Waterline Extension Project and authorized the Public Works Department to advertise for bids. The project involves placing approximately 26,000 LF of domestic waterline to properties along Franklin Road. The City has entered into a Funding Agreement with the California Department of Public Health to fund the project with grant funds. Work will connect the residences of five public water systems, each with significant water quality issues, to the City’s water distribution system.

Analysis:
The Waterline Extension Project was advertised for bid in September and October 2013. Plans and specifications were provided to local builder/contractor exchanges. On October 29, 2013, twelve (12) 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.
T & S Construction Co., Inc. - Sacramento  $4,818,316.80
Mountain Cascade, Inc. - Livermore  $4,819,938.00
Tiechert Construction - Rocklin  $5,048,832.00
Doug Veerkamp General Engineering - Placerville  $5,169,645.00
Jason Abel Construction - Corning  $5,197,277.00
Preston Pipelines, Inc. - Milpitas  $5,204,500.00
Santos Excavating, Inc. – Chico  $5,466,428.00
Nordic Industries, Inc. – Olivehurst  $5,473,326.00
Sierra Nevada Construction, Inc. – Sparks, NV  $5,768,442.50
Bay Pacific Pipelines, Inc. – Novato  $5,768,442.50
Tetra Tech Construction, Inc. – West Valley, UT  $6,352,693.64
North Star Construction – Yuba City  $7,191,577.00

Engineer’s Estimate  $4,650,000.00

T & S Construction of Sacramento is the low, responsive bidder.

Contract administration and inspection of the project will be performed by Public Works Department staff. Project construction is expected to begin in December and continue through next year.

Fiscal Impact:

Funding for the estimated $5-million construction project will come from funds designated in CIP Account 1158 – (Proposition 84 Waterline Extension Project). As anticipated, Prop. 84 Grant funding will pay for the majority of the costs, with approximately $220,000 of the construction costs being paid with City Water Funds. City Water funds are being utilized for costs to install a twelve inch (12") water main along a portion of George Washington Blvd. that will tie into the existing distribution system. Work will provide enhanced water turn over, pressure, and is consistent with the City’s water master plan.

Alternatives:

Do not award the contract and reject all bids.
Recommendation:

a. Award Contract No. 11-17, Prop. 84 Waterline Extension Project, to T & S Construction Co., Inc., of Sacramento, CA in the amount of their total bid of $4,818,316.80

b. Authorize the City Manager to execute the contract on behalf of the City, following approval by the City Attorney.

Prepared by: 

/s/ Benjamin K. Moody
Benjamin K. Moody
Senior Engineer

Submitted by: 

/s/ Steven C. Kroeger
Steven C. Kroeger
City Manager

Reviewed by: 

Department Head

/s/ DL
DL

Finance

/s/ RB
RB
November 5, 2013

City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Attention: Ben Moody, P.E.

Subject: City of Yuba City – Regional Consolidation Project (Project #P84C-5110002-801C) – Bid Summary & Identification of Low Bidder

On August 28, 2013, the City of Yuba City entered into a funding agreement with the Department for a regional consolidation project (#P84C-5110002-801C) which will result in the physical connection of five existing public water systems, each with significant water quality issues, to the City’s distribution system. Section 6 of the funding agreement, “Competitive Bidding,” requires the City to submit a summary of bids and identify the low bidder before a contract can be awarded. On November 4, 2013, the City emailed a bid summary and identified T&S Construction Company Inc. as the low bidder. The three lowest bids were:

T&S Construction Company, Inc. .......... $4,818,316.80
Mountain Cascade, Inc. ....................... $4,819,938.00
Tiechert Construction............................ $5,048,832.00
Engineer's cost estimate .................... $4,650,647.00

We have reviewed the bid information provided by the city and agree that T&S Construction Company Inc. is the low bidder and should be awarded the contract.

If you have any questions, please call me at (530) 224-4861, or Ray Bruun at (530) 224-3252.

Reese B. Crenshaw, P.E.
Valley District Engineer
Drinking Water Field Operations Branch

cc: Gary Chan, CDPH Prop 84
YUBA CITY DEPARTMENT OF PUBLIC WORKS

PROJECT: Prop 84 Waterline Extension Project

PROJECT LOCATION: Franklin Rd, George Washington Blvd, & adjacent subdivisions

DESCRIPTION: In general, the project involves installing approximately 26,000 LF of domestic waterline

ADVERTISED: Exchanges 9/23/13, City Website 9/24/13, Newspaper 9/27/13, 10/08/13

BID OPENED: October 29, 2013

PROJECT NUMBER: 11-17

CONTRACT No.: 11 - 17

ENGINEER'S ESTIMATE = $4,650,647.00

<table>
<thead>
<tr>
<th>NO.</th>
<th>BIDDER'S NAME</th>
<th>BID AMOUNT</th>
<th>% ENGINEERS ESTIMATE</th>
<th>SUBCONTRACTORS LISTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>T &amp; S Construction Co., Inc.</td>
<td>$4,818,316.80</td>
<td>3.6%</td>
<td>Tiechert Const. - Paving, Chrisp Company - striping, Penhall Co. - saw cutting</td>
</tr>
<tr>
<td>2</td>
<td>Mountain Cascade, Inc.</td>
<td>$4,819,938.00</td>
<td>3.6%</td>
<td>Chrisp Company - striping</td>
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<tr>
<td>3</td>
<td>Teichert Construction</td>
<td>$5,048,832.00</td>
<td>8.6%</td>
<td>Hedman Drilling, Chrisp Company - striping, Harrison Concrete Cutting, Western Oil &amp; Spreading</td>
</tr>
<tr>
<td>4</td>
<td>Doug Veerkamp General Engineering, Inc.</td>
<td>$5,169,645.00</td>
<td>11.2%</td>
<td>GM Construction - water services, NorCal Pump - well destruction, Chrisp Co. - striping</td>
</tr>
<tr>
<td>5</td>
<td>Jason Abel Construction</td>
<td>$5,197,277.00</td>
<td>11.8%</td>
<td>Anrak-grinding, Compass Surveying, Zlutka, Sierra Traffic Markings Krazan</td>
</tr>
<tr>
<td>6</td>
<td>Preston Pipelines, Inc.</td>
<td>$5,204,500.00</td>
<td>11.9%</td>
<td>Desilva Gates - paving</td>
</tr>
<tr>
<td>7</td>
<td>Santos Excavating, Inc.</td>
<td>$5,466,428.00</td>
<td>17.5%</td>
<td>Knife River Const. - paving</td>
</tr>
<tr>
<td>8</td>
<td>Nordic Industries, Inc.</td>
<td>$5,473,326.00</td>
<td>17.7%</td>
<td>Knife River Const.-paving, Newland-water services, Chrisp Company - striping</td>
</tr>
<tr>
<td>9</td>
<td>Sierra Nevada Construction, Inc.</td>
<td>$5,748,007.00</td>
<td>23.6%</td>
<td>MT Hall-testing, Anrak-grinding, Harrison Concrete Cutting</td>
</tr>
<tr>
<td>10</td>
<td>Bay Pacific Pipelines, Inc.</td>
<td>$5,768,442.50</td>
<td>24.0%</td>
<td>Interstate Grading &amp; Paving</td>
</tr>
<tr>
<td>11</td>
<td>Tetra Tech Construction, Inc.</td>
<td>$6,352,693.64</td>
<td>36.6%</td>
<td>Newland, Knife River Valley Pump, Chrisp Co., Center Point Survey, Krazan, Storm Water Spec.</td>
</tr>
<tr>
<td>12</td>
<td>North Star Construction</td>
<td>$7,191,577.00</td>
<td>54.6%</td>
<td>GM Construction, Chrisp Cal West, MHM, Teichert, NorCal Pump</td>
</tr>
</tbody>
</table>
Date: November 19, 2013
To: Honorable Mayor & Members of the City Council
From: Community Development, Building Division
Presentation By: Aaron Busch, Community Development Director

Summary

Subject: Building Regulations Ordinance and the adoption of the 2013 edition of the California Building Standards Code (second reading).

Recommendation: Introduce an ordinance repealing and reenacting Title 7 and appropriate chapters of the Yuba City Municipal Code entitled Building Regulations which provides regulations to implement the 2013 edition of the California Building Standards Code, waving the second reading.

Fiscal Impact: None.

Background:

The City Council introduced the ordinance for approval of the new Building Regulations Ordinance and waived the first reading at their November 5, 2013 meeting. Staff recommends that the City Council waive the second reading and adopt the attached ordinance.
ORDINANCE NO.    _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
REPEALING TITLE 7 OF THE YUBA CITY MUNICIPAL CODE AND RE-ENACTING
TITLE 7 REGARDING BUILDING REGULATIONS AND THE ADOPTION OF
VARIOUS CODES

The City Council of the City of Yuba City does hereby ordain as follows:

Section 1: Title 7 of the Yuba City Municipal Code, and each chapter and subsection thereof, as the
same is presently constituted, is hereby repealed effective with the date of the adoption of this
ordinance, and re-enacted as Title 7 entitled "Building Regulations" in the format provided for by this
ordinance, and as hereby provided.

Section 2: Title 7 entitled "Building Regulations" as reenacted, and Chapter 1 entitled
"California Building Code"; Chapter 2 entitled "California Electrical Code"; Chapter 3 entitled
"California Mechanical Code"; Chapter 4 entitled "California Plumbing Code"; Chapter 5 entitled
"California Energy Code"; Chapter 6 entitled "California Historical Code"; Chapter 7 entitled
"California Existing Building Code"; Chapter 8 entitled "California Referenced Standards Code"
; Chapter 9 entitled "California Residential Building Code "; Chapter 10 entitled "California Green
Building Standards Code (CALGreen Code) "; Chapter 11 entitled "Uniform Swimming Pool Spa
& Hot Tub Code"; Chapter 12 entitled "Building Board of Appeals"; Chapter 13 entitled
"Accessibility Board of Appeals"; and Chapter 14 entitled "Temporary Structures on Construction
Sites"; thereof and each subsection of each such chapter thereof, shall read as set forth in Exhibit "A"
attached hereto and made a part hereof by reference.

Section 3: Purpose and Authority The purpose of this Ordinance is to adopt by reference the 2013
edition of the California Building Standards Code, Title 24 of the California Code of
Regulations, subject to the definitions, clarifications, and the amendments set forth in this
Ordinance. The purpose of this Ordinance is also to provide minimum requirements and
standards for the protection of the public safety, health, property and welfare of the City of Yuba
City. This Ordinance is adopted under the authority of Government Code Subsection 50022.2
and Health and Safety Code Section 18941.5.

Section 4: Application This Code shall provide regulations for all new construction and any
alterations, repairs, relocations, or reconstruction of any building or any portion thereof including
any electrical, mechanical, gas, or plumbing installed on any property or used on or within any
building.

Section 5: Conflicts with other laws, rules, etc. In the event of any conflict between this Code and
any law, rule or regulation of the State of California, that requirement which establishes the
higher standard of safety shall govern. Failure to comply with such standard of safety shall be a
violation of this Code.

Section 6: Validity: Should any provision of this ordinance or any of the standards or any parts of
this ordinance be held invalid by a court of proper jurisdiction, such provisions and/or standards and/or conditions shall be considered severable from the remaining provisions herein and such remaining provisions shall remain in full force and effect.

The City Council of the City of Yuba City hereby declares that it would have adopted this ordinance, and each chapter, section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or legally ineffective.

Section 7: This ordinance shall become effective January 1, 2014 after it is adopted, and after it is adopted, shall be published as provided by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 5th day of November 2013 and passed and adopted at a regular meeting thereof held on the _____ day of ____________.

AYES:
NOES:
ABSENT:

____________________________
Mayor

ATTEST:

___________________________
Terrel Locke, City Clerk

APPROVED AS TO FORM:

__________________________
Timothy P. Hayes, Esq.
City Attorney
EXHIBIT "A"

CHAPTER 1

CALIFORNIA BUILDING CODE

Section 7-1.01: Adoption of the California Building Code

Adoption of the California Building Code, 2013 Edition, based on the 2012 International Building Code including, among the Appendices, Appendix Chapter H (Signs), Appendix Chapter I; (Patio Covers), and Appendix Chapters J; (Grading), as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations and as amended by the City of Yuba City. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

Section 7-1.02: Amendment of Section 101.4.5 of Division II Scope And Administration

Section 101.4.5 of Division II Scope And Administration, of the California Building Code 2013 Edition is hereby amended to read:

Fire Prevention. The provisions of the California Fire Code and Chapter 5 of title 4 of the Yuba City Municipal Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension repair, alteration or removal of fire suppression and alarm systems or fire hazards in structure or on the premises from occupancy or operation.

Section 7-1.03: Amendment of Section 103.3 of Division II Scope And Administration

Section 103.3 of Division II Scope And Administration, of the California Building Code 2013 Edition is hereby amended to read:

Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plans examiners and other employees which may include the City Fire Chief and County Health Officer. Such employees shall have the powers as delegated by the building official. For the maintenance of existing properties, see the California Building Code.

Section 7-1.04: Amendment of Section 105.2 of Division II Scope And Administration

Section 105.2 of Division II Scope And Administration, of the California Building Code 2013 Edition is hereby amended to read:

Work exempt from permit. In addition to the requirement to obtain permits for the types of construction listed in Section 105.2 of the California Building Code, permits are required for parking lot construction and any resurfacing or re-striping of a parking lot.
Section 7-1.05: Amendment of Section 105.5 of Division II Scope And Administration

Section 105.5 of Division II Scope And Administration, of the California Building Code 2013 Edition is hereby amended to read:

Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within one hundred eighty (180) days from the issue date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee thereof shall be one-half (1/2) the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one (1) year.

Any permittee holding an unexpired permit may apply for an extension of the time within which he may commence work under that permit, when he or she is unable to commence work within the time required by this section and for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than twice. In order to renew action of the permit after expiration, the permittee shall pay a new full permit fee and the work shall comply with all the provisions for a completely new building.

When a permit expires by limitation and has become null and void, and the Building Inspection Division has not been notified in writing by the permittee that no work was done under the permit, the Building Official may file a “Notice of Non-compliance” with the Sutter County Recorder’s Office for failure of obtaining the required inspections.

Section 7-1.06: Amendment of Section 109.2 of Division II Scope And Administration

Section 109.2 of Division II Scope And Administration, of the California Building Code 2013 Edition is hereby amended to read:

Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with Chapter 8 of Title 3 of the Yuba City Municipal Code.

Section 7-1.07: Amendment of Section 113 of Division II Scope And Administration

Section 113 of Division II Scope And Administration, of the California Building Code 2013 Edition is hereby amended to read:

Board of Appeals. Whenever the term "Board of Appeals" is used in this code, such reference shall mean the "Building Board of Appeals" created by Chapter 12 of Title 7 of the Yuba City Municipal Code or the "Accessibility Board of Appeals” created by Chapter 13 of Title 7 of the Yuba City Municipal Code.

Section 7-1.08: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba
CHAPTER 2

CALIFORNIA ELECTRICAL CODE

Section 7-2.01: Adoption of the California Electrical Code

Adoption of the California Electrical Code, 2013 Edition, based on the 2011 National Electrical Code, as published by the National Fire Protection Association, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations and as amended by the City of Yuba City. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

Section 7-2.02: Administrative Requirements

The administrative provisions of the California Electrical Code shall be as provided for in the California Building Code Division II Scope And Administration as adopted pursuant to Section 7-1.01 of the Yuba City Municipal Code.

Section 7-2.03: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
CHAPTER 3
CALIFORNIA MECHANICAL CODE

Section 7-3.01: Adoption of the California Mechanical Code

Adoption of the California Mechanical Code, 2013 Edition, based on the 2012 Uniform Mechanical Code, as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations and as amended by the City of Yuba City. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

Section 7-3.02: Administrative Requirements

The administrative provisions of the California Mechanical Code shall be as provided for in the California Building Code Division II Scope And Administration as adopted pursuant to Section 7-1.01 of the Yuba City Municipal Code.

Section 7-3.03: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
Chapter 4

California Plumbing Code

Section 7-4.01: Adoption of the California Plumbing Code

Adoption of the California Plumbing Code, 2013 Edition, based on the 2012 Uniform Plumbing Code, as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in Title 24 of the California Code of Regulations and as amended by the City of Yuba City. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

Section 7-4.02: Administrative Requirements

The administrative provisions of the California Plumbing Code shall be as provided for in the California Building Code Division II Scope And Administration as adopted pursuant to Section 7-1.01 of the Yuba City Municipal Code.

Section 7-4.03: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
SECTION 7-5.01: ADOPTION OF THE CALIFORNIA ENERGY CODE

Adoption of the California Energy Code, 2013 Edition, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

SECTION 7-5.02: ADMINISTRATIVE REQUIREMENTS

The administrative provisions of the California Energy Code shall be as provided for in the California Building Code Division II Scope And Administration as adopted pursuant to Section 7-1.01 of the Yuba City Municipal Code.

SECTION 7-5.03: VIOLATIONS

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
CHAPTER 6
CALIFORNIA HISTORICAL CODE

Section 7-6.01: Adoption of the California Historical Code

Adoption of the California Historical Code, 2013 Edition, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

Section 7-6.02: Administrative Requirements

The administrative provisions of the California Historical Code shall be as provided for in the California Building Code Division II Scope And Administration as adopted pursuant to Section 7-1.01 of the Yuba City Municipal Code.

Section 7-6.03: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
CHAPTER 7

CALIFORNIA EXISTING BUILDING CODE

Section 7-7.01: Adoption of the California Existing Building Code

Adoption of the California Existing Building Code, 2013 Edition, as published by the International Code Council (ICC) and as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

Section 7-7.02: Administrative Requirements

The administrative provisions of the California Existing Building Code shall be as provided for in the California Building Code Division II Scope And Administration as adopted pursuant to Section 7-1.01 of the Yuba City Municipal Code.

Section 7-7.03: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
CHAPTER 8

CALIFORNIA REFERENCED STANDARDS CODE

Section 7-8.01: Adoption of the California Referenced Standards Code

Adoption of the California Referenced Standards Code, 2013 Edition, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

Section 7-8.02: Administrative Requirements

The administrative provisions of the California Referenced Standards Code shall be as provided for in the California Building Code Division II Scope And Administration as adopted pursuant to Section 7-1.01 of the Yuba City Municipal Code.

Section 7-8.03: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
CHAPTER 9

California Residential Building Code

Section 7-9.01: Adoption of the California Residential Building Code

Adoption of the California Residential Building Code, 2013 Edition, based on the 2012 International Residential Code including, Chapter 1, Division II Administration as published by the International Code Council (ICC) as amended by the City of Yuba City. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

Section 7-9.02: Amendment of Section R103.3 of Chapter 1, Division II Administration.

Section R103.3 of Chapter 1, Division II Administration, of the California Residential Code 2013 Edition is hereby amended to read:

Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the building official shall have the authority to appoint a deputy building official, the related technical officers, inspectors, plans examiners and other employees which may include the City Fire Chief and County Health Officer. Such employees shall have the powers as delegated by the building official. For the maintenance of existing properties, see the California Building Code.

Section 7-9.03: Amendment of Section R105.5 of Chapter 1, Division II Administration.

Section 105.5 of Chapter 1, Division II Administration, of the California Residential Code 2013 Edition is hereby amended to read:

Expiration. Every permit issued by the Building Official under the provisions of this Code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within one hundred eighty (180) days from the issue date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee thereof shall be one-half (1/2) the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one (1) year.

Any permittee holding an unexpired permit may apply for an extension of the time within which he may commence work under that permit, when he or she is unable to commence work within the time required by this section and for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. No permit shall be extended more than twice. In order to renew action of the permit after expiration, the permittee shall pay a new full permit fee and the work shall comply with all the provisions for a completely new building.
When a permit expires by limitations and has become null and void, and the Building Inspection Division has not been notified in writing by the permittee that no work was done under the permit, the Building Official may file a “Notice of Non-compliance” with the Sutter County Recorder’s Office for failure of obtaining the required inspections.

**Section 7-9.04: Amendment of Section R108.2 of Chapter 1, Division II Administration**

Section R108.2 of Chapter 1, Division II Administration, of the California Residential Code 2013 Edition is hereby amended to read:

Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with *Chapter 8 of Title 3 of the Yuba City Municipal Code.*

**Section 7-9.05: Amendment of Section R112 of Chapter 1, Division II Administration**

Section R112 of Chapter 1, Division II Administration, of the California Residential Code 2013 Edition is hereby amended to read:

Board of Appeals. Whenever the term "Board of Appeals" is used in this code, such reference shall mean the "Building Board of Appeals" created by Chapter 12 of Title 7 of the Yuba City Municipal Code or the "Accessibility Board of Appeals” created by Chapter 13 of Title 7 of the Yuba City Municipal Code.

**Section 7-9.06: Amendment of Section R313.2.1.1 of Chapter 3, Building Planning.**

Section R313.2.1.1 of Chapter 3, Building Planning, of the California Residential Code 2013 Edition is hereby amended to read:

Design And Installation. Automatic residential fire sprinkler systems shall be designed and installed in accordance with Section R313.3 or NFPA 13D. A listed and approved exterior combination horn/strobe device attached to the fire sprinkler system flow switch shall be provided on the front of the dwelling, or on the side within 4 feet of the front. The device shall be mounted between 96 inches and 120 inches from adjacent finished grade.

**Section 7-9.07: Add Section R313.3.1.2 of Chapter 3, Building Planning.**

Section R313.3.1.2 of Chapter 3, Building Planning, of the California Residential Code 2013 Edition is hereby added to read:

Attic Spaces. An Intermediate Temperature sprinkler head shall be provided at the high-point of each attic space.

**Section 7-9.08: Add Section R313.3.1.3 of Chapter 3, Building Planning.**

Section R313.3.1.3 of Chapter 3, Building Planning, of the California Residential Code 2013 Edition is hereby added to read:

Attached Garages. Attached garages are to be provided with fire sprinkler protection at the same design density as the dwelling.
Section 7-9.09: Amendment of Section R313.3.5.3 of Chapter 3, Building Planning.

Section R313.3.5.3 of Chapter 3, Building Planning, of the California Residential Code 2013 Edition is hereby amended to read:

Connections to automatic fire sprinkler systems. The potable water supply to automatic fire sprinkler systems shall be protected against backflow by using the “passive purge method”. The fire sprinkler contractor shall provide a “T” fitting in the fire sprinkler piping at the most hydraulically remote water closet (toilet). The plumber shall connect the water supply for the water closet to the “T”.

Section 7-9.10: Amendment of Section R313.3.8.2 of Chapter 3, Building Planning.

Section R313.3.8.2 of Chapter 3, Building Planning, of the California Residential Code 2013 Edition is hereby amended to read:

Final inspection. The following items shall be verified upon completion of the system:

1. Sprinkler are not painted, damaged or otherwise hindered from operation.
2. Where a pump is required to provide water to the system, the pump starts automatically upon system water demand.
3. Pressure-reducing valves, water softeners, water, filters or other impairments to water flow that were not part of the original design have not been installed.
4. The sign or valve tag required by Section R313.3.7 is installed and the owner's manual for the system is present.
5. The exterior combination horn/strobe device shall be tested for proper operation by opening the inspector test valve on the fire sprinkler system.

Section 7-9.11: Findings

The City Council finds that the following regulations as contained in this Chapter are necessary to mitigate unique local climatic conditions and impose substantially the same requirements as are contained in the international model industry codes. The unique local conditions as found and determined are as follows:

Yuba City is located in the northern portion of the Central Valley. The area is bounded to the north by the Siskiyou Mountains, the west by the Coastal Mountains, the east by the Sierra Nevada Mountains, and the south by the Delta region. These geographical factors, and the area’s proximity to the Pacific Ocean, combine to determine weather and wind conditions that influence the area and can create a particularly hazardous fire situation.

Four (4) weather conditions routinely present themselves which can result in extremely dangerous fire situations that could result in widespread conflagration. The four (4) conditions are temperature, relative humidity, wind and fog.
Temperatures in the Yuba City area during the summer months are in the ninety (90) degree Fahrenheit range with high temperatures of one hundred (100) degrees being very common.

Low relative humidity is a very important weather condition, that can intensity fire behavior. When relative humidities fall below thirty (30%) percent, the potential for fire spread is significantly increased. A recent review of data available from the National Weather Service of a recent thirty-eight (38) month period revealed that the Yuba City area experienced four hundred three (403) days when the relative humidity was recorded at or below thirty (30%) percent.

Wind velocity directly contributes to flame spread and the potential for conflagration. Winds, in combination with relative humidities below thirty (30%) percent, contribute to “drying out” fuels. The Yuba City area is subject to strong north winds which are usually very drying in nature. A review was made of the days with relative humidity at or below thirty (30%) percent and winds of ten (10) miles per hour or more using the same thirty-eight (38) month period as was previously mentioned. Of the four hundred three (403) days of thirty (30%) percent or below relative humidity, one hundred ninety-seven (197) days also had winds that equaled or exceeded ten (10) miles per hour.

The weather conditions described above have a direct influence on fire behavior. High temperatures, low humidities and wind, singularly and in combination, produce a potentially explosive fire situation.

In addition to the weather conditions described above, the Yuba City area also experiences very dense fog conditions in the wintertime. The presence of dense fog poses significant response problems to emergency response vehicles. Obviously, if dense fog is present, response speeds must be reduced. This reduction in response speed results in longer response times. The longer it takes the fire department to arrive, the larger the fire grows. Research, using the same thirty-eight (38) month period mentioned above, was done to determine how many days of heavy fog the Yuba City area experienced. Heavy fog was defined as one-fourth (1/4) of a mile visibility or less. The data revealed that during the thirty-eight (38) months reviewed, heavy fog occurred on one hundred three (103) days. It is important to note that the fog prone months of November and December were missing for two (2) of the three (3) years reviewed.

As a result of these findings of fact on local climatic conditions within the Yuba City area, the City Council finds that the residential building code provisions and the automatic sprinkler requirements herein established by this Chapter are considered "reasonable and necessary modifications" as provided for in California Health and Safety Code sections 18941.5(b) and 17958 et seq. Because of these serious concerns as reflected in the foregoing findings of fact, it is important that for the effective protection of the citizenry and property within the City limits of the City of Yuba City from the ravages of fire and the reduction of the potential for community-wide conflagration that this ordinance be enacted. Only with the enactment of these regulations can the reduction of the potential for community-wide conflagration and the protection of the citizenry and property within this jurisdiction be realized.
Section 7-9.12: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
CHAPTER 10
California Green Building Standards, (CALGreen) Code

Section 7-10.01: Adoption of the California Green Building Standards (CALGreen) Code

Adoption of the California Green Building Standards, (CALGreen) Code 2013 Edition, as published by the California Building Standards Commission as amended by the City of Yuba City. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

Section 7-10.02: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
CHAPTER 11

UNIFORM SWIMMING POOL, SPA AND HOT TUB CODE

Section 7-11.01: Adoption of the Uniform Swimming Pool Spa and Hot Tub Code

Adoption of the Uniform Swimming Pool Spa & Hot Tub Code, 2012 Edition, as published by the International Association of Plumbing and Mechanical Officials, and as amended by the City of Yuba City. One (1) copy is and shall, at all times be kept on file in the office of the City Clerk.

Section 7-11.02: Administrative Requirements

The administrative provisions of the Uniform Swimming Pool Spa and Hot Tube Code shall be as provided for in the California Building Code Appendix Chapter 1 as adopted pursuant to Section 7-1.01 of the Yuba City Municipal Code.

Section 7-11.03: Swimming Pool Enclosures and Safety Devices

Every person who owns or is in possession of any lot or premises on which there is situated a swimming pool, hot tub, spa, fish pond, wading pool, or any other outside body of water created by artificial means, designed or used for such purpose including any portable or temporary structure irrespective of the nature of materials used in the construction of and for the design thereof and further irrespective of the length of time of the use of such portable or temporary structure, any portion of which is one (1) foot or more in depth, shall keep and maintain on the lot or premises upon which the swimming pool, hot tub, spa, fish pond, wading pool, or any other artificial body of water is located, and completely surrounding the body of water, lot or premises a enclosure sufficient to make the body of water inaccessible to small children. The enclosure shall be as provided for in Chapter 1 of Title 7, Section 7-1.01, California Building Code Section 3109.4.4.3 of the Yuba City Municipal Code for private swimming pools and Chapter 1 of Title 7, Section 7-1.01, California Building Code Section 3118B.1 of the Yuba City Municipal Code for public swimming pools. The enclosure shall not be constructed in such a manner that would make it easily climbable by small children.

