



AGENDA

FEBRUARY 20, 2024

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

**5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL**

**6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

MAYOR	• Shon Harris
VICE MAYOR	• Dave Shaw
COUNCILMEMBER	• Marc Boomgaarden
COUNCILMEMBER	• Wade Kirchner
COUNCILMEMBER	• Michael Pasquale
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

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

Wheelchair Accessible

*The City has adopted a Reasonable Accommodations Policy that provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. Please visit [yubacity.net ADA & Accessibility Resources page](http://yubacity.net/ADA&AccessibilityResources). 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 help. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation; 72 hours in advance is suggested. Please contact City offices at (530) 822-4817 or **(TTY: 530-822-4732)**, so such aids or services can be arranged. Requests may also be made by email at cityclerk@yubacity.net or citymanager@yubacity.net or mail City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993.*

AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
FEBRUARY 20, 2024
5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

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.

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://yubacity-net.zoom.us/webinar/register/WN_snVKX-9TRme1b0hfhTrzNA. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

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 in the Council Chamber prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session.

Closed Session

- A. Conference With Legal Counsel—Existing Litigation (Pursuant to Government Code Section 54956.9(d)(1))
Name of case: Flores v. City of Yuba City
Case number: CVCS22-0000820

Regular Meeting

Call to Order
Roll Call

___ Mayor Harris
___ Vice Mayor Shaw

- ___ Councilmember Boomgaarden
- ___ Councilmember Kirchner
- ___ Councilmember Pasquale

Invocation/Inspiration

Pledge of Allegiance to the Flag

City Attorney's Report on Closed Session Items, City Attorney Shannon Chaffin

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

1. 2023 Police Officer of the Year Proclamation

Public Communication

2. Appearance of Interested Citizens

You are welcome and encouraged to participate in this meeting. Public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda will be considered at this time. Public comment is limited to three minutes per speaker. Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted five minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

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 request specific items to be discussed or removed from the Consent Calendar for individual action.

3. Minutes from the Regular Meeting of the Successor Agency and the City Council on February 6, 2024

Recommendation: Approve minutes from the February 6, 2024 Regular Meeting of the Successor Agency and the City Council

4. Destruction of Specified Yuba City Police Department Records

Recommendation: Adopt a Resolution authorizing the Chief of Police to destroy specified Yuba City Police Department records which have exceeded their retention period, occupy valuable storage space and are of no further use to the City of Yuba City or Yuba City Police Department

5. Citywide Copier Lease Agreement

Recommendation: Adopt a Resolution authorizing the City Manager to enter into a 5-year lease agreement with Advanced Document Concepts of Chico, CA to provide Kyocera copiers and printers utilizing the OMNIA Partners Contract #R191102 for a not to exceed amount of \$36,000 per year with the finding it is in the best interest of the city

6. Short Term Disability Programs for Employees

Recommendation: Adopt a Resolution:

A. Approving the side letters with the Yuba City Police Officers'

Association, Police First Level Managers, Public Employees' Union, Local 1/AFSCME 57, Mid-Managers, and First Level Managers

B. Approving the Resolution with Confidential employees

C. Authorizing City Manager to execute contract amendments with Executive Team members

7. Newkom Ranch Development Agreement Amendment

Recommendation: Adopt an Uncodified Ordinance of the City Council of the City of Yuba City adopting the Restated Newkom Ranch Development Agreement for the Newkom Ranch Portion of the Bogue-Stewart Master Plan; Assessor's Parcels 55-240- 011, 55-240-013, 55-240-012, 55-240-015, 55-240-017, 55-240-016, 55-240- 018, 55-240-005; by title only and waive the second reading

8. Salary Schedule, Rules and Regulations Update, and One-Time Bilingual Pay Stipends

Recommendation: Adopt a Resolution:

A. Authorize the Finance Director to amend the salary schedule to remove the Relief Dispatcher classification from Part-Time, Extra Help, Limited Term and At-Will Contract Employees