Section 7-11.04: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
CHAPTER 12

BUILDING BOARD OF APPEALS

Section 7-12.01: Board Created

There is hereby created a Building Board of Appeals.

Section 7-12.02: Purpose

The Building Board of Appeals is created in order to consider and determine the suitability of alternate materials, type and method of construction and to provide for a reasonable interpretation of the provisions of all construction codes, which shall include but not necessarily be limited to, the California Building Code, the California Electrical Code, the California Mechanical Code, the California Plumbing Code, the International Property Maintenance Code, the Uniform Housing Code, and the Uniform Swimming Pool, Spa & Hot Tub Code.

Section 7-12.03: Members

The Building Board of Appeals shall contain five (5) members who are qualified by experience and training to pass on matters pertaining to all forms of building construction and related materials and equipment. In addition to the five (5) members, the Chief Building Official shall be an ex-officio member and shall act as secretary to the Board but shall have no vote in any decision of the Board. Membership on the Board shall consist of at least one qualified person from each of the building, electrical, plumbing, mechanical industries, and an engineer or architect. Members of the Board shall be appointed by the Mayor and shall be approved by and serve at the pleasure of the City Council upon adoption of the provisions of this chapter for a period of two (2) years following the effective day of appointment.

Section 7-12.04: Chairman

Annually, the Building Board of Appeals shall select one of the members to serve as Chairman for a one year period.

Section 7-12.05: Meetings and Quorum

Meetings of the Building Board of Appeals shall be called at the discretion of the Chairman or upon the request of at least three (3) members of the Board being made to the Secretary. Business of the Board shall only be conducted with a quorum present. A quorum shall consist of at least three (3) members.
Section 7-12.06: Rules and Regulations

The Building Board of Appeals shall adopt reasonable rules and regulations of conducting its investigations and render all decisions and findings in writing to the Chief Building Official with a duplicate copy to the appellant, and recommend to the Council such legislation as is consistent therewith.

Sec. 7-12.07: Relief from Strict Application of Construction Codes

When, because of the strict application of any of the provisions of any construction code, the final plans and specifications for any building or structure proposed to be erected or constructed in the City, or for the enlargement, alteration, repair, improvement, removal, or conversion of any structure in the City, are not approved by the Chief Building Official, or a building or other required permit is refused by him, or the Chief Building Official is requiring changes to previously approved plans and specifications or change to a structure under construction which is in compliance with approved plans and specifications, or refuses to issue a Certificate of Occupancy, or revokes a Certificate of Occupancy, the Building Board of Appeals may extend relief as provided in this section. Upon the written portion of the applicant, and after a full investigation and hearing on the matter, and when substantial evidence before the Board establishes that each of the following conditions exist in the particular case: (1) that there is a special circumstance or condition applicable to the land or building existing or proposed, or both, referred to in the application; and (2) that granting the appeal is necessary for the preservation and enjoyment of substantial property rights; and (3) that granting the appeal will not be detrimental to the safeguard of life or limb, health, property and public welfare; and (4) the proposal substantially complies with the intent of the Code, the Board may relieve the applicant from the strict application of any provisions of any construction code and prescribe such conditions and requirements for the applicant and require from the applicant such guarantee or guarantees for the faithful observance thereof as will, in the opinion of the Board, secure substantially the objective of the Code with due regard for the safeguarding of life, or limb, health, property and public welfare. Each such decision to so relieve the applicant shall be by a three-fifths (3/5) vote of the members of the Board, and by such decision may authorize the approval of such final plans and specifications, issuance of required permits or approval of completed work by the Chief Building Official. All such approvals or disapprovals shall be final and conclusive in the absence of fraud or prejudicial abuse of discretion.
CHAPTER 13
ACCESSIBILITY BOARD OF APPEALS

Section 7-13.01: Created

There is hereby created the Accessibility Board of Appeals.

Section 7-13.02: Purpose

The Accessibility Board of Appeals is created in order to consider and determine alternate methods of providing accessibility and to provide for a reasonable interpretation of the accessibility provisions of Title 24, California Code of Regulations.

Section 7-13.03: Members

The Accessibility Board of Appeals shall contain five (5) members, two (2) of which shall be persons with disabilities, two (2) shall be qualified by experience and training to pass on matters pertaining to all forms of building construction and related building materials and equipment, and one (1) shall be from the general public. In addition to the five (5) members, the Chief Building Official shall be an ex-officio member and shall act as Secretary to the Board. Members of the Board shall be appointed by the Mayor and shall be approved by and serve at the pleasure of the City Council upon the adoption of the provisions of this chapter for a period of two (2) years following the effective day of appointment.

Section 7-13.04: Chairman

Annually, the Accessibility Board of Appeals shall select one of the members to serve as chairman for a one (1) year term.

Section 7-13.05: Meetings and Quorum

Meetings of the Accessibility Board of Appeals shall be called at the discretion of the Chairman or upon the request of at least three (3) members of the Board being made to the Secretary. Business of the Board shall only be conducted with a quorum present. A quorum shall consist of at least three (3) members with one from each group present.

Section 7-13.06: Rules and Regulations

The Accessibility Board of Appeals shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the Chief Building Official.
Section 7-13.07: Relief from Strict Application of Accessibility Regulations

When, because of the strict application of any provisions of the state accessibility Regulations, the final plans and specifications for any building or structure proposed to be erected or constructed in the City, or for the enlargement, alteration, repair, improvement, or conversion of any structure in the City are not approved by the Chief Building Official, or a building or other required permit is refused by him, or the Chief Building Official is requiring changes to previously approved plans and specifications, or change to a structure under construction which is in compliance with approved plans and specifications, or refuses to issue a Certificate of Occupancy or revokes a Certificate of Occupancy, the Accessibility Board of Appeals may extend relief as provided in this section. Upon the written petition of the applicant, and after a full investigation and hearing of the matter, and when substantial evidence before the Board establishes that each of the following conditions exists in the particular case: (1) that there is a special circumstance or condition applicable to the land or building existing or proposed, or both, referred to in the application; and (2) that granting the appeal is necessary for the preservation and enjoyment of substantial property rights; and (3) that granting the appeal will not be detrimental to the safeguard of life or limb, health, property and public welfare; and (4) equivalent facilitation will be provided as defined in Title 24 of the California Administrative Code, or other facilitation as deemed by the Board as equivalent is being provided, or when there exists legal or physical constraints which would not allow compliance with Title 24 regulations or equivalent facilitation, the Board may relieve the application from the strict application of any provisions of accessibility regulations and prescribe such conditions and requirements for the applicant and require from the applicant such guarantee or guarantees for the faithful observance thereof as will, in the opinion of the Board, secure substantially the objectives of the Code with due regard for the safeguarding of life or limb, health, property and public welfare. Each such decision to so relieve the applicant shall be by a three-fifths (3/5) vote of the members of the Board, and by such decision authorize the approval of such final plans and specifications, issuance of required permits or approval of completed work by the Chief Building Official. All such approval or disapprovals shall be final and conclusive in the absence of fraud or prejudicial abuse of discretion.
CHAPTER 14
TEMPORARY STRUCTURES ON CONSTRUCTION SITES

Section 7-14.01: Definitions

For the purposes of this chapter, certain words and phrases used in this chapter are defined as follows:

a. "Construction shack" shall mean a trailer coach or temporary structure used for the job office during the course of a building construction project.

b. "Watchman's quarters" shall mean a trailer coach, camper, or other temporary structure used for the purpose of having a person reside on the construction project to maintain security.

Section 7-14.02: Approval Required

It shall be unlawful for any person to install a construction shack or watchman's quarters without first obtaining approval from the Building Inspection Division.

Section 7-14.03: Temporary Utilities

All temporary utility connections for a construction shack or watchman's quarters shall be made in accordance with all Federal, State, and local codes.

Section 7-14.04: Violations

Violations to this chapter will be penalized under the provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.
Date: November 19, 2013
To: Honorable Mayor Buckland & Members of the City Council
From: Fire Department
Presentation By: Jim Mathews, Fire Marshal

Summary

Subject: Adoption of the 2012 International Fire Code (second reading).

Recommendation: Introduce an ordinance repealing Chapter 5 of Title 4 of the Yuba City Municipal Code and re-enact as provided in new ordinance, waiving the second reading.

Fiscal Impact: None for the locally adopted/amended portions. Minimal for the state mandated sections.

Purpose: To keep local fire code edition consistent with mandated state fire code.

Background: The City Council introduced the ordinance for approval of the adoption of the 2012 International Fire Code and waived the first reading at their November 5, 2013 meeting. Staff recommends the City Council waive the second reading and adopt the attached ordinance.

Prepared by: Jim Mathews
Submitted by: Steven C. Kroeger

/s/ Jim Mathews
Jim Mathews
Fire Marshal

/s/ Steven C. Kroeger
Steven C. Kroeger
City Manager
ORDINANCE NO. ___-13
An Ordinance of the City Council of the City of Yuba City repealing and re-enacting Chapter 5 of Title 4 regarding Fire Prevention and the 2012 International Fire Code.

The City Council of the City of Yuba City does ordain as follows:

Section 1. Chapter 5 of Title 4 of the Yuba City Municipal Code is hereby repealed.

Section 2. Chapter 5 of Title 4 of the Yuba City Municipal Code is re-enacted to read as follows:

Chapter 5
Fire Prevention

Section 4-5.01. Adoption of the International Fire Code.

That a certain document, copies of which are on file in the office of the City Clerk of the City of Yuba City, being marked and designated as the International Fire Code, 2012 edition, as approved by the California Building Standards Commission, with state amendments known as the 2013 California Fire Code, including Appendix Chapters B, C, D, E, F, and G, as published by the International Code Council, is hereby adopted as the Fire Code of the City of Yuba City, in the State of California regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Yuba City are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 4-5.02 of this chapter.

Section 4-5.02. Revisions to the 2012 International Fire Code. The following sections of the International Fire Code and adopted appendices are hereby revised as follows:

Section 101. Add Section 101.6 Plan Review

101.6 Plan Review. The Chief, or his duly authorized representative, shall review all plans for construction of buildings or remodels, other than one or two family dwellings, for the purpose of ascertaining and causing to be corrected any condition liable to cause fire or endanger life from fire or panic or any violation of this Code, state laws and regulations, and any other local ordinances which may be under his jurisdiction.
Section 101. Add Section 101.7 Fees

101.7 Fees. The Fire Chief may establish a schedule of fees, as approved by the City Council, to be charged and collected for plan checking, required inspection services, and for the issuance of permits pursuant to Section 105 of this Code. IN ADDITION, THIS SCHEDULE MAY INCLUDE A FIRE SERVICE FEE TO BE CHARGED to any person, firm, corporation or business that through negligence, violation of the law, or as a result of carelessness, is responsible for the cause of any fire service response to the scene of such an incident. A copy of the fee schedules shall be kept in the office of the City Clerk and the Office of the Fire Marshal and shall be available for public inspection.

Section 103.2. Delete section 103.2

Section 106. Add Section 106.2.1.1 Fire Clearance Inspection

Fire Clearance Inspection. It shall be unlawful for any person, firm or corporation to operate a business unless a fire clearance inspection has been made and such businesses are in compliance with all Fire Department requirements.

Section 108. Delete Section 108 and replace with the following:

Board of Appeals. Whenever the Chief shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of said International Fire Code do not apply or that the true intent and meaning of said code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Fire Chief to the Building Board of Appeals established by the provisions of Chapter 9 of Title 7 of this Code within thirty (30) days after the date of the decision appealed.

Section 109. Delete Section 109.4 and replace with the following:

Violation Penalties. Any person who shall violate any provision of this chapter or said International Fire Code, or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement or specification or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such an order as affirmed or modified by a court of competent jurisdiction, within the time fixed herein, shall separately for each and every such violation and noncompliance, respectively, be guilty of an infraction and shall be punishable as provided in Chapter 2 of Title 1 of this Code.
Exception:

Those sections of the International Fire Code which have been adopted by the State of California (California Fire Code) shall be a misdemeanor and shall be punishable in accordance with Section 109.4.0.1.

Section 109.4.0.1 is hereby added to the Fire Code to read as follows:

Section 109.4.0.1 California Fire Code Violations.

Persons operating or maintaining an occupancy, premises or vehicle subject to this code who allow a hazard to exist or fail to take immediate action to abate a hazard on such occupancy, premises or vehicle when ordered or notified to do so by the Chief shall be guilty of a misdemeanor.

Section 109. Add Section 109.4.1.1 as follows:

Abatement of Hazards. In situations where immediate abatement of a fire or life hazard or other potentially hazardous condition is required, the Chief shall have the authority to abate such hazard immediately.

This may include, but is not limited to, confiscation of flammable liquids, fireworks, removing hazardous wiring and adapters, temporary closure of commercial occupancies, extinguishing illegal fires and any other similar hazards, determining no smoking, and ceasing operation of any type of apparatus that may be a danger to life or property. Costs of abatement shall become a lien upon the property affected. All affected persons shall be notified of action taken as soon as possible.

Section 111.4. Delete Section 111.4 and replace with the following:

Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as specified in section 109.

Section 202. Add to Section 202 “Definitions” as follows:

Jurisdiction. Shall be held to mean the City of Yuba City.

Nuisance. Nuisance is an act, thing or condition involving combustible material in an unsafe manner that is not maintained in a reasonable manner to reduce flame-spread capabilities.
Temporary. Shall mean any use for a period of less than 90 days.

Section 503.4.1. Delete section 503.4.1 and replace with the following:

Traffic calming devices. Speed bumps, speed humps, dips or similar devices are prohibited in any public or private fire access road or parking area without written approval of the Fire Chief, Chief of Police and Director of Public Works.

Section 505. Add Section 505.1.1 as follows:

In addition, any business conducted in a commercial occupancy which affords vehicular access to the rear through any driveway, alleyway, or parking lot shall also display the same numbers/letters on the rear of the building. At the main entrance driveway to each multiple dwelling complex there shall be positioned, where responding emergency units can easily read it from the street, an illuminated diagrammatic representation of the complex which lists the unit addresses thereof.

Section 903.2.

Delete Section 903.2 through 903.2.11, except sections 903.2.1.5, 903.2.4.1, and 903.2.7.1, and replace with the following:

Requirements for approved automatic sprinkler systems.

The Fire Code as currently adopted and as hereinafter adopted is amended to require approved automatic fire sprinklers as set forth in the Fire Code and related Standards as adopted by the City based upon the classification of occupancy and hazard which shall be in addition to the following:

(a) Other provisions of this Code or of any other Code of the City of Yuba City to the contrary notwithstanding, approved automatic fire sprinkler systems shall be installed and maintained in accordance with the following requirements.

(1) All buildings hereinafter constructed when the total floor area meets or exceeds three thousand six hundred (3600) square feet.

(2) All multi-family dwellings. For the purposes of this Chapter, multi-family dwellings shall be identified as three (3) or more dwelling units in the same building or structure.

(3) Buildings of three (3) or more stories, as defined by the California Building Code, regardless of height or square footage.
(4) Buildings that are thirty (30) feet or more in height regardless of square feet. Height assessment shall be determined as outlined by the Building Code.

(5) In any existing building or structure upon a change of use of occupancy which is more intense and/or increases the potential of a fire or life safety hazard as determined by both the Fire Chief and Building Official in which the total floor area meets or exceeds three thousand six hundred (3600) square feet.

(6) In any existing building or structure when additions thereto will increase the total floor area of three thousand six hundred (3600) square feet or more.

(7) In any existing building or structure to which additions are made where the total floor area of building currently meets or exceeds three thousand six hundred (3600) square feet.

(8) In any existing building or structure where the total floor area meets or exceeds three thousand six hundred (3600) square feet when repairs or alterations thereto within any twelve (12) month period exceed twenty-five (25%) percent of the value of the building or structure. For the purposes of this Chapter, the building or structure shall have its value determined by multiplying the total square footage of the building or structure by the Building Standards Square Foot Valuator (most current edition) as published by the International Code Council, or its equivalent as selected by the Fire Chief. Value shall be determined by the building official or his designee during the permit process.

(b) Exceptions:

The following shall be excepted from the requirements of this section:

(1) Buildings and structures for which permits have previously been obtained, but which have not yet been occupied, unless any approved automatic fire sprinkler system would otherwise be required by this or other City adopted Code.

(2) In buildings or structures when, in the opinion of the Building Official and with the concurrence of the Fire Chief, the installation of any automatic fire sprinkler system would be detrimental to the health, welfare and safety of the public.

(3) Buildings which are constructed in accordance with the Building Code as Type I-A (fire resistive) and Type II-A (fire resistive) and
have less than ten thousand (10,000) square feet of total floor area.

(4) In existing buildings where the total floor area exceeds three thousand six hundred (3600) square feet, a twenty-five (25%) percent addition up to a maximum total floor area of ten thousand (10,000) square feet will be permitted; but at least a five (5%) percent increase will be allowed. In either case, the addition shall be separated by a two-hour fire wall as defined in the Building Code.

(5) Existing buildings, where the total floor area is ten thousand (10,000) square feet, or greater, may increase their floor area by five (5%) percent or one thousand (1,000) square feet, whichever is greater, when the area being added is separated by a two hour fire wall, as defined in the Building Code.

(6) If existing construction is to be altered, where the total floor area exceeds three thousand six hundred (3600) square feet and the alteration provides no greater threat to life or property by fire as determined by unanimous decision of the Fire Chief, Chief Building Official, and City Manager. The basis of the decision shall be made upon the change proposed meeting the intent of the current Building and Fire Codes in providing fire protection equivalent to a fire sprinkler system.

(c) Fire Walls:

For the purposes of this section, fire walls used to eliminate the requirement for automatic fire sprinklers as herein required shall be four (4) hour fire walls with no openings as defined in the Building Code as adopted by the City of Yuba City.

Section 903.3.1.2. Delete Section 903.3.1.2.

Section 903.4.2. Modify Section 903.4.2 as follows:

In the first sentence, delete the word “audible” and replace with “combination horn/strobe”.

Section 5602. Add Section 5602 as follows:

Fireworks - Prohibition.

Except as otherwise provided in this chapter, no person shall possess, sell, use, display or explode within the City any kind of fireworks as defined in Section 12511 of the Health and Safety Code, including, but not limited to, any rocket, firecracker, roman candle, squib, torpedo, torpedo cane, fire balloon, wire core
sparkler, wooden core sparkler, black cartridge or other combustible device or explosive substance.

**Fireworks - Exception.**

It shall not be unlawful to sell within the City those fireworks as are defined and classified as “safe and sane fireworks” in the State Fireworks Law (Sections 12500, et seq. of the Health and Safety Code) during that time period beginning at 12:00 noon on June 28 and ending at 12:00 noon on July 6 of that same year.

**Permit required.**

It shall be unlawful for any person to sell “safe and sane fireworks” within the City without having first applied for and receiving a City permit.

**Prerequisite for permit issuance.**

(a) No permit to sell fireworks shall be issued to any person, except nonprofit organizations or corporations organized primarily for veteran, patriotic, welfare, civic betterment or charitable purposes.

(b) Each such organization shall have its principal and permanent meeting place within Sutter County limits and shall have been organized and established in an area which is presently within the limits for a minimum of one (1) year continuously preceding the filing of the application for the permit.

(c) No organization shall submit more than one (1) application for permit to sell fireworks within the City of Yuba City. Submittal of more than one (1) application shall be grounds for denial of all applications. Fireworks permit.

The number of available permits which includes any permits issued pursuant will be limited to one (1) per two thousand (2,000) population based on the latest survey available to the City of Yuba City. If necessary, a lottery system will be used to fill permit vacancies. Only one (1) permit to sell fireworks pursuant to this chapter shall be issued to an eligible applicant.

**Permit application.**

(a) All applications for permits to sell fireworks shall be in writing to the Fire Chief. Applications may be filed beginning March 1 of each year up to and including March 31 of same year, at which time the filing period for that year will close. Applications shall set forth the proposed location of the fireworks stand being applied for, and other information as may be required by the Fire Chief.
(b) Any person, firm, corporation, or organization applying for a permit to sell fireworks shall furnish to the Yuba City Fire Department a policy of public liability and property damage insurance. This policy shall have no deductible, with a limit of bodily injury of not less than one million ($1,000,000) dollars and a limit of property damage not less than one million ($1,000,000) dollars. The City of Yuba City and its agents and employees shall be named as co-insureds on the policy.

(c) Applicants for such permits shall be notified by April 15 of each calendar year by the Fire Chief of the approval or disapproval of such applications for such permit. All organizations whose permits have been approved shall have up to and including July 1st of that year to pick up such permit.

(d) Every application for a permit shall be accompanied by the established permit fee for the sales of fireworks. The permit fee will be refunded if the application is not approved.

Fireworks stand.

All retail sales of “safe and sane” fireworks shall be permitted only from within a temporary fireworks stand, and the sale from any other building or structure is hereby prohibited. Temporary stands shall be subject to the following provisions:

(a) No fireworks stand shall be located within fifty (50') feet of any other building or within one hundred (100') feet of any gasoline pump or distribution point or within one hundred (100') feet of any other fireworks booth, unless separated by a roadway four (4) lanes wide or greater.

(b) Fireworks stands need not comply with the provisions of the Building Code of the City; provided, however, that all stands shall be erected under the supervision of the Fire Inspector, who shall require that stands be constructed in a manner which will reasonably insure the safety of attendants and patrons; and provided further that any electrical installations shall comply with all applicable codes.

(c) Each stand shall be provided with two (2) two and one-half (2 1/2) gallon “water type” (minimum rating 2A) fire extinguishers in good working order and easily accessible for use in case of fire.

(d) No stand shall have a floor area in excess of seven hundred fifty (750) square feet.

(e) Each stand shall have at least two (2) exits. Each stand in excess of forty (40') feet in length shall have at least three (3) exits spaced approximately equidistant apart; provided, however, that in no case shall the distance between exits exceed twenty-four (24') feet. Exit doors shall be not less than twenty-four (24") inches wide and six feet and two (6'2") inches in height and shall swing in the direction of exit travel.
Operation of stand.

(a) No person shall sell fireworks to any person under the age of eighteen (18).

(b) Sale of fireworks shall begin no earlier than 12:00 noon on June 28th and shall not continue after 12:00 noon on July 6th of the same year.

(c) No person other than the permittee organization shall operate the stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

(d) No person other than the individuals who are members of the permittee organization or the wives, husbands, parents or adult children of such members shall sell or otherwise participate in the sale of fireworks at such stand.

(e) No person under the age of eighteen (18) shall sell or participate in the sale of fireworks.

(f) Each stand shall have an adult watchperson in attendance while the stand is being used for the sale, display or storage of fireworks. In lieu of a night watchperson, a Class IV magazine or equivalent, as approved by the Chief, may be used to store fireworks.

(g) All fireworks shall be retained at the approved location. In no event shall unsold fireworks be removed from the approved location to any other place without written approval of the Fire Chief.

(h) Stands may not be located on public or residential property.

General requirements for permittees.

All weeds and combustible material shall be cleared from the location of the stand, including a distance of at least twenty-five (25') feet surrounding the stand.

"NO SMOKING" signs shall be prominently displayed on and in the fireworks stand.

No fuel-powered generator or similar equipment shall be allowed within fifty (50') feet of a fireworks stand.

Section 5603. Add Section 5603 as follows:

Limits for the storage of explosives and blasting agents.

(a) The manufacture of explosives shall be prohibited within the City limits.

(b) The storage of explosives and blasting agents is prohibited within the City limits.
Exception:

Small arms ammunition and primers, smokeless powder and black sporting powder when all the requirements of Title 19 C.C.R. have been met.

The Chief is authorized to limit the quantity of explosive material permitted at any location.

**Section 5704.2.9.6.1 and 5706.2.4.4**

The limits referred to in Section 5704.2.9.6.1 and 5706.2.4.4 in which the storage of Class I and II liquids in above ground tanks outside of buildings is prohibited, as hereby established as the City limits.

Exception:

Above ground storage of Class I, Class II, and Class III flammable/combustible liquids in tanks outside of buildings in A, AH, M-1, M-2, C-3 and CM zones as defined in Title 8 of the Yuba City Municipal Code shall be allowed if they comply with all of the following criteria:

1. Individual tank capacity shall not exceed fifteen thousand (15,000) gallons.

2. Aggregate installation capacity per parcel shall not exceed fifteen thousand (15,000) gallons.

3. Tanks and dispensing unit shall be protected against physical damage by installation of four (4) inch concrete filled pipes, spaced not more than four (4) feet between posts on center, set not less than three (3) feet deep in concrete footings of not less than a fifteen (15) inch diameter, with tops of the posts not less than four (4) feet above ground and posts located not more than twelve (12) inches from the tank.

4. All above ground tanks shall be permanently anchored in a manner that will prevent floating in times of flooding.

**Section 6104.2**

The limits referred to in Section 6104.2 restricting the storage of over 2000 gallons of liquefied petroleum gas is hereby established as the City limits.

Exception:
Existing facilities having either single containers or multiple containers with aggregate capacity of over 2000 gallons of liquefied petroleum gas will be allowed to have their use contained until such time as the tank(s) are not used for a period of ninety (90) days.

Other than required modifications necessary to bring the facility into compliance with safety regulations, there shall be no expansion of any existing facility within the City limits.

Section D103.5. Delete Section D103.5 and replace with the following:

Security Gates. The installation of security gates is prohibited without the written approval of the Fire Chief. All security gate installations shall comply with the following security gate installation standards.

(a) Scope. Where a new gate or barrier is installed on a fire access roadway, it shall be authorized by the Chief and meet the minimum requirements of this section. Private driveways on lightly traveled streets, as determined by the Yuba City Fire Department, serving one single-family residence may be exempted from the scope of this section.

(b) Definitions. For the purposes of this section, certain terms are defined as follows:

1. Authority having jurisdiction is the Yuba City Fire Department.

2. Security Gates and Barriers shall mean a gate, crossbar, door or other obstructive device which is utilized for the purpose of restricting, controlling or obstructing entry or exit by motor vehicles or pedestrians to or from a private roadway and which is not manned on a twenty-four hour, seven day per week basis by a person capable of providing immediate access to a police or fire safety vehicle or person;

3. Private Street or Roadway shall mean any roadway (not dedicated as public right-of-way) that is owned and maintained by abutting property owners, or association of property owners that is utilized for the purpose of providing vehicular or pedestrian access to a subdivision, apartment complex, condominiums or other residential development or wild land, excluding off-street parking areas, driveways, and driveways to off-street parking areas.

4. Private Driveway - A private way for vehicular travel that provides access from an off-street parking area to a public or private drive.

5. Ultimate Edge of Right-of-Way is the line furthest from the centerline of the street that has been approved by the City and
recorded on the parcel map for existing or future street improvements.

(c) Permit. A permit issued by the Yuba City Fire Department to design and install any secured access gate system shall be obtained and approved in writing prior to installation.

(d) Submittals. A minimum of five (3) complete sets of information shall be submitted to the Yuba City Fire Department and shall include the following:

1. Approved verification of 100% Concurrence of Property Owners. The applicant shall provide, with the gate application, verification that all existing property owners served by gate installation agree to its installation and operation.

2. A site plan of the property and a site detail of each gate location, drawn to scale (1"=10', 1"=20', or 1"=40'), indicating or showing:
   a. Plans for gates over 6 feet in height shall bear the stamp of a structural engineer and must be accompanied by a Yuba City Building Permit Number;
   b. Contractor's company name, address, phone number and a contact person;
   c. Exact locations of the entry to the property;
   d. Property lines;
   e. Fire Hydrants, fire department connections;
   f. Location of the "ultimate edge of right-of-way";
   g. Location of the existing edge of pavement or gutter line;
   h. Building footprints, including doors, walkways and fire control room doors; parking spaces and landscape affected;
   i. Proposed fence, pedestrian gates, and vehicle gates;
   j. Existing vehicular access;
   k. Proposed location of Knox key switch / Knox box(es); and
   l. Physical address.

3. Product specifications shall be provided that include:
   a. Method of operation;
   b. UL listing numbers of equipment used; and
   c. Manufacturers specification sheets for electrical gate controller.
4. Maintenance. Emergency access gates and barriers shall be maintained and may include:
   a. Batteries required for operation of the system during power failure;
   b. Lubrication of moving parts and hinges per manufacturers specifications; and
   c. Any subsequent attention required to maintain the original list of frequencies for emergency operation of the gate in the controller.

5. Plan review and inspection fees will be collected per approved fee schedule.

(e) Minimum Requirements.

1. Access.
   a. All gates shall be UL 325 compliant.
   b. Gates shall not be installed within a required turning radius of a fire access roadway.
   c. Access for single direction traffic shall be unobstructed 16 feet wide and 13', 6" high.
   d. Access for bi-directional traffic shall be unobstructed 20' wide and 13', 6" inches high.
   e. Swinging gates for single direction traffic shall swing in the direction of vehicle travel.
   f. Swinging gates for bi-directional traffic shall swing into the property being entered.
   g. All gates shall be accessible from the driving lane nearest the edge of the street by turning radii of at least 38' inside and 58' outside.
   h. After passing through a gate, the nearest curb of any cross street shall be no less than 40 feet.
   i. Private driveways serving one single-family residence on moderate and heavily traveled streets shall:
      (1) Meet the setback requirements of this section. If existing conditions prevent gate installation with 40' of clearance to the face of the gate, a letter documenting an acceptable alternative that would facilitate emergency ingress without endangering emergency response personnel and apparatus will be required for review and approval by the Chief;
2. Operation of Gates.
   a. All gates shall be electrically operated for entry and exit by an approved fire department method.
   b. Wiring for electrical gates shall be provided by AC current, underground installation. A miscellaneous electrical permit is required by the Yuba City Building Department.
   c. Electrically operated gates shall fail to the open position when the power is off. They shall remain open until power is restored.

3. Manual gates or barriers may be approved on a case-by-case basis for nighttime security of business property.
   a. They shall be constructed in a manner that reflects good construction practices acceptable to the Yuba City Fire Department.
   b. They shall be accessible by means of an approved fire department padlock (Knox.) or by the installation of an approved key box (Knox.).
   c. Approved manual gates or barriers across emergency access roadways shall be provided with an 18-gauge metal sign in the center of and on both sides of the gate that shall read, "FIRE LANE- NO PARKING". Letters shall be red on a white background and be a minimum of 3 inches high with a half inch stroke.
   d. Gates to close off a fire lane behind strip malls/stores in order to minimize dumping and vandalism shall be approved with (Knox) padlock access.

4. Prohibitions.
   a. Direction-limiting devices, such as fixed tire spikes, are prohibited.
   b. The total number of vehicle access control devices or systems, through which emergency vehicles must pass to reach any address shall not exceed one.

5. Pedestrian Gates. All vehicle gates obstructing pedestrian access to a public way (street) shall have an approved pedestrian gate installed within 10 feet of the vehicle gate.
a. Gates shall be handicap accessible and comply with exit door requirements of the Building Code.

b. An approved key box (Knox) shall be installed at least 48 inches above grade on the outside of the gate. It shall be provided with a key to open the pedestrian gate.

c. No pedestrian gate shall be located in the median between two vehicle gates.

Exception: Private driveways serving one single-family residence are exempt from this requirement.

(f) Installation Approval. The Yuba City Fire Department shall inspect all gates for proper installation and operation prior to activation or use.

(g) Additional Requirements. Because of the delays caused by vehicle access control devices or systems, additional fire protection requirements may be applied based on other access limitations, such as narrow or winding streets or dead-end streets without an approved turnaround available for fire apparatus.

Other than the obstruction and the reduced width controlled within this standard, no other requirement of the Yuba City Fire Department shall be adversely affected by the placement of any vehicle access control device or system in any required fire apparatus access road.

Fire department approval does not waive any requirement by other authorities having jurisdiction.

Section D103.6.2. Delete the reference to 32 feet and replace with “less than 36 feet”.

Section 4-5.03. Findings

The City Council finds that the following regulations as contained in this Chapter are necessary to mitigate unique local climatic conditions and impose substantially the same requirements as are contained in the international model industry codes. The unique local conditions as found and determined are as follows:

Yuba City is located in the northern portion of the Central Valley. The area is bounded to the north by the Siskiyou Mountains, the west by the Coastal Mountains, the east by the Sierra Nevada Mountains, and the south by the Delta region. These geographical factors, and the area's proximity to the Pacific Ocean, combine to determine weather and wind conditions that influence the area and can create a particularly hazardous fire situation.
Four (4) weather conditions routinely present themselves which can result in extremely dangerous fire situations that could result in widespread conflagration. The four (4) conditions are temperature, relative humidity, wind and fog.

Temperatures in the Yuba City area during the summer months are in the ninety (90) degree Fahrenheit range with high temperatures of one hundred (100) degrees being very common.

Low relative humidity is a very important weather condition, that can intensity fire behavior. When relative humidities fall below thirty (30%) percent, the potential for fire spread is significantly increased. A recent review of data available from the National Weather Service of a recent thirty-eight (38) month period revealed that the Yuba City area experienced four hundred three (403) days when the relative humidity was recorded at or below thirty (30%) percent.

Wind velocity directly contributes to flame spread and the potential for conflagration. Winds, in combination with relative humidities below thirty (30%) percent, contribute to "drying out" fuels. The Yuba City area is subject to strong north winds which are usually very drying in nature. A review was made of the days with relative humidity at or below thirty (30%) percent and winds of ten (10) miles per hour or more using the same thirty-eight (38) month period as was previously mentioned. Of the four hundred three (403) days of thirty (30%) percent or below relative humidity, one hundred ninety-seven (197) days also had winds that equaled or exceeded ten (10) miles per hour.

The weather conditions described above have a direct influence on fire behavior. High temperatures, low humidities and wind, singularly and in combination, produce a potentially explosive fire situation.

In addition to the weather conditions described above, the Yuba City area also experiences very dense fog conditions in the wintertime. The presence of dense fog poses significant response problems to emergency response vehicles. Obviously, if dense fog is present, response speeds must be reduced. This reduction in response speed results in longer response times. The longer it takes the fire department to arrive, the larger the fire grows. Research, using the same thirty-eight (38) month period mentioned above, was done to determine how many days of heavy fog the Yuba City area experienced. Heavy fog was defined as one-fourth (1/4) of a mile visibility or less. The data revealed that during the thirty-eight (38) months reviewed, heavy fog occurred on one hundred three (103) days. It is important to note that the fog prone months of November and December were missing for two (2) of the three (3) years reviewed.

As a result of these findings of fact on local climatic conditions within the Yuba City area, the City Council finds that the fire code provisions and the automatic sprinkler requirements herein established by this Chapter are considered "reasonable and necessary modifications" as provided for in California Health and Safety Code sections
18941.5(b) and 17958 et seq. Because of these serious concerns as reflected in the foregoing findings of fact, it is important that for the effective protection of the citizenry and property within the City limits of the City of Yuba City from the ravages of fire and the reduction of the potential for community-wide conflagration that this ordinance be enacted. Only with the enactment of these regulations can the reduction of the potential for community-wide conflagration and the protection of the citizenry and property within this jurisdiction be realized.

Section 3. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Yuba City hereby declares that it would have passed this ordinance, and each section, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. This ordinance shall become effective January 1, 2014 and shall be published as required by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the _____day of __________ 2013 and passed and adopted at a regular meeting thereof held on the _____ day of __________ 2013.

AYES:
NOES:
ABSENT:

______________________________

ATTEST:

______________________________

APPROVED AS TO FORM:

______________________________

Timothy P. Hayes, Esq.  
City Attorney
Special Joint Workshop – City Council Chambers
The Special Workshop with the Yuba City Council and Sutter Board of Supervisors was called to order by Mayor Buckland at 6:01 p.m.

Roll Call:
Present:   Councilmembers Dukes, Gill, Maan, Starkey and Mayor Buckland
Supervisors Sullenger, Cleveland, Gallagher and Chairman Whiteaker
Absent: Supervisor Munger

Public Communication on Items on the Agenda
1. Appearance of Interested Citizens – None at this time.

General Items
2. Highway 99 Corridor Transportation
   Discussion and Direction to Staff: The City and County were in general agreement to endorse partnering to do advance planning for a six lane section of 99 south of Highway 20 and the Pease Road interchange in order to have “shovel ready” projects when funding opportunities become available.

3. Alternate Transportation Needs for the Future
   Summary: Top priorities are:
   1. 5th Street Bridge
   2. Widening Bridge Street from SR 99 to Fifth Street Bridge
   3. 99/20 Interchange Improvements
   4. Hwy 20 improvements from Hwy 99 to the 10th Street Bridge
   5. Third Bridge – Request that CalTrans continue to hold the land that was set-aside

4. Local Homeless Issues
   The following persons spoke:
   Sharman Kobayashi, School District & Homeless Consortium
   Miles Johnson, Homeless Consortium Coordinator
   David Holycross, Downtown Business Owner
   Fotine Halikaskopriva, Downtown Business Owner
Discussion and Direction to Staff: Yuba City will coordinate with Sutter County on the update of a Camping Ordinance, eliminating camping within the levee boundaries.

Form an Ad-Hoc committee with one City Council member and one County Supervisor to discuss panhandling issues, specifically. Members of the community can contact the City Clerk for more information regarding participation.

5. Centralized Dispatch

Discussion and Direction to Staff: It is recommended that the Yuba City Chief of Police, the Sutter County Sheriff, the Yuba County Sheriff, the Fire Chiefs, the Yuba City Manager, the Yuba County Administrator, and the Sutter County Administrator meet to discuss to see if feasible and would generate significant cost savings.

6. Annexation and Infrastructure Planning/Development for Industrial Park

The following person spoke:

Rik Jimerson, Yuba-Sutter Chamber of Commerce

Discussion and Direction to Staff: The City and County will work together to plan for the development of the area south of Yuba City designated as the future Sphere of Influence expansion area in order to promote job creation.

It was suggested that the City and County have an annual joint meeting, such as this one. The City Council will be happy to go to Sutter County.

Adjournment

Mayor Buckland adjourned the Special Joint Workshop with the Yuba City Council and Sutter Board of Supervisors at 8:53 p.m.

______________________________
John Buckland, Mayor

ATTEST:

_______________________
Terrel Locke, City Clerk
Closed Session—Butte Room

The following person spoke:

Jon Whiteman, Yuba City

A. Conferred with labor negotiators Steven Jepsen and Steve Kroeger regarding negotiations with the following associations: Yuba City Police Officers, Police Sergeants, Yuba City Firefighters Local 3793, Yuba City Fire Management, Confidential Employees, Executive Services Employees, First Level Managers, Mid Managers, and Public Employees Local No. 1, pursuant to Section 54957.6 of the Government Code

B. Conferred with real property negotiators Steven Jepsen and Steve Kroeger regarding negotiations with Twin Rivers Charter Academy regarding possible sale of the following properties or portions thereof: APN 51-580-014 Live Oak Blvd; APN 51-580-013 2510 Live Oak Blvd; APN 51-580-012 2520 Live Oak Blvd pursuant to Government Code Section 54956.8

Regular Meeting—Council Chambers

The City of Yuba City City Council meeting was called to order by Mayor Buckland at 6:05 p.m.

Roll Call

Present: Councilmembers Dukes, Gill, Maan, Starkey and Mayor Buckland

Absent: None

Invocation

Councilmember Dukes gave the invocation.

Pledge of Allegiance to the Flag

Councilmember Gill led the Pledge of Allegiance.

Presentations and Proclamations

1. Proclamation for the Retirement of Russell McKenzie

   Mayor Buckland presented a Proclamation to Russell McKenzie in honor of his retirement after 16 years of service to the City.

2. Proclamation for the Retirement of Barbara Gilmore

   Mayor Buckland presented a Proclamation to Barbara Gilmore in honor of her retirement after 30 years of service to the City
3. **Proclamation for City Manager Steven Jepsen**
   Mayor Buckland presented a Proclamation to Steve Jepsen thanking him for his service to the City of Yuba City.

**Ordinances**

   Councilmember Starkey moved to introduce an Ordinance Repealing and Reenacting Chapter 5 of Title 4 of the Yuba City Municipal Code, Entitled Fire Prevention, waiving the first reading. Councilmember Maan seconded the motion that passed with a unanimous vote.

5. **Adoption of the 2013 Edition of the California Building Standards Code and Building Regulations Ordinance**
   Councilmember Maan moved to introduce an Ordinance Repealing and Reenacting Title 7 and appropriate chapters of the Yuba City Municipal Code entitled Building Regulations which provides regulations to implement the 2013 edition of the California Building Standards code, waiving the first reading. Councilmember Gill seconded the motion that passed with a unanimous vote.

**Public Communication**

6. **Written Requests** – None.

7. **Appearance of Interested Citizens** – None.

**Consent Calendar**

Councilmember Maan recused himself from Item 9, as he has a conflict do to his employment with the Yuba County Environmental Health Department.

Councilmember Maan moved to adopt Item 8 from Consent Calendar. Councilmember Dukes seconded the motion that passed with a unanimous vote.

Councilmember Gill moved to adopt Item 9 from Consent Calendar. Councilmember Dukes seconded the motion that passed with an abstention from Councilmember Maan.

8. **Minutes of October 15, 2013**
   Approved the City Council Meeting Minutes of October 15, 2013

9. **Fiscal Year 2013-14 Waste Tire Enforcement Grant Application**
   Adopt Resolution No. 13-073 authorizing Yuba County, as Lead Agency of the Yuba-Sutter Local Enforcement Agency, to perform Waste Tire Enforcement activities on behalf of the City of Yuba City and submit a Collaborative Application for the Waste Tire Enforcement Grant to CalRecycle for Fiscal Year 2013-14.

**General Items**

10. **Update of City’s Fiscal Policy**
Councilmember Starkey moved to accept the update of City’s Fiscal Policy. Councilmember Dukes seconded the motion that passed with a unanimous vote.

11. **Funding for 400 Bridge Street Environmental Site Characterization Activities**

Councilmember Gill moved to authorize the Finance Director to make a supplemental appropriation of unallocated General Funds in the amount of $40,000 to Account No. 901160 (Feather River Mills Site) and ensure that the Purchase and Sale Agreement includes language to receive reimbursement for Environmental Clean-up costs as part of the sale. Councilmember Starkey seconded the motion that passed with a unanimous vote.

12. **Funding for Union Pacific Railroad Right-of-Way Environmental Investigation Activities**

Councilmember Dukes moved to: A) Award a professional services agreement to Geosyntec Consultants of Rancho Cordova, CA for UPRR right-of-way environmental investigation activities in the amount of $30,000 with the finding that it is in the best interest of the City; and B) Authorize the Finance Director to make a supplemental appropriation of unallocated General Fund in the amount of $50,000 to Account No. 901184 (Union Pacific Phase 1 Site Assessment). Councilmember Starkey seconded the motion that passed with a unanimous vote.

13. **Request for Purchase of Two (2) Type I Fire Engines**

The following person spoke:

Pat Miller, Sutter County Tax Payer’s Association

Councilmember Starkey moved to award a Contract to Pierce Manufacturing, Inc. of Appleton, Wisconsin, in the amount of $1,052,058.06 for the purchase of two Pierce Velocity Type I Fire Engines, approve the engine prepayment option, authorize an additional $73,941.94 for contingencies from Account No. 6610-69410, and authorize a five-year nonbinding contract with Pierce Manufacturing, Inc. which provides established pricing formulas for future purchases of fire apparatus, with the finding that it is in the best interest of the City. Councilmember Gill seconded the motion that passed with a unanimous vote.

14. **Authorization to Negotiate Professional Services Agreement with Dokken Engineering for Final Design and Construction Management Services Associate with the 5th Street Bridge Replacement Project**

Councilmember Dukes moved to authorize Public Works Staff to negotiate the Terms and Conditions for a Professional Services Agreement with Dokken Engineering for Final Design and Construction Management Services associated with the 5th street Bridge Replacement Project with the finding that it is in the best interest of the City. Councilmember Maan seconded the motion that passed with a unanimous vote.

15. **Purchase of 1349 Kean Ave for the Future Extension of Oji Road**

Councilmember Dukes moved to approve the purchase of 1349 Kean Ave (APN 05-330-01) for the $113,000 and authorize a supplemental appropriation in the amount of $165,000 from 931193-65517. Councilmember Gill seconded the motion that passed with a unanimous vote.
16. **Sale and Future Development of Former Fire Station No. 4 and Adjacent Property**

The following persons spoke:

Pat Miller, Sutter County Tax Payers Association  
Jay Stemley, Small Business Owner

Councilmember Dukes moved to Declare APN 57-150-004 and 57-150-050 surplus property and initiate a 45 day Request for Proposal for the redevelopment of 211 S. Walton and 217 S Walton from Non-Profits, Government Agencies for Fair Market Values and also open it up to Community Service and Compatible Uses. Councilmember Gill seconded the motion that passed with a unanimous vote.

17. **Interim City Manager Employment Agreement**

The following person spoke:

Pat Miller, Sutter County Tax Payers Association

Councilmember Dukes moved to adopt **Resolution No. 13-074** approving the Interim City Manager Employment Agreement between the City of Yuba City and Steven C. Kroeger. Councilmember Gill seconded the motion that passed with a unanimous vote.

**Business from the City Council**

18. **City Council Reports**

- Councilmember Dukes  
- Councilmember Maan  
- Councilmember Starkey  
- Mayor Pro Tem Gill  
- Mayor Buckland

**Adjournment**

Mayor Buckland adjourned the Regular Meeting of the City Council of the City of Yuba City at 8:05 p.m.

_________________________
John Buckland, Mayor

**ATTEST:**

_________________________
Terrel Locke, City Clerk
Agenda Item

CITY OF YUBA CITY
STAFF REPORT

Date: November 19, 2013

To: Honorable Mayor & Members of the City Council

From: Finance Department

Presentation By: Robin Bertagna C.P.A, Finance Director

Summary

Subject: Development Impact Fees – Annual Report

Recommendation: Accept the AB1600 Annual Report and adopt a Resolution finding that there is a reasonable relationship between current needs for the fees and the purposes for which they were originally collected.

Fiscal Impact: Council’s adoption of the attached Resolution and acceptance of AB1600 Annual Report allows the City to continue programming funds that have been held by the City for more than five (5) years.

Purpose:

To comply with reports requirements and allow the City to continue programming funds that have been held by the City for more than five (5) years.

Background:

In 1989, Section 66000 et seq. of the Government Code became effective. When passed in 1987, this section was known as AB1600. When the Legislature passed AB1600, it added a new chapter to the Government Code on fees for development projects. The chapter sets forth a number of requirements that local agencies must follow if they are to exact fees from developers to defray the cost of construction of public facilities related to development projects, including annual reporting requirements.

In October 2007, the City of Yuba City’s AB1600 fee study was updated and Resolution 07-101 was adopted establishing new development impact fees. Through the General Plan and fee studies, the City of Yuba City has established the nexus between development, the capital improvements necessary to mitigate the effects of development, and approved fees to fund the mitigation measures.

The City of Yuba City development fees covered by AB1600, and documented in Exhibit B, include the following:

- Parks and Recreation impact fee
- Community Center impact fee
- Fire Protection impact fee
- Library Services impact fee
Police Protection impact fee
Road impact fee
Civic Center impact fee
Corporation Yard impact fee
Levee impact fee
Administration impact fee
Buttes Vista impact fee

The nature of AB1600 funds is such that timing of receipt of revenues and construction of the related capital projects rarely coincide. Ideally, revenues will be collected over time and accumulated until a development related project is needed; in years of construction, accumulated reserves will be used up. In certain instances, the City has constructed priority projects in advance of collecting sufficient funds through borrowing from other City funds, or by issuing long term external debt. This practice has resulted in certain categories of the AB1600 funds to operate with a deficit balance.

As has been previously discussed with Council, the City's AB1600 impact fee revenues have been greatly affected by the slump in residential development and the significant reduction of development impact fees collected since FY 07/08. Several projects were funded through the issuance of debt which is to be repaid from impact fee revenues. With the significant decline in revenues during the past four fiscal years, staff has set up reserve set-aside funds for future debt service to ensure that adequate funds are available to meet continuing annual debt service obligations for projects previously financed on a longer-term basis.

With each development during the previous fiscal year, the City collected certain developer fees that are subject to the reporting requirement. The various fees are listed on the attached report (Exhibit B) along with detailed expenditure and revenue reports for each fee the City collected.

**Analysis**

The City is in ongoing compliance with seven of the eight reporting requirements listed on Exhibit A. In order to maintain compliance with No. 5, which requires expenditures or commitment of funds within five years of their collection, the Council must make certain findings as outlined in this report. Although AB1600 requires fees collected from developers be expended within five years, the law, as noted previously, also allows exceptions. Exceptions are provided in recognition that some project costs can be of a magnitude that is takes more than five years to accrue adequate funds; or matching funds may not be available within the five-year period.

In using the expenditure and revenue reports to determine whether the fees have been spent within five years of collection, the total expenditures and transfers-out over the five-year period must be added together, and then that total must be subtracted from the earliest fund balance (July 1, 2008). In a number of instances, this calculation shows that not only have fees collected five years ago been spent, but depending on the fund, fees collected in ensuing years have also been spent.

To comply with requirement No. 5 above, the City Council must make findings that there is a reasonable relationship between the current need for the fees and the purposes for which they were originally charged. It is important that the City Council make these findings to ensure continued funding of these important programs.
All developer fee categories with the exception of Parks and Recreation, Community Center, Roads and Buttes Vista impact fees comply with the provision of AB1600 that funds be expended within five years. However, through the council’s adoption of the annual Capital Improvement Program and subsequent resolutions, all fund equity balances have been programmed to fund projects.

**Fiscal Impact:**
Council’s adoption of the Resolution and acceptance of the AB1600 Annual Report allows the City to continue programming funds that are more than five (5) years old.

**Alternatives:**
1.) Do not adopt the Resolution and accept the attached AB1600 Annual Report and make any necessary refunds.

**Recommendation:**
Accept the AB1600 Annual Report and adopt a Resolution finding that there is a reasonable relationship between current needs for the fees and the purposes for which they were originally collected.

Prepared By:                                                    Submitted By:

/s/ Lynn Haile                                                 /s/ Steven C. Kroeger
Lynn Haile                                                      Steven C. Kroeger
Accountant I                                                    Interim City Manager

Reviewed By:

Department Head                                                  RB
City Attorney                                                    TH
RESOLUTION NO. _________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY

APPROVING THE FINDING THAT THERE REMAINS A REASONABLE RELATIONSHIP
BETWEEN CURRENT NEEDS FOR LIBRARY, ROADS AND BUTTES VISTA IMPACT FEES
AND THE PURPOSE FOR WHICH THEY WERE ORIGINALLY CHARGED (GOVERNMENT
CODE SECTION 66000 et. seq.)

WHEREAS, the City Council of Yuba City has adopted Ordinance No. 1100 creating and
establishing authority for imposing and charging a Development Impact Fee within the City;

WHEREAS, the City Council of the City of Yuba City on February 4, 1997, adopted
Resolution No. 97-011 establishing a Development Impact Fee within the City to finance those
public facilities required by new development as identified in the Yuba City Urban Area General
Plan (“Plan”) and various studies and reports; and

WHEREAS, the City Council of the City of Yuba City on April 20, 1999, adopted
Resolution No. 99-021 establishing Development Impact Fees for repayment of costs
associated with the preparation of the Buttes Vista Neighborhood Plan and the acquisition and
development of a neighborhood park in the project area; and

WHEREAS, in 2007 the Fee Study was updated and on October 16, 2007 the City
Council adopted Resolution 07-101 which established new development impact fees through
the preparation of an AB 1600 study. Said study, entitled “Yuba City Update of the AB 1600 Fee
Justification Study: dated October 10, 2007 (“Study”) is on file with the City Clerk of the City of
Yuba City; and

WHEREAS, the City Council on April 4, 2000 adopted Resolution 00-0028 establishing
development impact fees for repayment of costs associated with the perimeter conflict mitigation
and arterial landscape medians in the Buttes Vista Neighborhood Plan; and

WHEREAS, in August, 2012, the City Council adopted a resolution authorizing an
internal financing agreement and reimbursement agreement using the Library’s share of impact
fees to fund project 1147, Animal Control Facility; and

WHEREAS, the City annually adopts a comprehensive Capital Improvement Program to
prioritize identified street and drainage improvements and allocates funds to construct the
improvements as mitigation for continued development in the City; and

WHEREAS, these improvements are scheduled to be constructed over time as sufficient
funds become available; and

WHEREAS, these identified improvements are of such size that sufficient funds have not
been collected or obtained in order to construct these improvements by expending fees
collected within the five-year expenditure period provided by Government Code Section
66001(d); and

WHEREAS, fees collected previously as Parks and Recreation fees are necessary to
fund future Park improvement projects, including the Feather River Parkway Project, and fund
ongoing debt service for the Gauche Aquatic Park until such time as other funding sources are
received by the City; and
WHEREAS, fees collected previously and in the future as Roads fees are necessary to fund identified street and drainage improvements; and

WHEREAS, fees collected previously for the Community Center fees are necessary to fund a Community Center improvement project in the future when sufficient balances exist to fund the identified improvements; and

WHEREAS, fees collected previously for the Buttes Vista fees are necessary to fund neighborhood development costs associated with the preparation of the Buttes Vista Neighborhood Plan, acquisition and development of a neighborhood park, perimeter conflicts and landscaped medians.

WHEREAS, as of June 30, 2013 the Sutter Butte Flood Control Agency paid in full the remainder of the loan plus interest from the Library’s share of impact fees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES RESOLVE AS FOLLOWS:

Section 1. Recitals Incorporated by Reference. Incorporating the above Recitals as fact, finds that there remains a reasonable relationship between the current need for the Parks and Recreation, Community Center, Roads Program, and Buttes Vista fees and the purposes for which they were originally collected.

Section 2. This resolution shall become effective immediately upon its passage and adoption.

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 19th day of November 2013.

AYES:

NOES:

ABSENT:

________________________
John Buckland, Mayor

ATTEST:

________________________
Terrel Locke, City Clerk
There are eight reporting requirements on fees that the City must adhere to each fiscal year:

1. Create separate capital facilities funds or accounts for each improvement funded with impact fees (Government Code Section 66006(a)).

2. Remit all interest income earned by the fees to the same fund; interest income must be spent solely on the purpose for which the fee was originally collected (Section 66006(a)).

3. Within 180 days after the close of each fiscal year, prepare a public report concerning each impact fee fund. Such report must include the fund’s beginning and ending balance for the fiscal year, amount of fees and interest deposited into the fund for the fiscal year, and a description of each expenditure from the fund for that year, including identification of the improvement being funded (Section 66006(b)).

4. Review the report at a public meeting not less than 15 days after the report is released to the public (Section 66006(b)(2)).

5. If fees remain unexpended or uncommitted five years after being collected, the local agency is to make a finding that there remains a reasonable relationship between the current need for the fees and the purposes for which they were originally collected (Section 66001(d)).

6. Refund the current owner of lots, units or developed projects any fees, with accrued interest, for which continued need cannot be demonstrated (Section 66001(e)).

7. A local agency must not commingle fees with any other revenue, except for temporary investment purposes (Section 66006(a)).

8. A local agency may not spend impact fees for maintenance or operation of improvements funded with impact fees (Section 65913.8).
Government Code Section 66006 requires local agencies to submit an annual report detailing the status of development impact fees. The annual report must be made available to the public and presented to the City Council within 180 days of the close of a fiscal year.

This report summarizes the following information for each of the development fee programs:

1. Schedule of fees
2. Beginning and ending balances of the fee program
3. Revenue and expenditure information
4. Notes regarding loans or advances between the fee categories

### SUMMARY - FY 08/09 THRU FY 12/13

#### Category Fee Schedule - 06/30/13

<table>
<thead>
<tr>
<th>Category</th>
<th>Basis</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
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#### FY 08/09

<table>
<thead>
<tr>
<th>Category</th>
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<td>Development Fees</td>
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<td>Interest Earnings</td>
<td>1,562,161</td>
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<tr>
<td>Total Revenues</td>
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<tr>
<td>Total Expenditures</td>
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<tr>
<td>Revenue over or (under) Expenditure</td>
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<tr>
<td>Transfers In/Out</td>
<td>(683,760)</td>
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<tr>
<td>Total Other</td>
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<tr>
<td>Net revenue over/(under) expenditures</td>
<td>(2,221,797)</td>
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<tr>
<td>ENDING FUND BALANCE, JUNE 30</td>
<td>$20,275,802</td>
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Parks and Recreation
Revenues & Expenditures
FY 08/09 thru FY 12/13

<table>
<thead>
<tr>
<th>Category Fee Schedule - 06/30/13</th>
<th>Basis</th>
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</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>Unit  $ 6,470.99</td>
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<tr>
<td>Duplex</td>
<td>Unit  $ 5,924.09</td>
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<td>Mobile Home</td>
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<td>Commercial</td>
<td>Sq. Ft $ -</td>
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<tr>
<td>Multiple-Family Residential</td>
<td>Unit  $ 4,649.82</td>
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<td>Office</td>
<td>Sq. Ft $ -</td>
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<tr>
<td>Industrial</td>
<td>Sq. Ft $ -</td>
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<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING FUND BALANCE, JULY 1</td>
<td>$ 4,523,380</td>
<td>$ 4,165,326</td>
<td>$ 3,738,386</td>
<td>$ 3,505,118</td>
<td>$ 3,149,621</td>
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</tbody>
</table>

REVENUE

Development Fees | 176,779 | 60,198 | 51,978 | 9,746 | 98,220 |
Interest Earnings | 284,049 | 99,246 | 70,863 | 36,418 | 16,645 |
Total Revenues | 460,828 | 159,444 | 122,841 | 46,164 | 114,865 |

EXPENDITURES

Shanghai Park Water Feature | 93308 | 32,732 |
Park Master Plan | 931032 | 1,576 | 1,114 |
Park Improvements | 931029 | 224,094 | 2,264 |
Renovation of Sam Brannan Park | 931054 | 151,132 | 50,869 |
W. Onstott/S. Detention | 931030 | 5,344 | 10,097 |
Civic Center Field | 931086 | 2,510 | 4,076 |
Feather River Parkway Project | 931087 | 242,555 | 40,103 | 101,560 | 62,506 |
Future Park Planning & Design | 931088 | 142,355 | 13,189 | 8,780 | 1,219,076 |
Feather River Parkway Project - Phase II | 931166 | 7,850 |
Total Expenditures | 414,877 | 451,763 | 53,293 | 114,416 | 1,289,432 |

Revenue over or (under) Expenditure | 45,951 | (292,318) | 69,548 | (68,252) | (1,174,567) |

OTHER FINANCING SOURCES (USES)

Transfer In-Gauche Project Funds Returned-Debt Issued | 90422 |
Transfer In - Prop 50 Grant funds received | 931087 | 111,763 | 71,430 | 101,972 | 757,590 |
Transfer In - Butte Vista Neighborhood fee |
Transfer Out - Debt Service (365,231) | (243,995) | (374,246) | (389,217) | (386,571) |
Transfer Out - Project labor costs for Gauche (38,774) | (2,391) |
Total Other (404,005) | (134,622) | (302,816) | (287,245) | 371,019 |

Net revenue over/(under) expenditures (358,054) | (426,941) | (233,268) | (355,497) | (803,548) |

ENDING FUND BALANCE, JUNE 30

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 4,165,326</td>
<td>$ 3,738,386</td>
<td>$ 3,505,118</td>
<td>$ 3,149,621</td>
<td>$ 2,346,073</td>
<td></td>
</tr>
</tbody>
</table>

Note: In August 2006, COP’s were issued to provide funding for the Gauche Aquatics Park. The Parks and Recreation impact fees are responsible for 50% of the debt service payments (approx. $385,000/yr.). In June 2008, the City Council authorized a fund balance set aside reserve of $1,600,000 to ensure that sufficient impact fees are available to make future debt service payments in consideration of the significant decline in developer impact fee revenues received in recent years.

Conclusion: No fees have been held unexpended or uncommitted for more than five years; no refunds required.
The fund equity balance represents collected fees earmarked for ongoing Parks & Recreation projects.
### Community Center
#### Revenues & Expenditures
**FY 08/09 thru FY 12/13**

<table>
<thead>
<tr>
<th>Category Fee Schedule - 06/30/13</th>
<th>Basis</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
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<td>$227,936</td>
<td>$183,750</td>
<td>$203,193</td>
<td>$207,897</td>
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<td>Unit</td>
<td>$   -</td>
<td>$   -</td>
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<td>$   -</td>
</tr>
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<td>Mobile Home</td>
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**BEGINNING FUND BALANCE, JULY 1**

<table>
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<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development Fees</td>
<td>22,097</td>
<td>16,662</td>
<td>15,555</td>
<td>2,916</td>
<td></td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>25,277</td>
<td>5,316</td>
<td>3,888</td>
<td>2,310</td>
<td>1,496</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>47,374</td>
<td>21,978</td>
<td>19,443</td>
<td>5,226</td>
<td>1,496</td>
</tr>
</tbody>
</table>

**EXPENDITURES**

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase of Land - Poole Blvd (Police DIF Loan)</td>
<td>931076</td>
<td>1,602,335</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improvements to Buildings and Grounds</td>
<td>931028</td>
<td>66,163</td>
<td>522</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>1,602,335</td>
<td>66,163</td>
<td>-</td>
<td>522</td>
<td>-</td>
</tr>
</tbody>
</table>

**Revenue over or (under) Expenditure**

<table>
<thead>
<tr>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1,554,961)</td>
<td>(44,186)</td>
<td>19,443</td>
<td>4,704</td>
<td>1,496</td>
</tr>
</tbody>
</table>

**OTHER FINANCING SOURCES (USES)**

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer In-Gauche Project Funds Returned-Debt Issued</td>
<td>90425</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Other</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

**Net revenue over/(under) expenditures**

<table>
<thead>
<tr>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1,554,961)</td>
<td>(44,186)</td>
<td>19,443</td>
<td>4,704</td>
<td>1,496</td>
</tr>
</tbody>
</table>

**ENDING FUND BALANCE, JUNE 30**

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>227,936</td>
<td>183,750</td>
<td>203,193</td>
<td>207,897</td>
<td>209,393</td>
</tr>
</tbody>
</table>

**Note:** In December 2008, the City Council authorized a loan to the Police Department's share of impact fees from the Community Center's share of impact fees for the purchase of Land. Semi-Annual repayments of Principal and Interest will come from the Police Departments share of impact fees as they are collected.

**Conclusion:** No fees have been held unexpended or uncommitted for more than five years; no refunds required Effective 1/1/09, Council rescinded the Community Center fee.

However, in June 2009 Council adopted a resolution authorizing two major developers a temporary reduction of development impact fees for residential development projects utilizing the 2004 rates. An extension of this agreement was adopted in July 2011. However, it was determined that the categories should be allocated based on the Fee Study at the time of the agreement, not the categories applicable to the 2004 rates.
### Fire Protection

#### Revenues & Expenditures

**FY 08/09 thru FY 12/13**

<table>
<thead>
<tr>
<th>Category Fee Schedule - 06/30/13</th>
<th>Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>Unit  $ 1,429.71</td>
</tr>
<tr>
<td>Duplex</td>
<td>Unit  $ 1,308.20</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>Unit  $ 899.82</td>
</tr>
<tr>
<td>Commercial</td>
<td>Sq. Ft $ 0.22</td>
</tr>
<tr>
<td>Multiple-Family Residential</td>
<td>Unit  $ 1,026.86</td>
</tr>
<tr>
<td>Office</td>
<td>Sq. Ft $ 0.28</td>
</tr>
<tr>
<td>Industrial</td>
<td>Sq. Ft $ 0.08</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING FUND BALANCE, JULY 1</strong></td>
<td>$ 522,513</td>
<td>$ 167,969</td>
<td>$ 164,511</td>
<td>$ (101,560)</td>
<td>$ (653,859)</td>
</tr>
</tbody>
</table>

#### Revenue

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Fees</td>
<td>38,879</td>
<td>18,832</td>
<td>20,750</td>
<td>8,144</td>
<td>24,886</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>(32,077)</td>
<td>6,134</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>6,802</td>
<td>24,966</td>
<td>20,750</td>
<td>8,144</td>
<td>24,886</td>
</tr>
</tbody>
</table>

#### Expenditures

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Station Improvements</td>
<td>991001</td>
<td>9,500</td>
<td>4,014</td>
<td>257,635</td>
<td>6,962</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>-</td>
<td>9,500</td>
<td>4,014</td>
<td>257,635</td>
<td>6,962</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue over (or) under Expenditure</td>
<td>6,802</td>
<td>15,466</td>
<td>16,736</td>
<td>(249,492)</td>
<td>17,924</td>
</tr>
</tbody>
</table>

#### OTHER FINANCING SOURCES (USES)

| Transfer In - Return project funds not used | 90111 | 348,427 |
| Transfer In - Developer Contribution       | 991001| 20,000  |
| Transfer In - Fire Mitigation Fees         |      | 100,000 |
| Transfer Out - Debt Service                | (361,346) | (367,351) | (302,808) | (302,808) | (302,808) |
| **Total Other**                            | (361,346) | (18,924) | (282,808) | (302,808) | (202,808) |

| Net revenue over/(under) expenditures      | (354,543) | (3,458) | (266,071) | (552,299) | (184,884) |

<table>
<thead>
<tr>
<th><strong>ENDING FUND BALANCE, JUNE 30</strong></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 167,969</td>
<td>$ 164,511</td>
<td>$ (101,560)</td>
<td>$ (653,859)</td>
<td>$ (838,743)</td>
</tr>
</tbody>
</table>

---

**Note:** In April 2008, the City Council authorized a Lease Financing agreement for the construction of Fire Station #4. The Fire Departments portion of impact fees is responsible for 41.9% of the debt service payments (approx. $303,000/yr.).

**Conclusion:** No fees have been held unexpended or uncommitted for more than five years; no refunds required.
### Category Fee Schedule - 06/30/13

<table>
<thead>
<tr>
<th>Category</th>
<th>Basis</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>Unit</td>
<td>$958.04</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duplex</td>
<td>Unit</td>
<td>$876.57</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Home</td>
<td>Unit</td>
<td>$602.84</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>Sq. Ft</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multiple-Family Residential</td>
<td>Unit</td>
<td>$688.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td>Sq. Ft</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Library Services

#### Revenues & Expenditures

**FY 08/09 thru FY 12/13**

**BEGINNING FUND BALANCE, JULY 1**

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,169,351</td>
<td>$1,349,404</td>
<td>$802,501</td>
<td>$837,257</td>
<td>$2,169,756</td>
</tr>
</tbody>
</table>

**REVENUE**

<table>
<thead>
<tr>
<th>Source</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Fees</td>
<td>28,684</td>
<td>19,737</td>
<td>18,423</td>
<td>3,454</td>
<td>14,547</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>151,369</td>
<td>20,135</td>
<td>16,333</td>
<td>16,644</td>
<td>10,870</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>180,053</td>
<td>39,872</td>
<td>34,756</td>
<td>20,099</td>
<td>25,417</td>
</tr>
</tbody>
</table>

**EXPENDITURES**

<table>
<thead>
<tr>
<th>Category</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Control Facility</td>
<td>931147</td>
<td></td>
<td></td>
<td>3,409</td>
<td>1,845,689</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td></td>
<td>-</td>
<td>-</td>
<td>3,409</td>
<td>1,845,689</td>
</tr>
<tr>
<td>Revenue over or (under) Expenditure</td>
<td>180,053</td>
<td>39,872</td>
<td>34,756</td>
<td>16,689</td>
<td>(1,820,272)</td>
</tr>
</tbody>
</table>

**OTHER FINANCING SOURCES (USES)**

<table>
<thead>
<tr>
<th>Source</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer In - SBFCA (see note)</td>
<td></td>
<td></td>
<td></td>
<td>1,315,810</td>
<td>1,339,350</td>
</tr>
<tr>
<td>Transfer Out - SBFCA (see note)</td>
<td>(586,775)</td>
<td></td>
<td></td>
<td></td>
<td>(257,114)</td>
</tr>
<tr>
<td><strong>Total Other</strong></td>
<td></td>
<td></td>
<td></td>
<td>1,315,810</td>
<td>1,082,236</td>
</tr>
<tr>
<td>Net revenue over/(under) expenditures</td>
<td>180,053</td>
<td>(564,903)</td>
<td>34,756</td>
<td>1,332,499</td>
<td>(738,036)</td>
</tr>
</tbody>
</table>

**ENDING FUND BALANCE, JUNE 30**

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,349,404</td>
<td>$802,501</td>
<td>$837,257</td>
<td>$2,169,756</td>
<td>$1,431,720</td>
</tr>
</tbody>
</table>

**Note:** In April 2008 and in May 2009, the City Council adopted resolutions authorizing the City of Yuba City to advance funds to the Sutter Buttes Flood Control Agency (SBFCA). The funds for this loan were borrowed from the Library’s share of impact fees to be repaid with interest. In June, 2013 the balance due plus interest was paid in full.

**Conclusion:** No fees have been held unexpended or uncommitted for more than five years; no refunds required.

The fund equity balance represents collected fees earmarked for an internal loan on the construction of a new Animal Control facility.
Police Protection
Revenues & Expenditures
FY 08/09 thru FY 12/13

Category Fee Schedule - 06/30/13

<table>
<thead>
<tr>
<th>Category</th>
<th>Basis</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>Unit $</td>
<td>1,256.38</td>
<td>1,256.38</td>
<td>1,256.38</td>
<td>1,256.38</td>
<td>1,256.38</td>
</tr>
<tr>
<td>Duplex</td>
<td>Unit $</td>
<td>1,150.64</td>
<td>1,150.64</td>
<td>1,150.64</td>
<td>1,150.64</td>
<td>1,150.64</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>Unit $</td>
<td>791.22</td>
<td>791.22</td>
<td>791.22</td>
<td>791.22</td>
<td>791.22</td>
</tr>
<tr>
<td>Commercial</td>
<td>Sq. Ft $</td>
<td>0.19</td>
<td>0.19</td>
<td>0.19</td>
<td>0.19</td>
<td>0.19</td>
</tr>
<tr>
<td>Multiple-Family Residential</td>
<td>Unit $</td>
<td>903.63</td>
<td>903.63</td>
<td>903.63</td>
<td>903.63</td>
<td>903.63</td>
</tr>
<tr>
<td>Office</td>
<td>Sq. Ft $</td>
<td>0.25</td>
<td>0.25</td>
<td>0.25</td>
<td>0.25</td>
<td>0.25</td>
</tr>
<tr>
<td>Industrial</td>
<td>Sq. Ft $</td>
<td>0.07</td>
<td>0.07</td>
<td>0.07</td>
<td>0.07</td>
<td>0.07</td>
</tr>
</tbody>
</table>

REVENUE

<table>
<thead>
<tr>
<th>Revenue</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Fees</td>
<td>31,349</td>
<td>15,191</td>
<td>16,962</td>
<td>6,910</td>
<td>21,895</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>(46,498)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td>(15,149)</td>
<td>15,191</td>
<td>16,962</td>
<td>6,910</td>
<td>21,895</td>
</tr>
</tbody>
</table>

EXPENDITURES

| Total Expenditures           | -        | -        | -        | -        | -        |
| Revenue over or (under) Expenditure | (15,149) | 15,191   | 16,962   | 6,910    | 21,895   |

OTHER FINANCING SOURCES (USES)

| Transfer In                  |          |          |          |          |          |
| Transfer Out - Debt Service  | (234,180)| (117,076)| (117,076)| (117,076)|          |
| Transfer Out - Internal Service Funds for PD Upgrades | (82,500) |          |          |          |          |
| Total Other                  | -        | (234,180)| (199,576)| (117,076)| (117,076)|
| Net revenue over/(under) expenditures | (15,149) | (218,990)| (182,614)| (110,166)| (95,181) |

ENDING FUND BALANCE, JUNE 30

<table>
<thead>
<tr>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ (386,540)</td>
<td>$ (401,689)</td>
<td>$ (620,679)</td>
<td>$ (803,292)</td>
<td>$ (913,458)</td>
</tr>
</tbody>
</table>

Note: In April 2008, the City Council authorized a Lease Financing agreement for the construction of Fire Station #4. A portion of those funds were allocated to the Police Department Expansion project. The Police Departments portion of impact fees is responsible for 16.2% of the debt service payments (approx. $117,000/yr.). In addition, a Due To/Due From has been recorded for reimbursement to the City's General Fund for expenditures spent on the Police Expansion Project.

Conclusion: No fees have been held unexpended or uncommitted for more than five years; no refunds required.
## Roads
### Revenues & Expenditures
#### FY 08/09 thru FY 12/13

<table>
<thead>
<tr>
<th>Category Fee Schedule - 06/30/13</th>
<th>Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>Unit</td>
</tr>
<tr>
<td>Duplex</td>
<td>Unit</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>Unit</td>
</tr>
<tr>
<td>Commercial</td>
<td>Sq. Ft</td>
</tr>
<tr>
<td>Multiple-Family Residential</td>
<td>Unit</td>
</tr>
<tr>
<td>Office</td>
<td>Sq. Ft</td>
</tr>
<tr>
<td>Industrial</td>
<td>Sq. Ft</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING FUND BALANCE, JULY 1</td>
<td>$14,722,291</td>
<td>$14,670,197</td>
<td>$14,586,829</td>
<td>$12,412,897</td>
</tr>
</tbody>
</table>

### Revenue

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development Fees</td>
<td>365,107</td>
<td>195,214</td>
<td>186,185</td>
<td>64,607</td>
<td>222,421</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>349,194</td>
<td>338,560</td>
<td>254,645</td>
<td>120,318</td>
<td>76,203</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>714,301</td>
<td>533,775</td>
<td>440,830</td>
<td>184,925</td>
<td>298,624</td>
</tr>
</tbody>
</table>

### Expenditures

<table>
<thead>
<tr>
<th>Project Description</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. Yuba City Storm Pump Station</td>
<td>40,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traffic Signals</td>
<td>539,511</td>
<td>519,024</td>
<td>50,368</td>
<td>304,779</td>
<td></td>
</tr>
<tr>
<td>Improvements to Buildings and Grounds</td>
<td>999</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major Arterial Widening</td>
<td>2,408</td>
<td>3,203</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Queens Av/SR99 Interchange</td>
<td>59,604</td>
<td>323,180</td>
<td>55,074</td>
<td>1,261,505</td>
<td>7,013</td>
</tr>
<tr>
<td>Lincoln Road Reconst. RR to Garden</td>
<td>28,720</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spirit/El Margarita</td>
<td>46,565</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Western Parkway/SR20 Intersection</td>
<td>10,083</td>
<td>1,056</td>
<td>1,030,858</td>
<td>102,034</td>
<td>340,635</td>
</tr>
<tr>
<td>GH Impr/Second to Lincoln</td>
<td>203,834</td>
<td>16,475</td>
<td>712</td>
<td>1,560</td>
<td></td>
</tr>
<tr>
<td>Bridge Street Reconstruction</td>
<td>62,442</td>
<td>191,189</td>
<td>26,428</td>
<td>369</td>
<td></td>
</tr>
<tr>
<td>Franklin/Walton Improvements</td>
<td>89,704</td>
<td>440,687</td>
<td>1,621,221</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tharp Road Widening</td>
<td>115</td>
<td>3,305</td>
<td>4,351</td>
<td>178,349</td>
<td>330</td>
</tr>
<tr>
<td>Queens Avenue Extension</td>
<td></td>
<td></td>
<td></td>
<td>71,118</td>
<td></td>
</tr>
<tr>
<td>Garden Hwy Improvements</td>
<td></td>
<td></td>
<td></td>
<td>3,873</td>
<td></td>
</tr>
<tr>
<td>Garden Hwy Rehabilitation</td>
<td></td>
<td></td>
<td></td>
<td>1,771</td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>1,082,987</td>
<td>1,498,120</td>
<td>2,790,012</td>
<td>1,919,716</td>
<td>353,363</td>
</tr>
</tbody>
</table>

Net revenue over/(under) expenditures

(368,685) (964,346) (2,349,182) (1,734,791) (54,739)

### Other Financing Sources (Uses)

<table>
<thead>
<tr>
<th>Sources</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer In-Bridge St Wdn/Cooper to Grey funds not used</td>
<td>316,591</td>
<td>1,015,728</td>
<td>40,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer In/Out - Subdivision Improvement/Reimbursement Agreements</td>
<td>134,750</td>
<td>134,750</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Other</td>
<td>316,591</td>
<td>880,978</td>
<td>175,250</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Net revenue over/(under) expenditures

(52,094) (83,368) (2,173,932) (1,734,791) (54,739)

### Ending Fund Balance, June 30

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING FUND BALANCE, JULY 1</td>
<td>$14,670,197</td>
<td>$14,586,829</td>
<td>$12,412,897</td>
<td>$10,678,106</td>
<td>$10,623,367</td>
</tr>
</tbody>
</table>

### Conclusion:

No fees have been held unexpended or uncommitted for more than five years; no refunds required.

The fund equity balance represents collected fees earmarked for ongoing roads projects.
Civic Center
Revenues & Expenditures
FY 08/09 thru FY 12/13

<table>
<thead>
<tr>
<th>Category Fee Schedule - 06/30/13</th>
<th>Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>Unit  $ 542.05</td>
</tr>
<tr>
<td>Duplex</td>
<td>Unit  $ 497.10</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>Unit  $ 341.31</td>
</tr>
<tr>
<td>Commercial</td>
<td>Sq. Ft $ 0.08</td>
</tr>
<tr>
<td>Multiple-Family Residential</td>
<td>Unit  $ 389.68</td>
</tr>
<tr>
<td>Office</td>
<td>Sq. Ft $ -</td>
</tr>
<tr>
<td>Industrial</td>
<td>Sq. Ft $ -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING FUND BALANCE, JULY 1</td>
<td>$ -</td>
<td>$ 1,429</td>
<td>$ 2,701</td>
<td>$ 3,594</td>
</tr>
</tbody>
</table>

**REVENUE**

- Development Fees  
  FY 08/09: 1,402  
  FY 09/10: 1,220  
  FY 10/11: 819  
  FY 11/12: 9,172

- Interest Earnings  
  FY 08/09: 27  
  FY 09/10: 52  
  FY 10/11: 74  
  FY 11/12: 40  
  FY 12/13: 57

**TOTAL REVENUES**

- FY 08/09: 1,429  
- FY 09/10: 1,272  
- FY 10/11: 892  
- FY 11/12: 40  
- FY 12/13: 9,228

**EXPENDITURES**

- Improvements to Building and Grounds  
  FY 08/09 thru FY 12/13: 931028  
  FY 11/12: 562

**TOTAL EXPENDITURES**

- FY 08/09 thru FY 12/13: 562

**REVENUE over or (under) Expenditure**

- FY 08/09 thru FY 11/12: 8,666

**OTHER FINANCING SOURCES (USES)**

- Transfer In  
- Transfer Out  
- Total Other  

**NET revenue (over)(under) expenditures**

- FY 08/09 thru FY 12/13: 8,666

**ENDING FUND BALANCE, JUNE 30**

- FY 08/09 thru FY 12/13: 12,300

**Conclusion:** No fees have been held unexpended or uncommitted for more than five years; no refunds required. The fund equity balance represents collected fees earmarked for future civic center projects.
## Corporation Yard

### Revenues & Expenditures

**FY 08/09 thru FY 12/13**

<table>
<thead>
<tr>
<th>Category Fee Schedule - 06/30/13</th>
<th>Basis</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 11/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>Unit $</td>
<td>855.09</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duplex</td>
<td>Unit $</td>
<td>782.26</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Home</td>
<td>Unit $</td>
<td>538.56</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>Sq. Ft $</td>
<td>0.13</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multiple-Family Residential</td>
<td>Unit $</td>
<td>614.01</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td>Sq. Ft $</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Industrial</td>
<td>Sq. Ft $</td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### BEGINNING FUND BALANCE, JULY 1

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 11/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development Fees</td>
<td>2,211</td>
<td>1,925</td>
<td>1,292</td>
<td>14,459</td>
<td></td>
</tr>
<tr>
<td>Interest Earnings</td>
<td>43</td>
<td>83</td>
<td>116</td>
<td>64</td>
<td>96</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>2,254</td>
<td>2,008</td>
<td>1,408</td>
<td>64</td>
<td>14,554</td>
</tr>
</tbody>
</table>

### EXPENDITURES

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Expenditures</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### Revenue over or (under) Expenditure

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 11/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue over or (under) Expenditure</td>
<td>2,254</td>
<td>2,008</td>
<td>1,408</td>
<td>64</td>
<td>14,554</td>
</tr>
</tbody>
</table>

### OTHER FINANCING SOURCES (USES)

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfer Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### Total Other

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Other</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

### Net revenue over/(under) expenditures

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 11/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net revenue over/(under) expenditures</td>
<td>2,254</td>
<td>2,008</td>
<td>1,408</td>
<td>64</td>
<td>14,554</td>
</tr>
</tbody>
</table>

### ENDING FUND BALANCE, JUNE 30

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 11/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>2,254</td>
<td>4,262</td>
<td>5,671</td>
<td>5,734</td>
<td>20,289</td>
</tr>
</tbody>
</table>

**Conclusion:** No fees have been held unexpended or uncommitted for more than five years; no refunds required. The fund equity balance represents collected fees earmarked for future corporation yard projects.
## Administration

### Revenues & Expenditures

#### FY 08/09 thru FY 12/13

<table>
<thead>
<tr>
<th>Category Fee Schedule - 06/30/13</th>
<th>Basis</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>Unit</td>
<td>$482.17</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Duplex</td>
<td>Unit</td>
<td>$468.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mobile Home</td>
<td>Unit</td>
<td>$299.20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial</td>
<td>Sq. Ft</td>
<td>$0.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multiple-Family Residential</td>
<td>Unit</td>
<td>$319.12</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td>Sq. Ft</td>
<td>$-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Industrial</td>
<td>Sq. Ft</td>
<td>$-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Revenues

- **Development Fees**: $1,247, $3,630, $2,437, $9,721
- **Interest Earnings**: $24, $79, $157, $85, $66
- **Total Revenues**: $1,271, $3,709, $2,594, $85, $9,788

### Expenditures

- **Total Expenditures**: $- , $- , $- , $- , $- 
- **Revenue over (under) Expenditure**: $1,271, $3,709, $2,594, $85, $9,788

### Other Financing Sources (Uses)

- **Transfer In**: $- , $- , $- , $- , $- 
- **Transfer Out**: $(7,660)
- **Total Other**: $- , $- , $- , $- , $(7,660)
- **Net revenue over/(under) expenditures**: $1,271, $3,709, $2,594, $85, $2,128

### Ending Fund Balance, June 30

<table>
<thead>
<tr>
<th></th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING FUND BALANCE, JULY 1</td>
<td>$-</td>
<td>$-</td>
<td>$1,271</td>
<td>$4,980</td>
<td>$7,575</td>
</tr>
<tr>
<td>ENDING FUND BALANCE, JUNE 30</td>
<td>$1,271</td>
<td>$4,980</td>
<td>$7,575</td>
<td>$7,660</td>
<td>$9,788</td>
</tr>
</tbody>
</table>

Note: A two percent (2.0%) fee was included in the Fee Justification Study to pay for the ongoing administration of the program.
### Levee Fee

**Revenues & Expenditures**

**FY 08/09 thru FY 12/13**

<table>
<thead>
<tr>
<th>Category Fee Schedule - 06/30/13</th>
<th>Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>Unit  $ 3,285.38</td>
</tr>
<tr>
<td>Duplex</td>
<td>Unit  $ 2,847.62</td>
</tr>
<tr>
<td>Mobile Home</td>
<td>Unit  $ 1,960.53</td>
</tr>
<tr>
<td>Commercial</td>
<td>Sq. Ft $ 0.53</td>
</tr>
<tr>
<td>Multiple-Family Residential</td>
<td>Unit  $ 2,354.92</td>
</tr>
<tr>
<td>Office</td>
<td>Sq. Ft $ 0.75</td>
</tr>
<tr>
<td>Industrial</td>
<td>Sq. Ft $ 0.26</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
<th>FY 12/13</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING FUND BALANCE, JULY 1</td>
<td>$ 37,823</td>
<td>(37,843)</td>
<td>67,877</td>
<td>198,298</td>
</tr>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Development Fees</td>
<td>159,335</td>
<td>105,720</td>
<td>130,421</td>
<td>33,095</td>
</tr>
<tr>
<td>Interest Earnings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td>159,335</td>
<td>105,720</td>
<td>130,421</td>
<td>33,095</td>
</tr>
<tr>
<td>EXPENDITURES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Revenue over or (under) Expenditure</td>
<td>159,335</td>
<td>105,720</td>
<td>130,421</td>
<td>33,095</td>
</tr>
<tr>
<td>OTHER FINANCING SOURCES (USES)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer In</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer Out - SBFCA</td>
<td>(235,000)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Other</td>
<td>(235,000)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Net revenue over/(under) expenditures</td>
<td>(75,665)</td>
<td>105,720</td>
<td>130,421</td>
<td>33,095</td>
</tr>
<tr>
<td>ENDING FUND BALANCE, JUNE 30</td>
<td>$ (37,843)</td>
<td>67,877</td>
<td>198,298</td>
<td>231,393</td>
</tr>
</tbody>
</table>

**Note:** In June 2008, the City Council adopted a resolution authorizing the City of Yuba City to advance funds to the Sutter Buttes Flood Control Agency from Levee Impact Fees expected to be collected during the FY 08/09. In June, 2013 the balance due plus interest was paid in full.

**Conclusion:** No fees have been held unexpended or uncommitted for more than five years; no refunds required. The fund equity balance represents collected fees earmarked for future levee improvement projects.
### Buttes Vista

**Revenues & Expenditures**  
**FY 08/09 thru FY 12/13**

#### Category Fee Schedule - 06/30/13

<table>
<thead>
<tr>
<th>Basis</th>
<th>Unit</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Residential</td>
<td>$1,832.04</td>
<td>Single Unit</td>
</tr>
<tr>
<td>Duplex/4-Plex</td>
<td>$1,701.19</td>
<td>Unit</td>
</tr>
<tr>
<td>Multiple-Family Residential</td>
<td>$1,406.71</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>FY 07/08</th>
<th>FY 08/09</th>
<th>FY 09/10</th>
<th>FY 10/11</th>
<th>FY 11/12</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEGINNING FUND BALANCE, JULY 1</strong></td>
<td>$125,884</td>
<td>$129,548</td>
<td>$135,044</td>
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<td><strong>REVENUE</strong></td>
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<td>Development Fees</td>
<td>3,664</td>
<td>5,496</td>
<td>3,664</td>
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<td>Interest Earnings</td>
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<td>1,011</td>
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<td><strong>Total Revenues</strong></td>
<td>3,664</td>
<td>5,496</td>
<td>3,664</td>
<td>1,832</td>
<td>1,011</td>
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<td><strong>EXPENDITURES</strong></td>
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<td>Total Expenditures</td>
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<tr>
<td>Revenue over or (under) Expenditure</td>
<td>3,664</td>
<td>5,496</td>
<td>3,664</td>
<td>1,832</td>
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<td><strong>OTHER FINANCING SOURCES (USES)</strong></td>
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<td>Transfer In</td>
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<tr>
<td>Transfer Out - P &amp; R Impact Fee allocation</td>
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<tr>
<td><strong>Total Other</strong></td>
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<td>Net revenue over/(under) expenditures</td>
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<td>5,496</td>
<td>3,664</td>
<td>1,832</td>
<td>1,011</td>
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<td><strong>ENDING FUND BALANCE, JUNE 30</strong></td>
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<td>$135,044</td>
<td>$138,708</td>
<td>$140,540</td>
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**Note:** On April 20, 1999, the City Council adopted Resolution 99-021 establishing Development Impact Fees for repayment of costs associated with the preparation of the Buttes Vista Neighborhood Plan and the acquisition and development of a neighborhood park in the project area.  
On April 4, 2000, the City Council adopted Resolution 00-28 establishing additional Development Impact Fees for repayment of costs associated with the perimeter conflict mitigation and arterial landscape medians in the Buttes Vista Neighborhood Plan.

**Conclusion:** No fees have been held unexpended or uncommitted for more than five years; no refunds required. The fund equity balance represents collected fees earmarked for future Buttes Vista Neighborhood projects.
Date: November 19, 2013
To: Honorable Mayor and Members of the City Council
From: Community Development Department
Presentation By: Aaron M. Busch, Community Development Director

Summary
Subject: Appointment to the “Oversight Board” of the former Yuba City Redevelopment Agency

Recommendation: Appoint Economic Development Manager Darin Gale to serve on the “Oversight Board” of the former Yuba City Redevelopment Agency as the Board Member Representing the Employees of the Former Redevelopment Agency in compliance with the requirements of AB 1X 26

Fiscal Impact: None.

Purpose:
Approval of an appointment to the mandated Oversight Board in compliance with the requirements of AB 1X26.

Background:
The City of Yuba City serves as the Successor Agency to the Redevelopment Agency of the City of Yuba City to wind down the affairs of the Agency. The Successor Agency’s activities are subject to review and approval by an Oversight Board.

The Oversight Board is comprised of seven appointees as follows:

- One member appointed by the county board of supervisors;
- One member appointed by the mayor for the city that created the redevelopment agency;
- One member appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the redevelopment agency that is eligible to receive property tax revenues pursuant to Section 34188;
- One member appointed by the county superintendent of education;
- One member appointed by the Chancellor of the California Community Colleges;
- One member of the public appointed by the county board of supervisors; and
- One member representing the employees of the former redevelopment agency appointed by the mayor.
The Oversight Board is charged with overseeing the activities of the Successor Agency to the former Redevelopment Agency, as it discharges its obligations, disposes of assets, and winds down redevelopment activities.

**Discussion:**

In February 2012, Assistant City Manager Steve Kroeger was appointed by Council to represent the former Redevelopment Agency employee group. Mr. Kroeger, as City Manager, will be serving as the Executive Director of the Successor Agency and needs to step down from his position on the Oversight Board, leaving a vacancy.

It is recommended that the City Council confirm Economic Development Manager Darin Gale to replace Mr. Kroeger and serve as the member representing the employee group of the former redevelopment agency.

**Fiscal Impact:**

None.

**Recommendation:**

Confirm the appointment of Economic Development Manager Darin Gale as the Board Member Representing the Employees of the Former Redevelopment Agency to serve on the “Oversight Board” of the former Yuba City Redevelopment Agency in compliance with the requirements of AB 1X 26.

Prepared By:       Submitted By:

/s/ Aaron M. Busch      /s/ Steven. C. Kroeger
Aaron M. Busch           Steven C. Kroeger
Community Development Director     City Manager

Reviewed By:

Finance                    RB
City Attorney               TH
Date: November 19, 2013  
To: Honorable Mayor & Members of the City Council  
From: Administration  
Presentation By: Darin Gale, Economic Development Manager

Summary

Subject: Annual Report from the Downtown Yuba City Business Improvement District and Proposed Levy of Annual Assessment for 2014

Recommendation: Approve the Annual Report as filed, adopt a Resolution of Intention to Levy and Collect 2014 Annual Assessments, and set a public hearing for December 17, 2013

Fiscal Impact: None related to levy and collection of annual assessments.

Purpose:

To provide notice and opportunity for comment regarding the 2014 Assessment Levy for the Downtown Business Improvement District.

Background:

Pursuant to Chapter 9, Title 3 of the Yuba City Municipal Code, the Downtown Yuba City Business Association (DBA) has submitted its Annual Report. The report highlights accomplishments for the past year and identifies activities and improvements to be funded for the coming year. The boundaries of the District and the assessments to be collected are proposed to remain the same as last year.

Annually, renewal of the Downtown Business Association’s Business Improvement District (BID) is accomplished in a two-part process. Tonight, is the first part with the adoption of a resolution declaring the City’s intent to levy an assessment and ordering a public hearing. At the next meeting, the second part will be a public hearing and consideration of a resolution confirming the Annual Report and levying the assessments for 2014.

Revenue from the assessments levied in the BID is used to fund improvements and activities to promote the District. The types of activities to be funded include: Promotion of public events; promotion of tourism, and; activities that benefit businesses located and operating in the BID.

Members of the DBA will present the Annual Report to the Council. They will provide an overview of the past year and projections for the future. The key focus of the DBA is establishing a strong leadership structure and structuring a marketing campaign for the Downtown. Economic success of the downtown is a priority achieved through the combined efforts of all the businesses in the district.

There are three established committees of the DBA: Executive, Finance and the Marketing/Membership/Beautification Committee. The DBA is charged with carrying out the activities of the BID. The attached Annual Report outlines the accomplishments of each committee during the 2013 calendar year.
Analysis:
In the coming fiscal year, the DBA anticipates that it will collect approximately $25,000 in assessments. This is based on collection information from the past years of the BID operations. Timely collection of assessments is improving, since the DBA contracted a bookkeeper to manage the billing and collection for the BID. The DBA successfully was awarded several judgments through the small claims process on the merchants that were years behind paying their dues.

Anticipated Associate member contributions for the coming fiscal year are projected to be approximately $6,000. Associate members represent a variety of interested parties outside the BID boundaries and are committed to the revitalization and success of downtown Yuba City.

The BID is crucial to the economic survival of the downtown merchants especially during these hard economical times. The assessment district funds will market the downtown whereas some individual merchants would not be able to market on their own. The DBA is currently managing the marketing efforts for downtown and will continue to do so for the district and the future of the downtown. It is the expressed desire of the DBA that the BID assessments continue.

Fiscal Impact:
None related to levy and collection of annual assessments.

Alternatives:
1) Do not levy assessments.
2) Identify alternate funding source for Downtown improvements and activities.

Recommendation:
Approve the Annual Report as filed, adopt a Resolution of Intention to Levy and Collect 2014 Annual Assessments, and set a public hearing for December 17th, 2013.

Attachments:
- Resolution of Intention to Levy Annual Assessment
- Annual Report from the Downtown Business Association

Prepared By: Darin Gale
Submitted By: Steven C. Kroeger
Darin Gale
Economic Development Manager
Steven C. Kroeger
City Manager

Reviewed By:
Finance RB
City Attorney TH
November 4, 2013

Mayor John Buckland
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Dear Mayor Buckland and Members of the City Council,

The Yuba City Downtown Business Association (DBA) has had what we consider a successful year, along with a great deal of transitions. Tim McKenna led the DBA for the previous few years building a strong, enthusiastic and dedicated board.

The DBA had partnered with the Yuba-Sutter Chamber of Commerce for a one-year period for the DBA coordinator and events management. We believe that was a strong partnership and had two of our most successful strolls. In August 2013 we ended the partnership and have now hired a very competent office coordinator; and along with the passionate events committee chairperson, Fotine HalikikasKopriva, are in the planning stages of the Christmas Stroll without hiring an events manager.

The Marketing Committee chairperson, Terri Tomlinson, had led her team to re-focus on the mission of the DBA, providing more exposure for the businesses in the district. The DBA launched a free monthly community event titled “Twilight Thursday” where the public can enjoy free music and the beautiful ambiance our downtown offers. The City supported this event by placing announcements in the water bills.

The business owner in the district continue to have mixed results, but mostly I hear sales are improving and have even heard “I’ve had the best month/year ever”. The DBA’s finances are at the strongest position in years, primarily due to the accomplishment of the Strolls and board commitment to find ways to reduce expenses.

I want to thank Tim McKenna for building such strong board and wish to thank all the board members for their sustained passion to support the continued successes of the vibrant downtown. I am hopeful to continue the momentum of this board.

The DBA is ever grateful for the continued support of the City Council and City Staff; we could not have been as successful without your enthusiasm.

Sincerely,

Lee-Ann Cimino
President, Yuba City Downtown Business Association
To: Honorable Mayor and members of the City Council

Cc: Steven Kroeger, Interim City Manager

From: Board of Directors – Yuba City Downtown Business Association

RE: Annual Report – Fiscal Year 2013

Date: November 8th, 2013

1. NAME: Yuba City Downtown Business Association

2. FISCAL YEAR: January 1, 2013 to December 31, 2013

3. BOUNDARY/ZONE CHANGES: None
   (See existing boundaries on Exhibit A)

4. ACCOMPLISHMENTS OF YUBA CITY DOWNTOWN BUSINESS ASSOCIATION DURING 2013
   (See Exhibit B)

5. LIST OF 2013-14 YCDBA DIRECTORS AND COMMITTEE MEMBERS
   (See Exhibit C)

6. PROPOSED IMPROVEMENTS AND ACTIVITIES (FY 2014)
   (See Exhibit D)

7. ESTIMATED COST OF IMPROVEMENTS AND ACTIVITIES (FY 2014)
   (See Annual Budget on Exhibit E)

8. AMOUNT OF SURPLUS/DEFICIT REVENUES TO BE CARRIED OVER FROM FY 2013-2014
   (See Annual Budget on Exhibit E)

9. ESTIMATED REVENUES (FY 2014)
   (See Annual Budget on Exhibit E)

10. BASIS OF ASSESSMENT (FY 2014)
    (See Self-Computation Form for Assessment Fees on Exhibit F)
Mission of the Organization:

The mission of the Yuba City Downtown Business Association is to preserve, promote and encourage aspiring businesses and provide a safe, clean center of culture and community life for residents and visitors alike.

Executive/Finance Committee Accomplishments for 2013

- **City of Yuba City**
  - Attended City Council meetings when issues of downtown are on the agenda. A representative from the DBA Board would present to the Council when necessary. Updated members of the association as needed to items pertaining to the downtown via email, newsletter and direct mail.
  - Presented Annual BID Renewal Report in December 2012

- **Community Involvement**
  - April
    - Twilight Thursday (monthly through November) Shopping, live music and an artist reception at The Theater Gallery
  - May
    - Cinco De Mayo Parade hosted by RVR Enterprises
  - June
    - Yuba City Downtown Summer Stroll, free community event
  - November
    - Return of the Holiday Preview as the final “Twilight Thursday” of the year
  - December
    - Christmas Stroll, free community event

- **Yuba College Small Business Development Center/Chamber of Commerce**
  - Provided pamphlets and brochures in the New Merchant packages on the Yuba College Small Business Development Center

- **Memberships**
  - The DBA belongs and supports the California Downtown Association, Yuba Sutter Chamber of Commerce and CalFest
EXHIBIT B

DBA
- DBA President Lee Ann Cimino keeping the organization moving forward
- Maintained active Board of Directors and active committees
- Contracted with the Yuba-Sutter Chamber of Commerce as an Events Manager; for the Christmas Stroll 2012 and Summer Stroll 2013
- Contracted with the Yuba-Sutter Chamber of Commerce, at an hourly rate, for coordinator duties through August 2013
- Contracted with Hannaford Consulting, through October 2014, to take over administrative/events coordinator duties upon expiration of Yuba-Sutter Chamber of Commerce contract
- Reduced committee structure down to three- Executive/Finance, Marketing/Membership/Beautification and Events as of August 2nd
- Utilized the sidewalk scrubbing machine with volunteer labor.
- Relocated the DBA office, in August, due to remodel at previous location
- The Board elected not to have an annual strategic planning/training meeting in 2013. We will strive to conduct such meetings every few years and have included, as exhibit D, the last meeting in 2012. The Board now meets monthly, outside the normal board meeting, primarily for the purpose of strategic discussions.

Finance
Function of the Finance Committee: To monitor collection/billing of BID Assessments and review expenditures of the DBA.

Accomplishments 2013
- The DBA bookkeeper continues the efforts of contacting the businesses regarding past due status and works with them to set up a payment schedule
- The DBA bookkeeper met with the finance committee and has turned over several businesses to collections. These efforts over the past couple of years have proven to be effective and reduced the amount of uncollectibles
- Partnership with the City handing out information on the BID along with the issuance of the Business License for business owners in the BID on Plumas Street
- Established 2014 Budget with the assistance of the bookkeeper
**EXHIBIT B**

**Events Committee’s Accomplishments for 2013**

**Function of the Events Committee:** To manage and successfully produce the signature events for Downtown

- This event was managed by the Downtown Business Association with the coordination of the Yuba-Sutter Chamber of Commerce for the first time handling logistics and volunteer staffing. The event took place on December 7th, 5-9pm and included a Christmas Tree Decorating contest, the 5th annual gingerbread house competition, free entertainment, kids zone, Christmas Parade and Official Downtown Tree Lighting ceremony, pictures with Santa and more. Over 135 vendors participated, which resulted in a very successful, community event.

- This event was managed by the Downtown Business Association with the coordination of the Yuba-Sutter Chamber of Commerce and Greg Irwin as DBA coordinator. The event was moved to Saturday, June 22nd with new hours starting at 2:00 pm – 9:00 pm. Over 100 vendors, 4 stage areas of entertainment, the Beer Garden sponsored by The Happy Viking, children’s area, water features and numerous other activities provided throughout the day.

**Marketing/Membership/Beautification Committee**

**Accomplishments for 2012**

**Function of the Marketing Committee:** To develop and create marketing and branding for Downtown as a destination along with events

- **Downtown Marketing**
  - DBA Committee decided on the following Marketing Plan:
    - Continue to manage content internally on Website
    - Radio ad’s featuring downtown merchants for personal touch- Ran quarterly this year.
    - Continue distribution of the book marks thanking patrons for shopping local
    - Monthly Plumas Street page in the Appeal-Democrat, prominent advertising for signature Stroll events
    - Increase social media presence on Facebook, promoting individual businesses, specials and the events

- **Wi Fi**
  - Free Wi Fi access is available in the 3 block area of downtown Plumas Street. The service is provided out of the DBA office.
  - The DBA Board is working on a solution to the lack of Wi Fi access along specific portions of the street
EXHIBIT B

- **Directories**
  - 2014 Business and Restaurant directory reprints are in the works for January

**Function of the Membership Committee:** To welcome new merchants, and recruit Associate Members, to the DBA and to keep the entire membership informed as to the activities of the Board/Committees on behalf of the Business Improvement District. The Membership Committee has been merged with the Marketing Committee.

- **Associate Members**
  - The DBA has several Associate Members of the Downtown. These are businesses that are not located downtown, however want to be part and show their support for downtown. The following are DBA Associate Members:
    - Cal-Yuba Investments
    - City of Yuba City
    - Express Employment Professionals
    - Gold Country Bank
    - Meagher & Tomlinson
    - Patricia Phillips E.A
    - Recology Yuba-Sutter
    - Results Radio
    - Sutter North Medical
    - The Cookie Tree
    - Twin Rivers Polaris
    - Wheeler Chevrolet
    - Yuba Sutter Chamber of Commerce
    - AAA
    - Premier Driving School
    - Huckins Family Trust
    - Holy cross Memorial Services
    - The Crave, Gourmet Gifts
    - Jessica Coggins, Damsel-In-Defense

- **Newsletter**
  - The “What’s Happening” Downtown newsletter will be revived for 2014 as a weekly email update

- **Annual Meeting**
  - The meeting was held at Linda’s Soda Bar & Grill, 668 Plumas Street on Thursday, June 27th, 2013. Thank you Mayor John Buckland for addressing the meeting along with swearing in the new 2013-2014 DBA Board members

- **Welcome Packages**
  - Provided New Business Welcome Packages to new merchants in the District. This included information on the Business Improvement District, City information and small business information.

  - Five new businesses were welcomed in 2013 to Downtown.
    - ✓ Creative Interiors, Etc.
    - ✓ La Habana
    - ✓ Kaapersak Barber Shop
    - ✓ Daisy Chain Hair Salon
    - ✓ Subway
EXHIBIT B

- Provided New Business Welcome Packages to new merchants in the District. This included information on the Business Improvement District, City information and small business information.

- Five new businesses were welcomed in 2013 to Downtown:
  - Creative Interiors, Etc.
  - Daisy Chain Hair Salon
  - La Habana
  - Subway
  - Kaapersak Barber Shop

- The merchants that closed, relocated or retired during 2013:
  - The Mercantile and Kaapersak Barber Shop

Function of the Beautification Committee: To monitor the appearance of Downtown and take action to ensure cleanliness.

- Report to the Police Department on graffiti related incidents in Downtown
- Report abandoned shopping carts left in Downtown to legal owners
- Continue to distribute brooms and dust pans to all new merchants of downtown
- Worked with the City to have the palm trees trimmed
- Christmas Bows installed for the Holiday Season to include the Reeves parking lot and Bridge Street
- Planting the flower bowls twice a year
- Secured a maintenance contract with Arbor and Trowel Maintenance to maintain the flower bowls and sidewalk plantings for weeds and trimming once a month for a year. Trying to obtain commitment from Commercial Landscaper to maintain at no charge for sponsorship.
- The “Adopt a Bowl” fundraiser to finance the maintenance on the flower bowls received donations from the following businesses:
  - David A. Bradley, OD
  - Crosspointe Christian Books & Gifts
  - Gibbs Group
  - Grocery Outlet
  - Harkey House
  - Huckins Building
  - Meagher & Tomlinson/Karen Tabler
  - Milani Optical
  - Rose Insurance Agency
  - Sutter Community Bank
  - Sutter Orchard Supply
  - Sutter Performing Arts Association
  - The Cookie Tree
  - Valley Truck & Tractor
Downtown Administrative Clerk’s Accomplishments for 2013

The Downtown Business Association Coordinator was Greg Erwin, through August, as a Contract employee from the Yuba-Sutter Chamber of Commerce. Donna Hannaford (Hannaford Consulting) took over, as an independent contractor, when Greg returned to the Chamber full-time.

Function of the Downtown Business Association Coordinator: To manage the day to day operations of the DBA office and assist the events committee with the two signature events for downtown.

Accomplishments 2013

- Continued to update the City Sign at 439 Center St with information regarding the City and Downtown
- Compiled and prepared the DBA Annual Report to the City Council
- Preparation for Board meetings, notifying all via email
- Manage a database with all merchant information
- BID billings: Assist book keeper with the monthly BID billing
- Assist and sometimes facilitate committee meetings
- Manage computer and other office machines for DBA office
- Maintained filing system for all DBA correspondence
- Conduct the election for DBA Board members
- Manage/Improve DBA website
- Handle and resolve complaint calls about events and occasional merchants
- Communication one on one, mail, email and phone with the merchants; distribution of information for events and Board meetings
- Manage Associate Membership database
- Provided welcome packages for new merchants to Downtown
- Maintain a business resource of information for new merchants
- Attend City Council meetings, supporting downtown issues
- Manage accounts receivable for the BID and events
- Establish detail merchant profile
- Coordinate other aspects of the events downtown: (vendor application, sponsor application, managing vendors, accounts receivable/payable, book entertainment, coordinate street closure, public works, marketing, radio, newspaper, poster and flyers
EXHIBIT C

List of 2013 Directors and Committee Members of the Yuba City Downtown Business Association

2013-2014 YCDBA Officers
President – LeeAnn Cimino, Sutter Community Bank
Vice President – Joe Federico, The Happy Viking
Treasurer – George Selland, Rose Insurance Agency, Inc.
Secretary – Angela Butler, Milani Optical

2013-2014 YCDBA Board of Directors
Cashalyn Gilliss, Crosspointe Christian Books & Gifts
Fotine HalikasKopriva, Fotine’s Simply Greek Cafe
Alison Robinson, Sutter Buttes Brewing Company
Terri Tomlinson, Sutter Performing Arts
Tim McKenna, Linda’s Soda Bar & Grill
Lauren Buckland-Halliburton, Premier Driving School

2013-2014 YCDBA COMMITTEE CHAIRS AND MEMBERS

Executive/Finance Committee
Chair - LeeAnn Cimino, Sutter Community Bank
Joe Federico, The Happy Viking
George Selland, Rose Insurance Agency
Tim McKenna, Linda’s Soda Bar
Patty Phillips, Book keeper

Marketing Committee
Chair – Terri Tomlinson, SPAA
Cashalyn Gilliss, Crosspointe Books & Gifts
Alison Robinson, Sutter Community Bank
Donna Hannaford, DBA Coordinator

Events Committee
Chair – Fotine HalikasKopriva, Fotine’s Simply Greek Cafe
Angela Butler, Milani Optical
Joe Federico, The Happy Viking
Cindy Paine, The Teegarden House
Carl Stockmal, Yuba Sutter Telephone
LeeAnn Cimino, Sutter Community Bank
Terri Tomlinson, SPAA
Sandee Drown, Express Personnel
Robyn Harlan, Results Radio
Luis Uribe, Exer-Son
Mandie Welch, Dance. Fit. Life
Donna Hannaford, DBA Coordinator
Yuba City DBA Board Training & Planning Session  
Tuesday, July 17th, 2012, 9:00 - 12:00  
Sutter Community Bank, 700 Plumas Street

Attendees:

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<tr>
<th>Name</th>
<th>Organization</th>
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<tbody>
<tr>
<td>Ken Anderson</td>
<td>Sutter Community Bank</td>
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<tr>
<td>LeeAnn Cimino</td>
<td>Sutter Community Bank</td>
</tr>
<tr>
<td>Sarah Norris</td>
<td>Sutter Buttes Realty</td>
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<tr>
<td>Alison Robinson</td>
<td>Sutter Buttes Brewing Company</td>
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<tr>
<td>Terri Tomlinson</td>
<td>Sutter Performing Arts Theater</td>
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<tr>
<td>Debbie Meighan</td>
<td>Gotta Luv Books</td>
</tr>
<tr>
<td>Joe Federico</td>
<td>The Happy Viking</td>
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<tr>
<td>Tim McKenna</td>
<td>Linda’s Soda Bar &amp; Grill</td>
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<tr>
<td>Judy Sanchez</td>
<td>DBA Coordinator</td>
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<tr>
<td>Della DeLima</td>
<td>Posh Décor</td>
</tr>
<tr>
<td>Fotine HalikasKopriva</td>
<td>Fotine’s Simply Greek Café</td>
</tr>
<tr>
<td>Cashalyn Gilliss</td>
<td>Crosspointe Christian Books &amp; Gifts</td>
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LeeAnn facilitated the planning session, and presented the agenda for the day.

**Mission Statement:** The mission of the Yuba City Downtown Business Association is to preserve, promote and encourage aspiring businesses and provide a safe, clean center of culture and community life for residents and visitors alike.

The group reviewed the mission statement and agreed no changes needed.

**Tim McKenna gave a brief history of the DBA:**
There was a group of business owners in the downtown that came together in the mid 70s and organized a volunteer group Downtown Business Association. They had the desire to keep downtown safe and clean, some of the founding members are Bob Landson, Royce Dunn and Don Huckins. Together they came together and bought some property, that later was converted into the parking lot behind Crosspointe and Linda’s Soda Bar. Things changed over the years, the mall open, businesses started to open out west, things moved away from downtown. The Business Improvement District was established in 1999 to obtain funds for marking the downtown. The DBA manages the funding from the BID for the marketing of the downtown.

Ken Anderson provided a handout on the Nine Principles of Boardsmanship, see Exhibit 1.
Nine Principles of Boardsmanship

1) Understand the difference between governance and management.

2) Respect your fellow Board members time.

3) Bring all relevant information to the Board.

4) Thoughtfully consider the opinions of others.

5) Have your say. “Stand up, speak up, shut up”.

6) Vote your conscience -- what YOU believe, not what you think others might believer.

7) Represent the “Board decision” honestly.

8) Move forward until new evidence urges a reconsideration.

9) Build the organization by example.

And just in case you don’t hear this enough, thank you for caring enough about our DBA to give it your time.

Specific Boardsmanship for Yuba City DBA success

Honesty, Fairness, Trust, Integrity

Ken provided the (S)trengths,(W)eaknesses,(O)pportunities,(T)hreats (SWOT), from 2011. The group was tasked to review the lists and select only 1 from each of the categories. The number at the end of the statement was a repeat priority from another person in the group.

STRENGTHS

- Five block Beautiful Amphitheater (4)

- DBA is stronger (2)

- DBA is the only Business/Merchant Organization in the City and the City respects that (4)

- Involved property owners

- Signature events (Christmas & Summer Stroll, Ca Beer & Wine Festival) (2)

- DBA existence

- Main street

- City supports and involved
Exhibit D

- Venue
- Staff Person - Judy Sanchez

**WEAKNESSES**
- Business Mix (2)
- Apathy (4)
- No PBID (2)
- Perceived Parking issue (2)
- Advertising & Coordinating
- Funding Source, Money (4)
- Inability to be cohesive
- Merchants don’t know each other
- Lack of Merchant involvement
- Perception of DBA

**OPPORTUNITIES**
- Events on a more regular basis, concerts, open up sidewalk events (3)
- Underutilized venue (2)
- Theater renovation/remodel
- Incentive to waive fee/assessments for new businesses
- Change image of DBA
- Networking outside of Downtown
- Passing PBID
- Partnership with Chamber
- Marketing: outside of area and make it a destination, marketing available parking (2)
Exhibit D

- Signage (2)
- Business recruitment/mix
- Coffee with Cash
- Fotine’s enthusiasm

**THREATS**
- Poor tenant choice/selection (2)
- Failure of PBID
- Underused - downtown becomes dead (3)
- Parking perception
- Losing business already here (closed down, move to another location)
- Vacancy
- No Judy (2)
- Eliminate Beautification (2)
- Local City Funding (2)
- Board not addressing SWOT; they need to address and accomplish
- Infusion of energy - step forward

Questions to the Group:
- What does the future look like for the downtown?
- How do you fulfill these with SWOT?

Judy reviewed the Committees and their responsibilities

**Marketing/Events**
Meet the 3rd Tuesday at 9:30 am at Sutter Community Bank, responsible for marketing the downtown and monitoring the events

**Beautification**
Meet on the 2nd Thursday of the month at 9:30 at Smokin Joes, responsible for the beautification of downtown. Monitoring the landscape contract for the flower bowls and flower beds. Also to report graffiti downtown along with trash issues.
Membership
Does not meet as a group. The chair (Della DeLima) goes out and greets the new merchants of downtown and provides them with a folder of information on the DBA along with additional business information such as the City services, EDC, etc. They also provide a gift from a fellow merchant of the downtown.

Executive/Finance
Meets on an as needed basis to review the finances of the DBA and will address any circumstance that needs immediate action for review and provides a recommendation to the board.

Parking
Meets on a quarterly basis to review any issues/concerns of downtown parking from merchants, employees and others. The last two meetings had the chair, the police department representative and one other person.

Economic Development
Meets the first Wednesday of the month in the am at Smokin Joes. They review the vacancies on the street and were going to create a recruitment package for the downtown.

Development of Committees
LeeAnn addressed the group:
1) Questioned if we need to keep or remove or consolidate some of the committees?

2) The committees need to review their goals on a regular basis.

It appears that each of the committees face the same circumstances. Some people are committed to attend and follow through and then there is a lack of attendance from others.

The committees need to:
- Set Goals
- Committee reviews the goals and establish task to accomplish goals
- Committee member are a training ground for Board Members
- Events Committee needs
  - Be involved with all events
  - Book Downtown like a hall
ORGANIZATION OF THE COMMITTEES
The group agreed that the committees need to be consolidated. Here are the recommended committees and their responsible subcommittees

EXECUTIVE

Subcommittees
- Finance
- Parking
- PBID

Goals
- Need a 2 year budget
- PBID find a property owner to champion and restart
- Review Bylaws

MARKETING

Subcommittees
- Beautification
- Economic Development
- Membership

Goals
- Develop a marketing plan and implement
  - Survey merchants on how to market downtown
  - Use same slogan - get the word out to all downtown merchants to include in their marketing plan to use
  - 1500 parking spaces available downtown
  - Beautiful Downtown

EVENTS

Subcommittees
- Chamber of Commerce (Summer & Christmas Strolls)
Exhibit D

- Ca Beer & Wine Festival
- Cinco De Mayo Parade
- Wednesday Night Farmers Market

**Goals**
- Keeping current events successful
- Facilitate new relationship
- Bring a new event downtown (Greek festival, Spring Fling)

Each of the new committees need a **STRONG CHAIR** person, they must be a Board member. *This will be determined at the next DBA Board Meeting.*

**DBA BOARD**
- Needs to be structured and not a “Discussion” meeting. The meeting is for action items and if someone wants to discuss an issue then they need to take it to the committee
- Stand up, Speak up, Shut up
- Each Board Member needs to bring a neighbor to the DBA Board meeting.

**OTHER** comments provided that were not in the pertaining to the immediate subject manner but are very important for the Downtown
- PBID needs to move forward, need a property owner to champion
- Waive fees for new business that move in for the first year, exchange fees for volunteer time?
- The DBA budget is approximately $30,000; The BID generates approximately $25,000 and the Association Membership $5,000
- Need to create Synergy for Downtown
- All merchants need to use a tag line “Beautiful Downtown Plumas St”
- Downtown needs to be a Destination Location
EXHIBIT E

AMOUNT OF SURPLUS/DEFICIT REVENUES TO BE CARRIED OVER FROM FY 2013-2014

(See Attached Budget Report)

ESTIMATED REVENUES FY 2014

(See Attached Budget Report)

ESTIMATED COST OF IMPROVEMENTS AND ACTIVITIES FY 2014

(See Attached Budget Report)
## Yuba City Business Improvement District

**Profit & Loss by Class**

January 1 through November 4, 2013

### Ordinary Income/Expense

<table>
<thead>
<tr>
<th>Income</th>
<th>2013 Summer Sun.</th>
<th>2013 Xmas Str.</th>
<th>Association</th>
<th>Beautification</th>
<th>TOTAL</th>
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<table>
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<tr>
<th>Expense</th>
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<th>Association</th>
<th>Beautification</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>Band &amp; Entertainment Expenses</td>
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### Net Ordinary Income

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<th>2013 Xmas Str.</th>
<th>Association</th>
<th>Beautification</th>
<th>TOTAL</th>
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<tbody>
<tr>
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<td>11,845.26</td>
<td>2,998.59</td>
<td>(322.59)</td>
<td>21,758.91</td>
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### Other Income/Expense

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<th>Association</th>
<th>Beautification</th>
<th>TOTAL</th>
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<td>Reimbursed Expenses</td>
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<td>1,035.29</td>
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### Other Expense

| Franchise Tax       | 0.00             | 0.00           | 10.00       | 0.00           | 10.00  |
| **Total Other Expense** | 0.00 | 0.00 | 10.00 | 0.00 | 10.00 |

### Net Other Income

<table>
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<th>2013 Summer Sun.</th>
<th>2013 Xmas Str.</th>
<th>Association</th>
<th>Beautification</th>
<th>TOTAL</th>
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### Net Income

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<th>2013 Summer Sun.</th>
<th>2013 Xmas Str.</th>
<th>Association</th>
<th>Beautification</th>
<th>TOTAL</th>
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<tbody>
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<td>Treasures and More</td>
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<td>Associate Members</td>
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<td>Projected Budget</td>
<td>Staff &amp; Association</td>
<td>Marketing / Membership Committee</td>
<td>Events Committee</td>
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<tr>
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<td>Income from Downtown Events</td>
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<td></td>
<td>Board training</td>
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<td>Bookkeeping expense &amp; tax preparation</td>
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<td>Postage and mailing costs</td>
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<td>Seminar expense &amp; membership</td>
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<td>Marketing &amp; promotion</td>
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<td>Community Relations Expense</td>
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<td>Mixer/annual meeting</td>
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<td>Non-profit status fees &amp; costs</td>
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Estimated Operation Gain (Loss)
EXHIBIT F

DISTRICT ASSESSMENT FORMULA

The Business Improvement District (BID) is a self-initiated business district funded by an annual assessment based on a formula developed by the Downtown Yuba City Business Improvement District Formation Committee. The assessments will be used to fund improvements and activities in the BID designed for economic stimulation and business enhancement for the business in the BID. The assessment formula is based on type, size and location of business in order to offer a fair and equitable charge for each business in the BID.

<table>
<thead>
<tr>
<th>Business Type</th>
<th>Business Size Number of Employees</th>
<th>Annual Assessment Zone</th>
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<td></td>
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<td>Retail, Restaurant and Service</td>
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<td></td>
<td>Medium 5-9</td>
<td>$560</td>
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<tr>
<td></td>
<td>Large 10+</td>
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</tr>
<tr>
<td>Professional Business</td>
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<td>$350</td>
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<tr>
<td>Lodging Business</td>
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<td>$560</td>
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<tr>
<td>Financial Business</td>
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<td>$875</td>
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</tbody>
</table>

**Retail, Restaurant and Service Businesses:** Includes businesses that buy and resell goods such as clothing stores, shoe stores, office supplies, businesses that sell prepared foods and drinks, general office, news and advertising media, printers, photographers, personal care facilities and outlets, contractors, builders, service stations, repairing and servicing businesses, renting and leasing businesses, utilities, vending machine businesses, household finance companies, theaters and entertainment-oriented businesses, and other similar businesses not otherwise defined in the other categories.

**Professional Business:** Includes attorneys, architects, accountants, engineers, surveyors, physicians, dentists, optometrists, chiropractors and others in a medical/health service field, consultants, real estate brokers, financial advisors, laboratories (including dental and optical), hearing aid services, artists and designers, and similar businesses.

**Lodging Businesses:** Includes inns, hotels, motels, RV parks, and other similar businesses.

**Financial Institutions:** Includes banks, savings & loans, credit unions, and similar businesses.

**Associate Members:** Businesses outside the BID boundaries that would like to participate will be charged.

**Note:** Retail and restaurant businesses will be assess on size which will be determined by number of employees, either full-time or the equivalent made up of multiples of part-time employees.
RESOLUTION NO.____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY DECLARING ITS INTENTION TO LEVY AND COLLECT AN ANNUAL ASSESSMENT FOR CALENDAR YEAR 2014 IN THE DOWNTOWN YUBA CITY BUSINESS IMPROVEMENT DISTRICT AND SETTING A PUBLIC HEARING FOR DECEMBER 17, 2013

WHEREAS, pursuant to the Parking & Business Improvement Area Law of 1989, California Streets & Highway Code Section 36500 et seq. (the “Act”), the City Council adopted Ordinance No. 06-98 which became effective on January 1, 1999, and

WHEREAS, pursuant to the Act and Section 3.9.020 of the Yuba City Municipal Code added by Ordinance No. 06-98, the City Council established a certain described parking and business improvement area named the Downtown Yuba City Business Improvement District (“District”); and

WHEREAS, pursuant to Section 3.9.030 of the Yuba City Municipal Code added by Ordinance No. 06-98, the City appointed the elected officers of the Yuba City Downtown Business Association to serve as an advisory board to the City Council (the “Advisory Board”) and authorized the City to enter into an agreement with the Advisory Board to carry out the purposes of the Act and Chapter 9 of the Yuba City Municipal Code; and

WHEREAS, the Advisory Board has filed the Annual Report for calendar year 2013 with the City Clerk for consideration by the Yuba City City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES HEREBY RESOLVE, DETERMINE, AND FIND AS FOLLOWS:

1. The recitals set forth herein are true and correct.

2. The City Council does, at the request of the Advisory Board, and pursuant to the Act, declare its intention to levy and collect assessments within the District for calendar year 2014.

3. Revenue from the assessments levied in the District shall be used to fund improvements and activities to promote the District. The types of activities to be funded include promotion of public events in the District, promotion of tourism within the District, and activities that benefit businesses located and operating in the District.

4. The 2013 Annual Report contains a full and detailed description of the improvements and activities to be provided for in calendar year 2014, the boundaries of the District and boundaries of each separate benefit zone within the District, and the proposed assessments to be levied upon the businesses within the area. A true and correct copy of the Annual Report is on file with the City Clerk of the City of Yuba City.

5. A public hearing to levy the annual assessment is hereby set for Tuesday, December 17, 2013, at 7:00 p.m. before the City Council of the City of Yuba City at the City Council Chambers located at 1201 Civic Center Boulevard, Yuba City, California.
6. At the public hearing the testimony of all interested persons, for or against the levying of the proposed assessment will be heard. A protest against the levying of the proposed assessment may be made orally or in writing. An oral protest shall be made at the public hearing. The form and manner of protests must comply with Sections 36524 and 36525 of the Act.

7. If at the conclusion of the public hearing, there are of record, valid written protests by the owners of the businesses within the District that will pay fifty percent (50 percent) or more of the total assessments of the entire District, no further proceedings, to levy the proposed assessment shall be taken for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council.

8. Further information regarding the Downtown Yuba City Business Improvement District may be obtained from the City Clerk of the City of Yuba City at 1201 Civic Center Boulevard, Yuba City, California, and from the President of the Yuba City Downtown Business Association, LeeAnn Cimino, at Sutter Community Bank, 700 Plumas Street, Yuba City, California.

9. The City Clerk is instructed to provide notice of the public hearing by publishing this Resolution of Intention in a newspaper of general circulation in the City of Yuba City no less than seven (7) days before the hearing.

10. This Resolution is effective on its adoption.

I HEREBY CERTIFY that the foregoing resolution was introduced and read at a Regular Meeting of the City Council of the City of Yuba City on the 19th day of November, 2013, and was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

_____________________
John Buckland, Mayor

ATTEST:

______________________________
Terrel Locke, City Clerk
Date: November 19, 2013

To: Honorable Mayor and Members of the City Council and Chairman and Board of Directors of the Successor Agency to the Yuba City Redevelopment Agency

From: Community Development Department

Presentation By: Aaron M. Busch, Community Development Director

Summary

Subject: Memorandum of Understanding with the Mehmet Noyan Company for the property located at Bridge and Shasta Streets (“Feather River Mills” site).

Recommendation: A) As the City Council, Authorize the City Manager to approve and sign on behalf of the City, a proposed Memorandum Of Understanding Agreement (“Agreement”) to negotiate exclusively with Mr. Mehmet Noyan of the Mehmet Noyan Company with regard to the property located at the southeast corner of Bridge and Shasta Streets to be used for the future development of a mixed use project (APN 52-324-023)

B) As the Board of Directors of the Successor Agency, authorize the Executive Director to approve and sign on behalf of the Agency a proposed Memorandum Of Understanding Agreement (“Agreement”) to negotiate exclusively with Mr. Mehmet Noyan of the Mehmet Noyan Company with regard to the property located at the southeast corner of Bridge and Shasta Streets to be used for the future development of a mixed use project (APN 52-324-023)

Fiscal Impact: The project includes the sale of 6.5 acres of Agency owned property.

Purpose:
To continue the agreement to negotiate exclusively with the Mehmet Noyan Company with regard to the property located at the southeast corner of Bridge and Shasta Street.

Background:
On December 21, 2010, the City’s Redevelopment Agency (“Agency”) entered into an Exclusive Negotiating Agreement (ENA) with the Mehmet Noyan Company with regard to the potential sale and development of approximately 6.5 acres of Redevelopment Agency property located at the southeast corner of Bridge and Shasta Streets to be used for the future development of a mixed use project. This ENA was then extended until September 22, 2011; however, new legislation from the State adversely impacted the ENA agreement.

On June 29, 2011, the Governor approved the State Budget for FY 2011/12 and signed a number of implementing trailer bills which adversely impacted the future of redevelopment. Specifically, Assembly Bill 1X 26 and Assembly Bill 1X 27 had the combined effect of abolishing
every redevelopment agency and established a new “winding down” process for the dissolution of all redevelopment agencies

A main component of the “winding down” process mandated by AB 1X26 was the disposition of all former Redevelopment Agency (RDA) assets and properties. In accordance with Section 34181 of the Health and Safety Code, a new Oversight Board was to be created to oversee all aspects of the dissolution process. This included the responsibility of directing the Successor Agency (City of Yuba City) to dispose of all assets and properties of the former RDA. Disposal of these assets and properties “shall be done expeditiously and in a manner aimed at maximizing value.”

In accordance with this requirement, staff presented the Oversight Board at their June 7, 2012 meeting a request to direct staff to finalize the terms and conditions of a Purchase and Sales Agreement with Mr. Mehmet Noyan of the Mehmet Noyan Company for the subject property. The goal of this action was to comply with the new winding down process for disposing of all former RDA assets. This action however, was superseded by another trailer bill, AB 1484 which was approved by the Governor on June 27, 2012. The primary purpose of AB 1484 was to make technical and substantive amendments to the (Redevelopment) Dissolution Act (aka AB 1X26). A key component of AB 1484 was the requirement for Agencies to prepare a Long Range Property Management Plan (LRPMP) which must address how all former RDA property will be disposed and include current appraisals and qualifications for highest and best use. Other features of the LRPMP include:

- The Successor Agency must prepare the Plan within six months of receiving Finding of Completion.
- Supersedes any prior action of the Oversight Board relating to the disposition of former RDA property.
- Negates the Oversight Board’s action to enter into purchase and sale agreements with two land developers.
- No timeline provided for approval of Plan by DOF included in legislation.

Analysis:
Now that the City/Agency has recently received its Finding Of Completion from the State, staff continues to work on the LRPMP so that the City and Agency can dispose of its assets as required by law. The completion of the LRPMP is still expected to take another 60 days to finish. In the meantime, Mr. Noyan continues to work with prospective tenants for the proposed mixed use development project on the subject property. Given the continued state of uncertainty on the subject property (as well as other market factors), securing final tenants for the property has been challenging. In an effort to provide Mr. Noyan and prospective tenants with some confidence in the status of the site, staff wished to enter into a Memorandum Of Understanding Agreement “Agreement” with Mr. Noyan regarding the future acquisition and development of the site.

The attached Agreement is a concept document that provides a framework for a more detailed agreement in the form of a Disposition and Development Agreement (“DDA”) which will outline more specific performance measures.

The purpose for keeping an Agreement active with the Mehmet Noyan Company is to allow Mr. Noyan the opportunity to finalize the necessary details for completing the required DDA for the development of the site as required by the Agreement. As a reminder, the DDA will address all
of the key issues associated with the development of the site and will outline critical performance measures to be performed by each party. The issues to be addressed in the negotiations of the DDA include the following:

1) The terms and conditions of conveyance of the Site to the Developer, including the purchase price for the Site and the City’s rights of reversion.

2) Developer’s financing capacity and overall capacity to develop the Site including partnership and planned equity investment.

3) Design and aesthetic considerations of the development of the Site, including: configuration of the development; satisfaction of parking requirements; architectural quality; and, proposed uses.

4) Requirements and restrictions placed on the development pursuant to the DDA.

**Fiscal Impact:**

The project would include the sale of 6.5 acres of Agency property.

**Alternatives:**

Do not approve the agreement.

**Recommendation:**

A) As the City Council, Authorize the City Manager to approve and sign on behalf of the City, a proposed Memorandum Of Understanding Agreement (“Agreement”) to negotiate exclusively with Mr. Mehmet Noyan of the Mehmet Noyan Company with regard to the property located at the southeast corner of Bridge and Shasta Streets to be used for the future development of a mixed use project (APN 52-324-023)

B) As the Board of Directors of the Successor Agency, authorize the Executive Director to approve and sign on behalf of the Agency a proposed Memorandum Of Understanding Agreement (“Agreement”) to negotiate exclusively with Mr. Mehmet Noyan of the Mehmet Noyan Company with regard to the property located at the southeast corner of Bridge and Shasta Streets to be used for the future development of a mixed use project (APN 52-324-023)

**Prepared By:**

/s/ Aaron M. Busch
Aaron M. Busch
Community Development Director

**Submitted By:**

/s/ Steven C. Kroeger
Steven C. Kroeger
City Manager

**Reviewed By:**

Finance

RB

City Attorney

TH
Yuba City

Feather River Mills Site
MEMORANDUM OF UNDERSTANDING AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AGREEMENT (the "Agreement") is entered into this 19th day of November, 2013, by and between the CITY OF YUBA CITY, a public body, corporate and politic (the "City"); the SUCCESSOR AGENCY TO THE YUBA CITY REDEVELOPMENT AGENCY (the "Agency"); and Noyan Properties, L.P. (Noyan) (the "Developer"), on the terms and provisions set forth below.

THE CITY, AGENCY, AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

I. §100 Negotiations

A. §101 Good Faith Negotiations

The City, Agency and the Developer, acknowledging that time is of the essence, agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Disposition and Development Agreement (the "DDA") to be considered for execution between the City, Agency and the Developer, in the manner set forth herein, with respect to the development of certain real property (the "Site") located within the boundaries of the former Yuba City Redevelopment Project (the "Project"). The Site is shown on the "Map of the Site," attached hereto as Exhibit A and incorporated herein by reference. The Site is composed of certain real property currently owned by the Agency which may be conveyed to the Developer pursuant to the terms of the DDA. The City and Agency agree, for the period set forth below, not to negotiate with any other person or entity regarding development of the Site or any portion thereof. The City shall prepare the initial draft of the DDA.

Among the issues to be addressed in the negotiations of the DDA are: (1) The terms and conditions of conveyance of the Site to Developer, including the purchase price for the Site and Agency rights of reversion; (2) Developer's financing plan to develop the Site including partnership structure and planned equity investment; (3) design and aesthetic considerations of the development of the Site; (4) the Developer's development history; (5) requirements and restrictions placed on the development pursuant to the DDA; (6) Completion of entitlements including zoning, Environmental review and a tentative parcel map; and review of the condition of the Site, including but not limited to the preparation of phase I and phase II environmental assessments of the Site. 7) Reimbursement to the City from the sale of the subject property for fronting environmental testing costs associated with the clean-up of the subject property.

Developer acknowledges that the Site was formerly owned by the Yuba City Redevelopment Agency and that actions by the State will require the sale of the
subject property to be subject to the State’s mandated *Long Range Property Management Plan* (LRPMP) process. Until such time as the LRPMP is completed and approved by the State, the final sales transaction of the property may not be executed.

B. **[§102] Duration of this Agreement**

The duration of this Agreement (the "Negotiation Period") shall be one hundred eighty (180) days from the date of the State’s approval of the Agency’s *Long Range Property Management Plan* (LRPMP). If upon expiration of the Negotiation Period, the Developer has not signed and submitted a DDA to the City and Agency, then this Agreement shall automatically terminate unless this Agreement has been mutually extended by the City, Agency and the Developer. If a DDA is so signed and submitted by the Developer to the City and Agency on or before expiration of the Negotiation Period, then this Agreement and the Negotiation Period herein shall be extended without further action by the City for forty-five (45) days from the date of such submittal during which time the City and Agency shall take all steps legally necessary to (1) consider the terms and conditions of the proposed DDA, (2) if appropriate, take the actions necessary to authorize the City and Agency to enter into the DDA, including but not limited to completion of compliance with the California Environmental Quality Act, and (3) execute the DDA.

If the City and Agency has not executed the DDA by such 45th day or any extension of such period, then this Agreement shall automatically terminate, unless the 45 day period has been mutually extended by the City, Agency and the Developer. The City and Agency agree to consider reasonable requests for extensions of time and shall, upon request, notify the Developer in writing of the reasons for any decision not to execute the DDA. Such extensions of time may be granted by the City Manager and Executive Director on behalf of the City and Agency respectively, provided that any extensions of the Negotiation Period that result in a total extension of more than one hundred eighty (180) days shall be approved by the City Council and Successor Agency Board.

C. **[§103] Deposit**

The prior good faith refundable deposit (the "Deposit") in the amount of TEN THOUSAND DOLLARS ($10,000) made by the Developer to the City as part of a previous Exclusive Negotiation Agreement ("ENA") shall be transferred to this Agreement. The City will return the Deposit to the Developer after the Developer provides evidence satisfactory to the City that it has incurred costs (exclusive of Developer’s overhead and administration) of not less than $100,000.00 in the performance of the City’s RFQ/RFQ process for the Feather River Mills project.
In the event the Developer has not continued to negotiate diligently and in good faith, the City shall give written notice thereof to the Developer who shall then have ten (10) working days to commence negotiating in good faith. Following the receipt of such notice and the failure of the Developer to thereafter commence negotiating in good faith within such ten (10) working days; this Agreement may be terminated by the City. In the event of such termination by the City, the City shall have the right to retain the Deposit, and neither party shall have any further rights against or liability to the other under this Agreement.

In the event the City has not continued to negotiate diligently and in good faith, the Developer shall give written notice thereof to the City which shall then have ten (10) working days to commence negotiating in good faith. Following the receipt of such notice and the failure of the City to thereafter commence negotiating in good faith within such ten (10) working days; this Agreement may be terminated by the Developer. In the event of such termination by the Developer, the City shall return the Deposit, and any interest earned thereon, if applicable, and neither party shall have any further rights against or liability to the other under this Agreement.

Upon automatic termination of this Agreement at the expiration of the Negotiation Period or such extension thereof, the Deposit shall be returned to the Developer and neither party shall have any further rights against or liability to the other under this Agreement. Upon execution of a DDA by the Developer, the Deposit shall be applied toward the Deposit required under the DDA. If a DDA has been executed by the City and the Developer, the DDA shall thereafter govern the rights and obligations of the parties with respect to the development of the Site.

II. [§200] Development Concept

A. [§201] Scope of Development

The negotiations hereunder shall be based on a development concept which shall include the development on the Site of a mixed use commercial project. Design and architecture will continue to be developed during the negotiation of the DDA.

B. [§202] Developer's Findings, Determinations Studies and Reports

Upon reasonable notice, as from time-to-time requested by the City and Agency, the Developer agrees to make oral and written progress reports advising the City and Agency on all matters and all studies being made by the Developer. In the event the City, Agency and the Developer do not enter into a DDA, the Developer shall submit to the City and Agency copies of all studies and reports prepared for the proposed development of the Site by or for the Developer to the extent the Developer is
legally able to do so, and the City shall have the right to the use and benefit of all such studies and reports.

III. [§300] Acquisition of the Site

The purchase price and/or other consideration to be paid by the Developer for the Site under the DDA will be established by the City and Agency after approval of the LRPMP by the State and negotiation with the Developer. Such purchase price and/or other consideration will be based upon the approved LRPMP and will also include a reimbursement to the City in the amount (not to exceed $40,000) for advancing funds for additional environmental testing costs associated with the future clean-up of the site.

IV. [§400] the Developer

A. [§401] Nature of the Developer

The Developer is a sole proprietorship.

B. [§402] Office of the Developer

The principal office of the Developer is:

685 West Alluvial Avenue, Fresno, CA 93711

C. [§403] Principal Partners of the Developer

The principal partners of the Developer are as follows:
Mehmet F. Noyan
Cathy L. Noyan
John M. Noyan
Angela L. Feiner

The Developer shall have the right to retain additional partners for the development of the property subject to the approval by the City and Agency.

D. [§404] Full Disclosure

The Developer has made full disclosure to the City and Agency of its principals, officers, major stockholders, major partners, joint venturers, key managerial employees and other associates, and all other material information concerning the Developer and its associates. Any significant change in the principals, associates, partners, joint venturers, negotiators, and development manager, and consultants, professional and directly-involved managerial employees of the Developer is subject to
the approval of the City and Agency. Notwithstanding the foregoing, the Developer reserves the right at its discretion to join and associate with other entities in joint ventures, partnerships or otherwise for the purpose of developing the Site, provided that the Developer retains management and control of such entities and remains fully responsible to the City hereunder.

V.  [§500] the Developer's Financial Capacity

A.  [§501] Financial Ability

Prior to execution of the DDA, the Developer shall submit to the City satisfactory evidence of its ability to finance and complete the acquisition and development of the Site.

B.  [§502] Construction Financing

The Developer's proposed method of obtaining construction financing for the development of the Site shall be submitted to the City concurrently with execution and delivery by the Developer of a DDA to the City for approval.

C.  [§503] Long-Term Development Financing

The Developer's proposed method of obtaining long-term development financing shall be submitted to the City concurrently with execution and delivery by the Developer of a DDA to the City for approval.

D.  [§504] Bank and Other Financial References

The Developer's bank is Either Comerica Bank, Wells Fargo Bank, or others as approved by the City and Agency.

E.  [§505] Full Disclosure

The Developer will be required to make and maintain full disclosure to the City and Agency of its methods of financing to be used in the acquisition and development of the Site.

VI.  [§600] City's Responsibilities

A.  [§601] Long Range Property Management Plan

This Agreement and the DDA are subject to the provisions of the future Long Range Property Management Plan that must be approved by the State Department Of Finance.
B. [§602] City Assistance and Cooperation

The City and Agency shall cooperate fully in providing the Developer with appropriate information and assistance for development of the Site.

C. [§603] Environmental Documents

The City shall prepare any and all environmental documents required for the proposed development under the California Environmental Quality Act. The Developer shall cooperate with the City in preparing environmental documents by supplying necessary technical data and other related information and/or development plans concerning the proposed development on the Site. Any costs, fees and charges associated with the requirements of the California Environmental Quality Act shall be paid by the Developer, unless otherwise agreed by the both developer and City.

D. [§604] City and City Council Public Hearing

A DDA resulting from the negotiations hereunder shall become effective only after and if the DDA has been considered and approved by the City and the Agency at a public hearing called for such purpose.

VII. [§700] Real Estate Commissions

The City and Agency shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The City and Agency represents that it has engaged no broker, agent or finder in connection with this transaction, and the Developer agrees to hold the City and Agency harmless from any claim by any broker, agent or finder retained by the Developer.

VIII. [§800] Limitations of this Agreement

By its execution of this Agreement, the City and Agency are not committing itself to or agreeing to undertake: (1) acquisition of land; (2) disposition of land to the Developer; or (3) any other acts or activities requiring the subsequent independent exercise of discretion by the City, the City or any City or department thereof.

This Agreement does not constitute a disposition of property or exercise of control over property by the City or City. Execution of this Agreement by the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the City and City as to any Disposition and Development Agreement and all proceedings and decisions in connection therewith.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set opposite their signatures. The effective date of this Agreement shall be the date this Agreement is signed by the City.

____________________, 2013

CITY OF THE CITY OF YUBA CITY, a public body, corporate and political

By ______________________
   City Manager
   "CITY"

11-15, 2013

Noyan Properties LP.

By ______________________
   Mehmet F. Noyan
   "DEVELOPER"

APPROVED AS TO FORM:

By ______________________
   City Attorney
Date: November 19, 2013
To: Honorable Mayor Buckland & Members of the City Council
From: Police Department
Presentation By: Devin Barber IT Manager / Rob Landon, Police Chief

Summary

Subject: Replacement of Police/Fire Dispatch Radio Consoles and Related Equipment and Installation of Radio Repeater Equipment in South Yuba City

Recommendation: Award a contract in the best interest of the City to Motorola Solutions, Inc. of San Diego, Ca. in the amount of $650,924 to replace the radio consoles and infrastructure in the Police/Fire Dispatch center as well as equipment needed to construct a radio relay station at a location yet to be determined.

Alternatives: 1) Direct staff to prepare a formal bid for this purchase. 2) Do not purchase this fiscal year.

Fiscal Impact: $650,924 Funds are available for this purchase in the Capital Improvement Fund 901182-65518.

Purpose: Replace the Dispatch Radio Console System and install a Radio Relay Station.

Background:

Dispatch Radio Consoles:

A Radio Dispatch System is vital to delivering emergency services to the citizens of our City. The current radio consoles (Centracom Gold Elite) were purchased from Motorola and installed in 1999. They have been updated and overhauled several times over the years with the most recent update in 2006. Motorola announced in 2011 that it would no longer sell this equipment and gave the system an End of Support date of 2018. The equipment that comprises this system has reached the end of its useful life and is in need of replacement.

Radio Relay Station:

The Public Safety radio infrastructure for Yuba City was originally designed to provide coverage down to Lincoln Road. No upgrades to enhance coverage have been undertaken though the City annexed lands South of Lincoln Road and now today provides coverage South to Stewart Road. In 2012, the City was required by the Federal Communications Commission (FCC) to implement narrower radio frequencies in our equipment as part of their initiative to increase the number of radio frequencies available to Law Enforcement Agencies. This mandated change has slightly reduced the City’s already stretched radio coverage. The installation of a radio relay antenna in the southern end of our City is needed to establish good coverage for areas we serve today as well as those we will serve in the future.

This purchase was anticipated and included in the 2013/2014 budget adopted by the City Council.
**Analysis:**

As the City has standardized on Motorola radio equipment, Staff approached Motorola for assistance on these projects. Early on it was recognized that doing both projects at the same time would allow for reduced costs on all the professional services to be performed by Motorola.

Motorola has inventoried all our existing equipment, designed a solution that integrates our unique radio transmitter environment, and engineered an equipment cutover procedure that will keep radio dispatch operations uninterrupted. Motorola engineers have also conducted a radio coverage study of our City to determine locations to place a radio repeater station and how high it must be to ensure good radio coverage. Motorola will train all dispatch personnel on the new equipment and train support staff on its routine maintenance needs.

Staff looked at purchases that other agencies have done that allow piggybacking (CMAS, WSCA, Los Angeles County), as well as issuing our own RFP to procure the services and equipment for this project. Upon review the Los Angeles County agreement offers discounts to equipment and services that would be unavailable to a City our size and allows us to avoid the time commitment of initiating a new bid process, thereby providing the upgrades more expeditiously.

Motorola is also offering the City a prompt contracting discount in the amount of $40,192.00. If the City approves an agreement in a timely manner it allows Motorola to move forward with their existing design and specified hardware without an additional review by their engineering staff.

**Contract Costs:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>$475,407</td>
</tr>
<tr>
<td>Discount utilizing LA County Contract</td>
<td>-$125,410</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$349,997</td>
</tr>
<tr>
<td>Sales Tax</td>
<td>$26,250</td>
</tr>
<tr>
<td>Survey, Engineering, Design, Configuration, Installation, and Training</td>
<td>$314,869</td>
</tr>
<tr>
<td>Discount - Contract by December 13th 2013</td>
<td>-$40,192</td>
</tr>
<tr>
<td>System Total</td>
<td>$650,924</td>
</tr>
</tbody>
</table>

**Fiscal Impact:**

Funds for this purchase have been appropriated in the FY 2014 budget and are available in the Capital Improvement Budget account # 901182-65518. The account has a balance of $700,000, so sufficient funds are available for this purchase.

This purchase will also add to the amount paid for annual support in the amount of $3,500.00. This increased amount will begin in FY 2015.

**Alternatives:**

1) Direct staff to prepare a formal bid for this purchase.
2) Do not purchase this fiscal year.
**Recommendation:**

Award a contract in the best interest of the City to Motorola Solutions, Inc. of San Diego, Ca. in the amount of $650,924 to replace the radio consoles and infrastructure in the Police/Fire Dispatch center as well as equipment needed to construct a radio relay station at a location yet to be determined.

Prepared By: Devin Barber
IT Manager

Submitted By: Steven C. Kroeger
City Manager

Reviewed By:
- Finance
- Police
- City Attorney

RB
RL
TH
Date: November 19, 2013

To: Honorable Mayor & Members of the City Council

From: Administration

Presentation By: Diana Langley, Deputy Director of Public Works – Engineering

Summary

Subject: Consideration of a turn-key project by Chevron Energy Solutions Company to review cost effective energy solutions for Yuba City. Preliminary reviews have identified almost $16 million in potential energy saving opportunities for Yuba City ranging from solar photovoltaic to building lighting systems.

Recommendation: Approve a Phase I “Program Development Agreement” with Chevron Energy Solutions Company for a preliminary assessment of cost effective energy enhancements for implementation. Authorize City Manager to sign the agreement.

A copy of the Staff Report should be attached to the agreement to clarify intent, if needed.

Fiscal Impact: The cost savings from the identified energy enhancements will be sufficient to pay the cost of;

- Phase I - Assessment studies
- Phase II - Engineering
- Phase III - Implementation

The cost for the preliminary assessment would only be borne by the City without implementation. The study cost is $100,000 without solar photovoltaic improvements, $150,000 if all cost effective energy saving alternatives are rejected by Yuba City.

Purpose:

Chevron Energy Solutions Company is proposing a turnkey project that would provide for a three phase project to implement energy conservation measures in Yuba City as follows;

1) A preliminary assessment and identification of projects,
2) Design of the identified projects, and
3) Implementation and financing of select projects

This proposal would provide for a Phase I preliminary assessment. This assessment would consider all energy saving studies previously conducted by the city to determine the feasibility of continuing with prior efforts. The city at its discretion; may decide to continue with further
assessment of these projects, reject these projects or implement projects previously studied with or without Chevron Solutions.

Funding for implementation would come from energy savings over the life of the financing mechanism for implementation. Yuba City would only be obligated to pay out-of-pocket cost between $100,000 and $150,000 if the city elected to not move forward on new (not previously studied) energy conservation measures considered to be cost effective. Chevron Energy Solutions Company has a long history of providing similar services to many jurisdictions in California, most recently in Yuba County and ongoing project(s) in Sutter County.

Background:

Yuba City has been approached by a number of vendors over the last several years. Most recently Chevron Energy Solutions Company has approached the city with a comprehensive proposal for cost effective energy solutions. Yuba City has implemented numerous cost effective energy saving solutions over the years including but not limited to:

- 1kw solar array at the city’s waste water plant
- Solar roof top at the senior center
- New energy efficient HVAC equipment at the civic center and police department buildings
- New lighting fixtures at several buildings (although now obsolete)
- Methane co-junction at time waste water plant
- Replaced pumps and motors with variable speed equipment
- Replaced almost all city street light with LED’s.

In addition to the energy saving improvements already implemented, Yuba City has recently conducted the following studies of energy saving options:

- Solar photovoltaic at the waste water plant, water plant and aquatics center. This study indicated service enhancements without grant support would be marginal.

- PG & E conducted a facilities inventory of energy savings alternatives which identified several potential improvements that would be cost effective and fairly easy to implement. Implementation of these study results can proceed with or without Chevron’s assistance at the direction of the city.

Analysis:

The cost of the preliminary assessment and engineering would be included in the financing mechanism and be amortized over the life of financing. The cost of design is to be determined but should be less than industry standards for such design work (less than 6% of construction cost). The actual cost of construction would be based on bid prices for such work. Financing for the assessment, design and construction would be negotiated or provided by separate contract.

The scope of services is included in the Agreement as Attachment A, it is comprehensive and extensive in both the facilities to be examined, the energy saving technologies to be considered. The cost attribution, by city funding source, is provided as follows:
<table>
<thead>
<tr>
<th>Funding</th>
<th>Projects</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Utilities</td>
<td>Solar photovoltaic plant</td>
<td>$7.8 million</td>
</tr>
<tr>
<td></td>
<td>Variable motors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Filtration backwash</td>
<td></td>
</tr>
<tr>
<td>Waste water (utilities)</td>
<td>Solar photovoltaic plant</td>
<td>$6.3 million</td>
</tr>
<tr>
<td></td>
<td>Variable Meters</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Methane gas co-generation</td>
<td></td>
</tr>
<tr>
<td>Aquatic Center (General Fund)</td>
<td>Solar photovoltaic</td>
<td>$1.2 million</td>
</tr>
<tr>
<td></td>
<td>Solar hot water</td>
<td></td>
</tr>
<tr>
<td>Public Buildings (General Fund)</td>
<td>Lights/etc.</td>
<td>$0.6 million</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$15.9 million</strong></td>
</tr>
</tbody>
</table>

Solar photovoltaic is not previously studied, will be re-examined in this assessment. The Agreement provides that the city will be required to advance any solar photovoltaic project at its discretion. In addition, the assessment of methane co-generation at the waste water plant will examine technologies for methane gas scrubbing and turbine generation. Previous efforts at the waste water plant for co-generation have been difficult to sustain. Chevron Energy Solutions will guarantee their projects as part of the turnkey implementation.

There is somewhat of a good faith agreement with this proposal in that Chevron Energy Solutions is offering a turnkey project for identification, engineering design and implementation based on the city’s commitment to follow through or those projects determined to be cost effective. Chevron is looking for reasonable cost recovery for their work towards implementation. However, the city does not want to be obligated exclusively to Chevron for energy solutions already identified or studied by others. This agreement allows for the city to exclude any energy savings projects already studied at the preliminary stage.

The Agreement provides for arbitration in the event dispute resolution is required.

**City Attorney:**

The City Attorney has reviewed the contract as to form and content. The recommendations of the City Attorney have been incorporated into this agreement.

**Recommendation:**

Consideration of a turn-key project by Chevron Energy Solutions Company to review cost effective energy solutions for Yuba City. Preliminary reviews have identified almost $16 million in potential energy saving opportunities for Yuba City ranging from solar photovoltaic to building lighting systems.

Submitted By:

/s/Steven R. Jepsen
Steven R. Jepsen
City Manager

Reviewed By:

Finance                                        RB
City Attorney                                 TH
PROGRAM DEVELOPMENT AGREEMENT

This PROGRAM DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this _______________ ( ) day of November, 2013 (“Effective Date”) between Chevron Energy Solutions Company, a Division of Chevron U.S.A. Inc. (“Chevron ES”), having its principal offices at 345 California Street, 18th Floor, San Francisco, CA 94104 and the City of Yuba City, California, a municipal corporation, located at 1201 Civic Center Boulevard, Yuba City, CA 95993 (“Customer” and together with Chevron ES the “Parties” and each of Customer and Chevron ES a “Party”.)

WHEREAS, Chevron ES is an energy services and solutions company with the technical and management capabilities and experience to perform an integrated energy assessment (an “Assessment”) and to identify supply-side and/or demand-side energy conservation measures (“ECMs”);

WHEREAS, Customer desires to enter into an agreement to have Chevron ES perform an Assessment in accordance with the scope of work set forth in Attachment A (the “Scope of Work”) for the buildings listed on Part I of Attachment B (the “Included Buildings”), and to deliver a report (“the Report”), described in the Scope of Work, that will be divided into two parts (a “Part One Report” and a “Part Two Report”); and

WHEREAS, the primary purpose of the Assessment and the Report is to provide an engineering and economic basis for the implementation of the ECMs identified in the Report, provided Customer makes the energy cost savings findings required by California Government Code Sections 4217.10 through 4217.18, the Parties intend to negotiate and execute a contract providing for, among other things, engineering, procurement, installation, construction and training services (an “Energy Services Contract”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. ASSESSMENT AND REPORT

Chevron ES agrees to present to Customer the Part One Report within forty-five (45) calendar days after the date on which Chevron ES receives the information listed in Part I of Attachment A (the “Required Information”). Chevron ES agrees to complete the Assessment and to present to Customer the Part Two Report within one-hundred-twenty (120) calendar days after the date on which Chevron ES receives the Required Information. Customer agrees to deliver the Required Information to Chevron ES no later than thirty (30) calendar days after the Effective Date.

Customer agrees to assist Chevron ES in performing the Assessment by (i) providing Chevron ES, its employees and agents, such access to the Included Buildings and other relevant facilities of Customer as Chevron ES deems necessary and (ii) providing, or causing Customer’s energy suppliers to provide, complete and accurate data concerning energy usage and costs related to the Included Buildings and other relevant facilities. Chevron ES shall be entitled to rely upon the accuracy and completeness of all information provided to Chevron ES by Customer and Customer’s energy suppliers. Chevron ES will promptly provide written notice to Customer if Chevron ES determines there is any incorrect data included in the information provided by Customer or Customer’s energy suppliers, but Chevron ES shall have no obligation to correct or confirm any such information unless otherwise specified in the Scope of Work. Any change(s) in the Scope of Work shall be set forth in a writing executed by the Parties.

2. COMPENSATION TO CHEVRON ES; TERMINATION

Customer shall compensate Chevron ES for its performance of the Assessment by payment to Chevron ES of a fee (the “Assessment Fee”) in the amount of one-hundred-fifty-thousand dollars ($150,000). In the Part One Report, Chevron ES will propose certain solar photovoltaic system (subject to size limitations of California Solar Initiative applications) projects. If Customer decides not to implement all of these projects, then the Assessment Fee will be reduced to one-hundred-thousand dollars ($100,000).

The Assessment Fee will be due and payable thirty (30) calendar days after Chevron ES’s submission of the Part Two Report; provided that if on such thirtieth (30th) calendar day Chevron ES and Customer are negotiating an Energy Services Contract in good faith, the Assessment Fee will be due ninety (90) calendar days after Chevron ES’s
submission of the Part Two Report; provided further, that if Chevron ES and Customer execute an Energy Services Contract within ninety (90) calendar days after Chevron ES’s submission of the Part Two Report, the Assessment Fee shall be incorporated into the total contract amount payable under such Energy Services Contract.

Each of Customer and Chevron ES reserves the right to terminate this Agreement at any time during the course of the Assessment, by delivery of written notice to the other. If this Agreement is terminated by Customer, a fee will be payable by Customer to Chevron ES within thirty (30) calendar days of termination, in an amount equal to the greater of (i) Chevron ES’s estimate of its fees, costs, expenses, disbursements and overhead incurred through the date of termination and (ii) a pro-rated fee based on Chevron ES’s estimate of the percentage of completion of the Assessment. If this Agreement is terminated by Chevron ES, Customer shall have no obligation to pay any portion of the Assessment Fee to Chevron ES. If Chevron ES determines that the projected savings from implementation of the ECMs identified during the Assessment cannot result in a paid-from-savings project which complies with California Government Code Sections 4217.10 through 4217.18, the Assessment and this Agreement will be terminated by Chevron ES. Chevron ES shall conduct a phased review of solar photovoltaic systems (subject to size limitations of the California Solar Initiative applications) and cogeneration system (including alternatives for gas scrubbing) for their standalone cost effectiveness. These technologies will be reviewed and implemented in conjunction with Customer as provided in Section 8, below.

Any amount not paid when due shall, from and after the due date, bear interest at a fluctuating rate equal to the sum of (a) The United States Prime Rate as listed from time to time in the Eastern print edition of the Wall Street Journal® plus (b) 2% per annum. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

3. INSURANCE

Chevron ES shall maintain, or cause to be maintained, for the duration of this Agreement, the insurance coverage outlined in subsections A through G below, and all such other insurance as required by applicable law. Evidence of coverage will be provided to Customer via a Certificate of Insurance or a Self Administered Claims Letter.

A. Workers’ Compensation/Employers Liability for states in which Chevron ES is not a qualified self-insured.
   Limits as follows:
   * Workers’ Compensation: Statutory
   * Employers Liability: Bodily Injury by accident $1,000,000 each accident
   Bodily Injury by disease $1,000,000 each employee
   Bodily Injury by disease $1,000,000 policy limit

B. Commercial General Liability insurance with limits of:
   * $1,000,000 each occurrence for Bodily Injury and Property Damage
   * $1,000,000 General Aggregate - other than Products/Completed Operations
   * $1,000,000 Products/Completed Operations Aggregate
   * $1,000,000 Personal & Advertising Injury
   * $100,000 Damage to premises rented to Chevron ES

Coverage to be written on a claims-made form. Coverage to be at least as broad as ISO form CG 0002 (12/07), without endorsements that limit the policy terms with respect to: (1) provisions for severability of interest and (2) explosion, collapse, underground hazard.

C. Auto Liability insurance for owned, hired and non-owned vehicles with limits of $1,000,000 per accident.
   Coverage to be written on an occurrence form.

D. Professional Liability insurance with limits of:
   * $1,000,000 per occurrence
   * $1,000,000 aggregate

Coverage to be written on a claims-made form.

E. Excess Liability insurance. Limits as follows:
   * $1,000,000 each occurrence
   * $1,000,000 aggregate
Coverage terms and limits to apply in excess of the per occurrence and/or aggregate limits provided for Commercial General Liability and Professional Liability written on a claims made form. Coverage terms and limits also to apply in excess of those required for Employers Liability and Auto Liability written on an occurrence form.

F. Policy Endorsements.
   * The insurance provided for Workers Compensation and Employers Liability above shall contain waivers of subrogation rights against Customer, but only to the extent of the indemnity obligations contained in this Agreement.
   * The insurance provided for Commercial General Liability and Auto Liability above shall:
     (1) include Customer as an additional insured with respect to Work performed under this Agreement, but only to the extent of the indemnity obligations contained in this Agreement, and
     (2) provide that the insurance is primary coverage with respect to all insureds and shall not be considered contributory insurance with any insurance policies of Customer, but only to the extent of the indemnity obligations contained in this Agreement.

G. In lieu of any insurance required in this Section 3, Chevron ES may self insure hereunder and use a self administered claims program (a “SACP”) for this purpose. Chevron ES will notify Customer in writing thirty (30) calendar days prior to cancellation of the SACP.

4. INDEPENDENT CONTRACTOR

Chevron ES shall perform as an independent contractor under this Agreement. None of Chevron ES, its consultants and subcontractors, and their respective employees and agents, are employees of Customer or the County of Sutter for any purpose. This Agreement may not be construed to represent the creation of an employer/employee relationship. Chevron ES shall act in an independent capacity and retain sole discretion in the manner and means of carrying out its activities under this Agreement. Chevron ES is free to work for other entities while under contract with Customer.

5. CREDIT

If, at any time, Customer’s credit rating falls below investment grade as defined by Moody’s Investors Services (or other nationally-recognized independent rating agency), Customer agrees to provide Chevron ES with current information regarding its creditworthiness upon the request of Chevron ES. At its sole option, Chevron ES may then require Customer either to (i) provide security satisfactory to Chevron ES, and the Work Product (as defined below) may be withheld until such security is received, or (ii) deposit the Assessment Fee into a third-party escrow account with an escrow agent and subject to an escrow agreement, in each case acceptable to Chevron ES.

6. CONFLICTS OF INTEREST

Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, neither Customer nor any director, employee, or agent of Customer or its subcontractors or vendors shall give to or receive from any director, employee, or agent of Chevron ES any gift, entertainment, or other favor of significant value, or any commission, fee, or rebate. Likewise, neither Customer nor any director, employee, or agent of Customer or its subcontractors or vendors shall, without prior written notification thereof to Chevron ES, enter into any business relationship with any director, employee, or agent of Chevron ES or any Affiliate, unless such person or entity is acting for and on behalf of Chevron ES. Customer shall promptly notify Chevron ES of any violation of this Section and any consideration received as a result of such violation shall be paid over or credited to Chevron ES. Additionally, in the event of any violation of this Section, including any violation occurring prior to the date of this Agreement, resulting directly or indirectly in Chevron ES’ consent to enter into this Agreement, Chevron ES may, at Chevron ES’ sole option, terminate this Agreement at any time. Any representatives authorized by Chevron ES may audit any and all records of Customer and its subcontractors and vendors for the sole purpose of determining whether there has been compliance with this Conflicts of Interest Section. “Affiliate” means any legal entity that controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to “control” another if it owns directly or indirectly at least fifty percent of either of the shares entitled to vote at a general election of directors of such other entity or the voting interest in such other entity if such entity does not have either shares or directors.

7. ENERGY SERVICES CONTRACT
Provided Customer makes the energy cost savings findings required by California Government code Sections 4217.10 through 4217.18, it is the intent of Customer and Chevron ES to pursue cost effective energy retrofits and ECMs at the Included Buildings pursuant to an Energy Services Contract, both Parties agree to enter into good faith negotiations of an Energy Services Contract immediately following completion of the Assessment.

8. DESIGN INFORMATION

Customer is prohibited from using any work product prepared or produced by Chevron ES under this Agreement that reflects any designs, design criteria, drawings, specifications, scope definition, project program definition, or any other design-related information (collectively, “Design Information”) with a contractor(s) other than Chevron ES or by itself to further develop, construct, or implement the Design Information. The prohibition set forth in the preceding sentence ends five (5) years after the later of (i) delivery of the Part Two Report and (ii) the termination of this Agreement by Customer for any reason or by Chevron ES for breach by Customer. If Chevron ES determines that Customer has violated this prohibition, Chevron ES may seek to recover, pursuant to Section 15 below, all damages that Chevron ES may be entitled to recover at law or in equity.

Customer shall not, by virtue of this Agreement, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Assessment or the Report.

For clarity, subject to the other provisions of this Section, the provisions of this Section 8 are not intended to, and do not, prohibit Customer from implementing ECMs that Customer identified prior to entering into this Agreement independent of any assistance from Chevron ES or information derived from Chevron ES, regardless of whether that implementation occurs during the five-year period set forth above or otherwise.

Chevron ES will conduct assessments of solar photovoltaic systems (subject to size limitations of the California Solar Initiative applications) and cogeneration system (including alternatives for gas scrubbing) to determine the cost effectiveness of each of these technologies as a standalone component. Any solar photovoltaic system and/or cogeneration system determined to have cost effective energy savings potential will be reviewed and implemented with approval of Customer.

9. LIMITATION OF LIABILITY

Chevron ES will not be liable, in connection with this Agreement or any analysis, report, or other deliverables provided hereunder, for damages of any kind, including special, indirect, incidental, consequential or punitive damages, however caused, under any theory of liability and regardless of either Party’s fault. Per Section 8 above, under certain circumstances Customer is prohibited from utilizing Chevron ES’s Work Product for a period of five (5) years and Customer may be required to pay liquidated damages to Chevron ES for violating this prohibition. In addition, if Customer uses the information provided hereunder or in the Report for implementation purposes without the written permission of Chevron ES, Customer agrees to waive and release, and indemnify and hold harmless, Chevron ES, its subcontractors, and their directors, employees, subcontractors, and agents from any and all liability, claims, damages, losses and/or costs associated with or resulting from such use.

10. AMERICAN RECOVERY AND REINVESTMENT ACT

In the event Customer is using American Recovery and Reinvestment Act (“ARRA”) funding, in whole or in part, to pay for the Assessment, Customer acknowledges and agrees that the supplies and services hereunder are being procured and purchased under state or local procurement laws and Chevron ES is a “vendor” or “contractor” hereunder. As such, Customer agrees that Chevron ES is not a recipient, grantee, awardee, subrecipient, subgrantee or subawardee of ARRA funds hereunder. In the event that the awarding agency or a court of proper jurisdiction determines that Chevron ES is a recipient, grantee, awardee, subrecipient, subgrantee or subawardee under the ARRA funded grant, rather than a “vendor” or “contractor,” Chevron ES reserves the right to terminate this Agreement at its discretion. Customer agrees to release, defend, indemnify, and hold Chevron ES harmless from and against any claims, costs, or damages arising out of or related to such a determination notwithstanding any other provisions in this Agreement.

11. NONDISCRIMINATION; COMPLIANCE WITH LAWS; CONFIDENTIALITY; DATA PROTECTION

Chevron ES shall comply with all applicable laws, rules, regulations and policies, including, but not limited to, those relating to nondiscrimination, accessibility and civil rights.
Chevron ES is not a municipal advisor and does not provide advice with respect to municipal securities or other municipal financial products.

To the extent permitted by applicable law, the Parties shall maintain the confidentiality of all non-public information, documents, programs, procedures, and all other non-public items that the Parties encounter during the Assessment or pursuant to this Agreement. This requirement shall be ongoing and shall survive the termination of this Agreement.

Chevron ES and Customer agree that it is not anticipated that any personal data will be processed by Customer on behalf of Chevron ES under or as a result of this Agreement (other than as contained within the terms of the Agreement). If Customer begins to process personal data on behalf of Chevron ES, Customer will immediately notify Chevron ES and the Parties will incorporate appropriate data protection provisions into this Agreement.

12. FORCE MAJEURE

Neither Party shall be considered to be in default in the performance of any material obligation under this Agreement (other than the obligation to make payments) when a failure of performance shall be due to an event of Force Majeure. The term “Force Majeure” shall mean any cause beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which, despite using commercially reasonable efforts, it has been unable to overcome. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period, without incurring commercially unreasonable costs to remove or remedy the cause of Force Majeure. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party. For the avoidance of doubt, notwithstanding anything in this Section 12, each of the Parties retains its right to terminate this Agreement pursuant to Section 2.

13. PROHIBITED PARTIES AND TRANSACTIONS

Chevron ES is an affiliate of a United States company with a policy requiring it to comply with all applicable laws, including economic sanctions and trade restrictions imposed by the United States government. Chevron ES has undertaken to provide its parent organization with any information relevant to its potential involvement with any party that may be the target of such sanctions and restrictions. Accordingly, Customer shall provide Chevron ES with reasonable advance notice of the names of any of Customer’s or Customer Affiliates’, subcontractors, directors, officers, employees, and other personnel associated with the services performed under this Agreement which may be any of the following:

(A) The target of, or owned or subject to control by any country, institution, organization, entity or person that is the target of, economic sanctions and trade restrictions imposed by the United States government;
(B) Debarred or otherwise excluded or declared ineligible to participate in U.S. government contracts or contracts, grants or other programs financed in whole or in part by the U.S. government; and
(C) Listed by the U.S. Departments of Commerce or State as an entity with which U.S. persons may not engage in export or re-export related transactions.

14. AMENDMENT; COUNTERPARTS; INTEGRATION

This Agreement may not be amended except by a writing executed by both Parties. No oral amendment shall be enforceable, even if supported by new consideration.

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by email or fax shall be effective as delivery of a manually executed counterpart of this Agreement.

15. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE; SEVERABILITY

In the event of a dispute, claim, or controversy (“Dispute”) arising out of or in connection with this Agreement, the Parties will confer and attempt to resolve the matter informally. If such Dispute cannot be resolved in this manner within ten (10) Business Days after notice of the Dispute is given to the other Party, then the Dispute shall be settled by arbitration administered by the American Arbitration Association (“AAA”) under its Construction Industry Arbitration Rules. The arbitration shall be heard by one arbitrator, who shall have experience in the general subject matter to
which the dispute relates, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place at the AAA office geographically closest to the site where the Assessment has been performed. The arbitrator does not have the power to award, and may not award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs are to be shared equally by the parties, regardless of which Party prevails. Each Party will pay its own costs of legal representation and witness expenses.

This Agreement is governed by the laws of the State of California. The Parties consent to personal jurisdiction and venue of the State and Federal Courts within the City and County of San Francisco, California, and, by execution and delivery of this Agreement, each of the Parties hereby (i) accepts the jurisdiction of the foregoing courts for purposes of enforcement of any arbitral award and (ii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum.

If any term of this Agreement is declared by a court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the other terms of this Agreement shall not be affected or impaired thereby, and the rights and obligations of the Parties shall be enforced as if the illegal, invalid or unenforceable term were revised to the minimum extent necessary to make such term legal, valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Agreement.

Chevron Energy Solutions Company,  
a Division of Chevron U.S.A. Inc.  

CUSTOMER:  

City of Yuba City  

By:  

By:  

Print Name:  

Print Name:  

Title:  

Title:
Attachment A

I. Required Information (Needed to Proceed).

A. Customer shall provide the following detailed documentation:

1. Actual utility company invoices for all utilities serving the Included Buildings, for the five (5) years immediately prior to the Effective Date, with a minimum of three (3) years, beginning with the most recently completed month.

2. Record drawings (AutoCAD or hard copy) for the Included Buildings, including:
   a. mechanical
   b. plumbing
   c. electrical
   d. building automation and temperature controls
   e. structural
   f. architectural
   g. modifications and remodels

3. AutoCAD or hard copy of 8 ½” x 11” or 11” x 17” floor and roof plans of all Included Buildings, as well as information on the age, type and condition of the roof of each Included Building.

4. A list of key contacts at each site, including Customer personnel knowledgeable of the electrical, HVAC, lighting and controls systems.

5. Energy management system and HVAC equipment operating schedules, point lists and sequences of operation.

6. Utility company demand interval recordings of 15/30 minute electrical demand for characteristic months of the year, to the extent available.

7. Original construction submittals and factory data (specifications, pump curves, etc.), to the extent available.

8. Test and balance reports for water and air systems, to the extent available.

II. Scope of Work.

Chevron ES will perform the following Scope of Work:

A. Perform detailed review of documents delivered above.

B. Perform an inspection survey to:

1. Identify potential ECMs and opportunities for distributed and renewable generation technologies.

2. Identify the potential locations and type of application for solar PV and other ECM installations.

3. Interview the facility manager, chief engineer, or others as needed in Chevron ES’s discretion.

4. Obtain the hours of operation for building systems and equipment, and expected occupancy and use.

5. Survey major energy using equipment and record (to extent available) the pertinent information for the following:
   a. Lighting
   b. HVAC equipment
   c. Controls and automation
   d. Pool pump
   e. Motors
6. Perform a site survey that may consist of:
   a. Site walk
   b. Shading analysis
   c. Preliminary structural analysis

7. Perform a utility analysis and solar photovoltaic production analysis that may consist of:
   a. Identify current rate schedule, analyze electrical usage and model load profile for each proposed site
   b. Determine expected solar photovoltaic production curve for proposed sites
   c. Overlay electrical load profile with expected solar photovoltaic production curve to “right size” the solar photovoltaic system(s) and identify potential rate restructuring opportunities.

C. Prepare a post-inspection status update that may consist of:
   1. **Demand Side**: List of energy retrofit opportunities that appear likely to be cost effective and warrant further analysis.
   2. **Supply Side**: List of potential sites for distributed generation, possible layouts, estimated capacity and production.

D. Tabulate the data gathered during the site survey and process as required. Prepare in a format suitable for inclusion in the Report.

E. Meet with Customer to review list of potential sites for solar photovoltaic installations and select sites.

F. Prepare certain preliminary engineering for each solar photovoltaic installation and energy retrofit option, which preliminary engineering may include:
   1. A general, preliminary scope of the construction work required for installation of work.
   2. Rough sizing of major equipment and a preliminary selection.

G. Calculate energy use and cost for each proposed ECM.
   1. For each proposed ECM, calculate annual energy savings
   2. Calculations will generally employ computer simulation or spreadsheet analysis.
   3. Calculations will follow the methodology of ASHRAE or other nationally recognized authority and be based on sound engineering principle(s).
   4. Operational and maintenance savings, if any, will be identified as a separate line item.

H. Prepare a proposed “Project Cost” and a list of “Services to Be Provided,” in anticipation of Chevron ES and Customer entering into an Energy Services Contract to design, construct, install, and monitor the projects proposed in the Report.

I. Provide to Customer a Report which will include:
   1. Description of proposed ECMS
   2. Conclusions and recommendations, including economic analysis of retrofit measures
   3. Summary per meter of utility history, energy use baseline, and applicable utility rates
   4. Proposed measurement and verification plan

   The Report will be divided into two parts: Part One Report and Part Two Report. See Section III.(A.) below for a discussion of these two parts.

J. Meet with Customer to:
   1. Review the retrofit options proposed in the Report, and assemble a package of options compatible with Customer’s investment and infrastructure improvement goals; and
2. Review the proposed Project Cost and list of Services to Be Provided to determine which further services Customer may want Chevron ES to provide in an Energy Services Contract.

III. Technologies to be Considered:

A. The technologies listed below shall be considered during the performance of feasibility assessments:

1. Solar photovoltaic systems subject to size limitations of the California Solar Initiative applications
2. Solar hot water heating
3. Variable frequency drive for the swimming pool pumps
4. Cogeneration system including alternatives for gas scrubbing
5. New VSA (Vacuum Swing Adsorption) technology for oxygen generation at the Water Reclamation Plant
6. Energy management system/controls
7. Interior and exterior lighting systems
8. Energy efficient motors
9. HVAC system replacement/retrofit
10. Recapture of the effluent generated by backwashing of the filter system at the Water Treatment Plant

The Part One Report will address the technologies listed at numbers 1, 2, 3, 7, and 8, above. The Part Two Report will address the technologies listed at numbers 4, 5, 6, 9, and 10 above.
ATTACHMENT B

CUSTOMER BUILDING INVENTORY
=all buildings – both included and excluded – must be listed=

PART I: BUILDINGS INCLUDED IN ASSESSMENT

Building Name
Water Reclamation Plant
Water Treatment Plant
Gauche Aquatic Park
Police Station
City Hall
Fire Station #1
Fire Station #2
Fire Station #3
Fire Station #4
Fire Station #7
Corporation Yard
Senior Center

PART II: BUILDINGS NOT INCLUDED IN ASSESSMENT

Building Name
Any other building not listed above
Date: November 19, 2013
To: Honorable Mayor & Members of the City Council
From: Community Development Department
Presentation by: Aaron M. Busch, Director of Community Development

Summary

Subject: Combine the Community Development Tech I and the Community Development Tech II positions into a single, flexibly staff Community Development Tech I/II position.

Recommendation: Adopt a resolution combining the Community Development Tech I and the Community Development Tech II positions into a single, flexibly staff Community Development Tech I/II position.

Fiscal Impact: $6,268 in additional salary and benefit costs annually.

Purpose:
To combine the Community Development Tech I and the Community Development Tech II positions into a single, flexibly staff Community Development Tech I/II position.

Background:
Currently the Community Development Department relies on two Community Development Technicians (both I and II) to provide the necessary front counter assistance to the general public. These positions also provide important services for building, planning and code enforcement activities as well. These positions require skilled technical experience related to a wide variety of development services and are critical to the successful processing of all permit activity within the city.

Presently the two Tech positions (Tech I and Tech II) are considered separate job classifications. Although the duties for the two positions are very similar, the certificate requirements are quite different. The purpose for the proposed reclassification is to make the two positions a combined, flexibly staffed classification which is more consistent with this type of position in other jurisdictions.

Analysis:
The current job description(s) for the Tech I and Tech II positions require very similar skills and experiences to each other. However, the Tech II position requires an individual to be a certified International Conference of Building Officials (ICBO) Building Inspector or Plans Examiner.
The type of certification is the same requirement for the City’s Building Inspector and Plans Examiner positions which are considered a more technical (and higher salaried) position than the Tech II position.

In looking at how other jurisdictions classify their front counter technicians, there is a general industry standard that if there is a hierarchy of positions in that capacity, that position is a flexibly staffed position between a I and II level. The Level I position is more of an entry level position in terms of skills and experiences, while the Level II position is more of a journey level that requires additional years of experience and is able to handle the more complex projects with less supervision.

The proposed Community Development Technician I/II position will be a flexibly staffed position that will be more in line with current practices throughout the region. To ensure that this position still maintains a certain level of professional certification, staff is recommending that Level I Techs be required to obtain an ICBO Permit Tech certificate within one year of hire. To be eligible for a Level II Tech position, the individual must already have the Permit Tech certificate.

Staff believes that the proposed flexibly staffed position will allow for more opportunities for professional growth within the organization, be more consistent with industry standards, and still ensure that outstanding professional technical and customer service is provided to our customers.

**Fiscal Impact:**

The combination of the separate classifications results in an increase of $6,268 per year.

**Alternatives:**

Do not approve the combination of the Community Development Tech I and II positions.

**Recommendation:**

Adopt a resolution combining the Community Development Tech I and the Community Development Tech II positions into a single, flexibly staff Community Development Tech I/II position.

Prepared by:  
Submitted by:

/s/ Aaron M. Busch  
Steven C. Kroeger
Aaron M. Busch  
Steven C. Kroeger
Director of Community Development  
City Manager

Reviewed by:

Finance  
City Attorney  
Other

RB  
TH  
___________________
RESOLUTION NO. ______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE COMBINING OF THE COMMUNITY DEVELOPMENT TECH I AND THE COMMUNITY DEVELOPMENT TECH II POSITIONS INTO A SINGLE, FLEXIBLY STAFF COMMUNITY DEVELOPMENT TECH I/II POSITION

WHEREAS, the efficiency of governmental operations is of paramount concern to the City Council, City Management and taxpayers alike; and

WHEREAS, the City periodically evaluates changes in responsibilities and duties performed by employees subsequent to structural changes in the configuration of departments.

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

SECTION I.

The Community Development Tech I and the Community Development Tech II positions shall be combined into a single, flexibly staff Community Development Tech I/II position.

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 19th day of November 2013.

AYES;

NOES:

ABSENT:

____________________
John Buckland, Mayor

ATTEST:

____________________
Terrel Locke, City Clerk
Date: November 19, 2013
To: Honorable Mayor & Members of the City Council
From: Administration
Presentation By: Steven C. Kroeger, City Manager

Summary
Subject: Approving the terms and conditions for the Interim Public Works Director/City Engineer consistent with those of all other Department Directors and setting the Public Works Director/City Engineer salary

Recommendation: Authorize the City Manager to sign the Employment Agreement with the Interim Public Works Director/City Engineer setting the terms and conditions of employment including provisions for the 10% furloughs until such time as amended by City Council action and approve the resolution that establishes the Public Works Director/City Engineer salary

Fiscal Impact: There is an overall savings of $204,093 ($144,883 for General Fund and $59,210 for Utilities Fund) by not filling the Public Works Director/City Engineer position until this point and by not backfilling the Deputy Public Works Director, Engineering position going forward.

Purpose:
To appoint Diana Langley as the Interim Public Works Director/City Engineer of Engineering, Water/Sewer, Streets, and Utilities.

Background:
The previous Public Works Director/City Engineer, George Musallam, retired in April 2013. After Mr. Musallam’s retirement, the former City Manager, Steven Jepsen, performed the duties of the Public Works Director position. The appointment of Diana Langley to Interim Public Works Director/City Engineer would fill this essential position on a go forward basis. Mrs. Langley has provided a high level of leadership, efficiency, and adaptability as the Deputy Public Works Director of Engineering. Mrs. Langley’s long term tenure with the City through a variety of projects has exposed her to the breadth of knowledge needed to lead this department into the future.

Upon appointment to the Interim Public Works Director/City Engineer, Mrs. Langley’s previous position of Deputy Public Works Director, Engineering will remain unfilled until such time as the Public Works Director/City Engineer is filled on a permanent basis. As Interim Public Works Director/City Engineer, Mrs. Langley will assume full responsibility of the City’s Engineering, Water/Sewer, Streets Division along with the Water and Wastewater Treatment Facilities.
Alternatives:
Do not authorize the employment contract of the Interim Public Works Director/City Engineer.

Fiscal Impact:
There is an overall savings of $204,093 ($144,883 for General Fund and $59,210 for Utilities Fund) by not filling the Public Works Director/City Engineer position until this point and by not backfilling the Deputy Public Works Director, Engineering position going forward.

Recommendation:
Authorize the City Manager to sign the Employment Agreement with the Interim Public Works Director/City Engineer setting the terms and conditions of employment including provisions for the 10% furloughs until such time as amended by City Council action.

Attachments:
- Resolution for Public Works Director/City Engineer salary schedule
- Employee Agreement - Diana Langley
- Amendment Letter to Agreement - Furloughs

Prepared and Submitted By:

/s/ Natalie Walter           /s/ Steven C. Kroeger
Natalie Walter
Human Resources Director

Reviewed By:

Finance:             RB
City Attorney         TH
RESOLUTION NO. ______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE MODIFICATION TO THE SALARY SCHEDULE AND COMPENSATION PLAN FOR THE PUBLIC WORKS DIRECTOR/CITY ENGINEER

WHEREAS, the efficiency of governmental operations is of paramount concern to the City Council, City Management and taxpayers alike; and

WHEREAS, it is in the best interest of the City to establish salaries at levels that attract and retain quality employees; and

WHEREAS, the salary of the Public Works Director/City Engineer needs to be set at an appropriate level among other department head salaries.

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

SECTION I.

The salary schedule shall reflect the following modifications to the Salary Schedule and Compensation Plan:

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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 19th day of November 2013.

AYES;

NOES:

ABSENT:

_______________________
John Buckland, Mayor

ATTEST:

____________________
Terrel Locke, City Clerk
Employment Agreement between the City of Yuba City and Diana Langley

This Agreement made and entered into on November 19, 2013, by and between the City of Yuba City, California, a general law city, (herein called “the Employer”) and Diana Langley (hereinafter called “Employee”) with respect to employment as the Interim Public Works Director/City Engineer for Yuba City, California.

Section 1: Term

The term of this agreement shall be ongoing unless notice that the Agreement shall terminate is given or the Agreement is replaced or amended by mutual agreement of both parties in the future. The employee acknowledges she serves in the position of Interim Public Works Director/City Engineer at the discretion of the City Manager.

Section 2: Duties and Authority

Employer agrees to employ Diana Langley as Interim Public Works Director/City Engineer to perform the functions and duties specified in the City’s job description for this position. Employee shall hold the appointed office at will and at the pleasure of the City Manager. The Employee understands that she has no constitutionally protected property or other interest in this employment.

Section 3: Compensation

Base Salary: Employer agrees to pay Employee an annual base salary of $136,296 with an hourly rate of $65.53, with annual adjustments based on performance and/or market comparisons at the discretion of the City Manager and City Council. The annual base salary does not take into consideration furlough programs or any other changes in compensation (increase or decrease) which would be subject to negotiation.

Compensation shall be payable in installments at the same time that the other Executive Management employees of the Employer are paid.

In the event that there are wage reductions or furlough programs implemented, the same conditions that are applied to other bargaining units and management organizations may also be implemented for the Interim Public Works Director/City Engineer after discussion with the City Manager.

Section 4: Health, Disability and Life Insurance Benefits

1. The Employer agrees to provide for comprehensive medical insurance and vision/dental on a pre-tax basis for the Employee and his dependents equal to that which is provided to all other General employees of the Employer.
2. The split for medical costs shall be 80%/20% between the City and the Employee, with the City paying 80% of the total premium cost and the Employee paying 20%. The contribution shall be based on the lowest cost health plan available to the majority of City employees.

3. Employee shall pay the same premium amount of the City’s dental and vision plan as provided to all other employees.

4. Cash-in-Lieu payments of medical insurance shall be calculated as outlined below.

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than the entire coverage. Employees who reduce the level of health care coverage to which they are entitled; i.e., from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, shall be entitled to Cash-in-Lieu benefit.

The employee making the election covered above, shall receive the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage leave and Cash-in-Lieu benefit for the lower level elected.

Cash-in-Lieu of medical insurance payments to employees electing to forego health insurance coverage will be based on the below percentage of the current lowest cost health plan available to the majority of City employees (this amount is subject to change based on the City’s negotiations with bargaining units):

- Employee only: 25%
- Employee plus one dependent: 25%
- Family coverage: 30%

5. Life insurance benefit amount of $50,000 shall be maintained for the Employee.

Section 5: Vacation and Leave

The Employee shall accrue sick leave and vacation at the rate provided to all other General Employees of the Employer.

The Employee is entitled to accrue all unused sick leave, without limit, and vacation leave accrual shall have the limits as set forth in the Personnel Rules and Regulations. In the event the Employee’s employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.
The Employee shall annually be credited with eighty (80) hours of administrative leave per year.

Up to forty (40) hours of unused leave time may be converted annually to compensation at the discretion of the employee. At the end of each calendar year, the Employee may cash out a maximum of 40 hours to be paid in the first pay period of the succeeding calendar year, and/or may carry over their unused balance up to 40 hours, subject to following limitations. Employees shall be allowed to carry over unused administrative leave to the next calendar year, subject to a maximum carry over balance of 80 hours.

Section 6: Retirement

1. The Employer agrees to enroll the Employee into the Public Employee Retirement System (PERS) and to make all the appropriate contributions on the Employee’s behalf, for both the Employer and Employee share required.

2. The City shall pay 100% of the Employee’s contributions to PERS. The City shall report 100% of the employer payment of member contributions (EPMC) to PERS as additional compensation for retirement purposes only.

3. Employee shall receive a monthly City contribution of $200 paid into a City of Yuba City deferred compensation plan.

4. In addition to the Employer’s payment to the state or local public retirement system (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation or other Section 457 deferred compensation plan for Employee’s participation in said supplementary retirement plan.

5. If the Employee retires from the City, has at least five years of City service, and is of full retirement age (55 for miscellaneous and 50 for public safety) the Employee shall have the “Employee Only” medical premium paid by the City until such time as the employee is eligible to receive Medicare. If the Employee receives a disability retirement, this benefit is not available. The amount of premium paid by the City will be determined each year by what the City’s maximum health insurance contribution is for “Mid-Manager” Employees. The retiree will be responsible for paying the difference based on the City’s contribution. The retiree health care plan is separate from the employee health care plan which will result in a difference in premiums between the two plans. The cost of health care, if any, beyond the normal single employee health care contribution by the City will be the responsibility of the Employee. If the retiree selects a health plan that costs less than the City’s contribution, they will not be eligible to receive the cash difference. All premium contributions must be received one month in advance and it is the responsibility of the retiree to ensure that the City receives the payment. Failure to pay the retiree’s contribution in a timely manner may result in the loss of the benefit.
Section 7: General Business Expenses

1. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in two professional organizations necessary and desirable for the Employee’s continued professional participation, growth, and advancement, and for the good of the Employer.

2. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer.

3. The Employer shall provide Employee with a cell phone required for the Employee to perform the job and to maintain communication. Usage of cell phone shall be in accordance with the City’s policy on cell phone usage.

Section 8: Termination

For the purpose of this Agreement, termination shall occur when:

1. The City Manager terminates the Employee with or without cause.

2. The Employer reduces the base salary, compensation or any other benefit of the Employee, unless it is applied in no greater percentage than the average of all Executive Management. Such action shall be considered a breach of this agreement and will be regarded as termination.

3. If the Employee resigns following a formal offer to accept resignation by the City Manager, then the Employee may declare a termination as of the date of the resignation offer.

Section 9: Reversion Rights

In the event that the Employee is terminated as defined in Section 8 or if Employee voluntarily resigns from her position as the Interim Public Work Director/City Engineer, Employee shall have the right, at her option, to revert to her position as the Deputy Public Works Director, Engineering at the current salary and benefits, except to the extent that changes to salary and benefits have occurred to the other employees in the Mid-Manager bargaining unit.

Notwithstanding the above, Employee shall not have the right to revert to her Deputy Public Works Director, Engineering position pursuant to this section if Employee is terminated for the conviction of a crime involving an abuse of her office or position as defined in Government Code 53243.4
Section 10: Resignation

In the event the Employee voluntarily resigns their position with the Employer, the Employee shall provide a minimum of two (2) weeks’ notice, unless the parties agree otherwise.

Section 11: Performance Evaluation

Employer shall annually review the performance of the Employee in April/May of each year. The evaluation process, form, criteria, and format for the evaluation shall be mutually agreed upon by the Employer and Employee. At a minimum the evaluation shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee’s primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, with City Manager approval, elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

Section 14: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee’s duties as Interim Public Works Director/City Engineer or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer’s expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments,
interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney’s fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Pursuant to Government Code 53243.1, if any City funds are provided for the legal criminal defense, said funds shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of her office or position.

Section 15: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Yuba City Municipal Code or any other law.

Section 16: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service.

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

1. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

2. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

3. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to
be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

4. Effective Date. This Agreement shall become effective on November 19, 2013.

Dated: _______________________                     _________________________

Diana Langley
Interim Public Works Director/City Engineer

Dated: _______________________                       _________________________

Steven Kroeger
City Manager

Attest:                                            Approved as to Form:

Terrel Locke, City Clerk             Timothy P. Hayes, City Attorney
Amendment Letter to Employment Agreement

Between the City of Yuba City and

Interim Public Works Director/City Engineer, Diana Langley

The City’s revenues have continued to decline in relationship to the ongoing state and national economic conditions. While revenues have continued to decline, employee related costs for PERS and healthcare have continued to escalate. The adopted budget for FY 10-11 included a structural deficit of $2.6 million. For the FY 11-12 budget, the City is projecting property tax revenues will decline while costs for PERS and healthcare will continue to increase. If we were to do nothing, this deficit will grow. After reducing the deficit by $1 million ($250,000 for employee attrition and $750,000 for materials, supply & services reductions), the City will face a structural deficit of just under $3.0 million as it proceeds with developing the FY 11-12 budget.

Due to current economic conditions, the City of Yuba City and the Executive Staff have agreed to the following:

1. Term

The term of this agreement is consistent in recognizing the ongoing need for concessions and the sustainability of these concessions. The agreement will remain in effect for three years from June 18, 2011 through June 13, 2014.

2. Furlough Programs

The Executive staff agrees to a ten (10) percent furlough for a total of 26 unpaid days per year for the three (3) year duration of this amendment. The work schedule for these employees shall be set by the City Manager.

The Furlough Program will provide for a 10 percent reduction in work hours (26 days per year) with a commensurate reduction in payment for the hours not worked. This savings, or pay reduction, will be spread over the 26 pay periods of this amendment. The City Manager will have discretion to set the work schedule for the Executive Staff’s 10 percent Furlough Program on a collective or individual basis as reasonable and necessary to serve the public.

In accordance with the City’s Personnel Rules and Regulations, Section 2.10 A, holidays are paid on an eight (8) hour basis. In addition, Section 2.10 C (3) requires employees on alternate work schedules shall supplement holidays with other leave to equal their scheduled work hours. To continue the above example, an employee would use an additional one-half hour vacation, comp time or administrative leave for days off scheduled on Monday through Thursday.
If the furlough bank program is utilized by Executive Staff, they will endeavor to use Furloughed time off within the year of accrual. Additional leave banking is not anticipated and would be by exception only, as granted by the City Manager.

3. **Merit Increase Limitation to 2.5%**

The Executive Staff agrees to limit merit increases, where applicable, to 2.5% for the duration of this amendment.

4. **Authorization**

The signatures below acknowledge and accept the terms of this Amendment to the existing Employee Agreement.

______________________  ____________
Steven C. Kroeger          Date
City Manager

______________________  ____________
Diana Langley           Date
Interim Public Works Director/
City Engineer
Date: November 19, 2013

To: Honorable Mayor & Members of the City Council

From: Administration

Presentation by: Terrel Locke, City Clerk

Summary

Subject: 2014 City Council Meeting Schedule

Recommendation: Approve the Proposed 2014 Council Meeting Calendar as Recommended

Fiscal Impact: None.

Purpose:
To establish the City Council Meeting Calendar for 2014.

Background:
The Yuba City Municipal Code Section 2-1.01 sets the Regular meetings of the City Council to occur on the first and third Tuesday of each month at 6:00 p.m. in the Council Chambers. Special meetings or workshops may be called at any time by the Mayor or by a majority of the members of the Council.

In order to allow the City Council to determine their schedules in advance and allow staff to prepare for meetings and workshops more efficiently, it is proposed that Council review and discuss the Council Meeting Calendar for 2014. The furlough days listed after June 30th in the attached proposed calendar are yet to be determined as part of employee negotiations.

Discussion

2014 provides few scheduling conflicts with City Council Meetings and holidays. Staff has two recommendations for the upcoming year:

August 5, 2014

• The Council has the option of participating in National Night Out events on the first Tuesday in August in place of the scheduled Council meeting. National Night Out is designed to heighten crime and drug prevention awareness and to provide an opportunity to promote and celebrate police-community partnerships in crime prevention efforts. This event is well received by the community.

December 4, 2014

• This year, we have scheduled the new Mayor’s swearing in Ceremony to occur the first meeting in December instead of holding a special meeting in late November. In 2014, three City Council seats will be up for election. The County Elections office has 31 days to certify the election results. It is recommended that we reserve the first meeting in December for the swearing in of
the new Mayor and possible new Council members on December 4th in order to accommodate the timeline for the certification of election results.

**Alternatives:**
Regular meetings are set by the Municipal Code, however if needed, meetings can be canceled by the Council with sufficient notice, and special meetings can be scheduled as needed.

**Recommendation:**
Staff recommends that the August 5, 2014 be canceled and designated as National Night Out, and the December 4, 2014 Regular Council Meeting be designated for the New Mayor’s Ceremony.
Special Workshops, if needed, will be reserved for the second Tuesday of every month beginning at 6:00 p.m. in the Council Chambers.

**Prepared By:**
/s/ Terrel Locke
Terrel Locke
City Clerk

**Submitted By:**
/s/ Steven C. Kroeger
Steven C. Kroeger
City Manager

**Reviewed By:**
City Attorney

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- **1 January** - **HOLIDAY**
- **5 January** - Presentations on Temp Drive (1 Agenda)
- **7 January** - COUNCIL MEETING
- **8 January** - Deadline Public Notice to City Clerk for Jan 21 Meeting
- **9 January** - Draft Staff Reports to: • CM/Clerk • Finance • City Attorney
- **10 January** - FURLOUGH
- **13 January** - Comments on Staff Reports Returned
- **14 January** - AGENDA MEETING
- **15 January** - Final Reports to City Clerk • E-copies on Temp Drive (2 Agenda)
- **16 January** - AGENDA DISTRIBUTED
- **17 January** - Presentations on Temp Drive (1 Agenda)
- **20 January** - HOLIDAY
- **22 January** - Deadline Public Notice to City Clerk for Feb. 4 Meeting
- **23 January** - Draft Staff Reports to: • CM/Clerk • Finance • City Attorney
- **24 January** - FURLOUGH
- **27 January** - Comments on Staff Reports Returned
- **28 January** - AGENDA
- **29 January** - Final Reports to City Clerk • E-copies on Temp Drive (2 Agenda)
- **30 January** - AGENDA DISTRIBUTED
- **31 January** - PERS WORKSHOP
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|     | 10  | 11  | 12  | 13  | 14  | 15  |
|     |     |     |     | Comments on Staff Reports Returned | AGENDA MEETING | Final Reports to City Clerk  
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|     |     |     |     |     | Presentations on Temp Drive (1 Agenda) | COUNCIL MEETING  
* |     |
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|     |     |     |     |     | Comments on Staff Reports Returned | AGENDA MEETING  
• Final Reports to City Clerk  
• E-copies on Temp Drive (2 Agenda)  
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December 2014
City Council Reports

- Councilmember Dukes
- Councilmember Maan
- Councilmember Starkey
- Mayor Pro Tem Gill
- Mayor Buckland

Adjournment