B. Approve bilingual pay incentive for part-time/temporary employees who are proficient in speaking a foreign language and authorize the Finance Director to amend the salary schedule

C. Approve one-time bilingual pay stipends to avoid negative transition impacts

D. Authorize amendment of the Personnel Rules and Regulations to provide for vacation accrual during probationary period and cash-out of accrued vacation to probationary employees who separate from City service during probation

9. Exclusive Negotiation Agreement with Habitat for Humanity Yuba/Sutter, Inc., for Property Located at 211 and 217 South Walton Avenue

Recommendation: Adopt a Resolution authorizing the Mayor to execute an Exclusive Negotiation Agreement with Habitat for Humanity Yuba/Sutter, Inc., for City-owned properties located at 211 and 217 South Walton Avenue

10. Merriment Village Apartments - Homekey 3.0 Grant Application Submittal

Recommendation: Repeal Resolution No. 23-056 and adopt a Resolution authorizing a joint application with Habitat for Humanity Yuba/Sutter, Inc, to apply for Homekey 3.0 funds through the State Department of Housing and Community Development for a 79-unit affordable housing project located at 428 North Walton Avenue, which is Phase 1 of the proposed 217-unit Merriment Village Apartments

Business Items

11. Host Fee Agreement with Recycling Industries

Recommendation: Adopt a Resolution to approve the proposed Host Fee Agreement between the City of Yuba City and Recycling Industries

12. City Welcome Sign – Ad Hoc Committee

Recommendation: Establish and designate two (2) Councilmembers to steer the City Welcome Sign Ad Hoc Committee

13. Water Tower Plaza Name and Mural Designs - Ad Hoc Committee

Recommendation: Establish and designate two (2) Council members to facilitate the Water Tower Plaza Name and Mural Design Ad-Hoc Committee

14. Fiscal Year 23/24 Public Safety Mid-Year Budget Adjustment

Recommendation: Adopt a Resolution authorizing the Finance Director to make a supplemental appropriations and related transfers for the items noted below:

Fire Department - \$927,067 to account 2310-61430, utilizing projected salary savings within the General Fund, 100. Should this projected salary savings not materialize, authorize the Finance Director to transfer up to \$975,067 from unallocated General Fund CIP

Police Department - Overspend accounts 2120-63601 and 2130-62701 and offset with salary savings

15. Shanghai Garden Park Playground Replacement Project Award and Purchase

Recommendation: Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class 2 Categorical Exemption

B. Awards a construction contract to BCI Burke Company in the amount of \$258,940.76 through Sourcewell Contract No. 010521-BUR, with the finding that it is in the best interest of the City

C. Authorizes the City Manager to execute all necessary documents related to the project

D. Authorizes the Finance Director to make the budget transfers necessary to fund the Shanghai Garden Park Playground Replacement Project

16. THIS ITEM IS TIME CERTAIN AT 6:50 PM, FOR VERBAL COMMENT DIAL 1-866-730-7514 PIN# 663320

Public Hearing No. 5 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: A. Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City; and

B. Select a preferred updated district boundary map

17. Adoption of updated District Boundaries to include property annexed into the City

Recommendation: Introduce, by title only, an Ordinance of the City Council of the City of Yuba City amending Section 2-9.05 of the Yuba City Municipal Code and adopting revised district boundaries, and waive the first reading

18. Community Sponsorship Request - Playzeum

Recommendation: Consider the sponsorship request from Playzeum, and if approved:

Adopt a Resolution approving the sponsorship request from Playzeum

Future Agenda Items

19. Future Agenda Items

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

20. City Manager's Report

21. City Council Reports

Adjournment



Proclamation

of the City Council

Officer Meagan Ross

In Recognition of your Selection as the 2023 Yuba City Police Department Officer of the Year

WHEREAS, Meagan Ross began her career in law enforcement in 2019 as a Police Officer for the Yuba City Police Department; and

WHEREAS, Officer Ross' dedication to not only her job as a patrol officer but as a dispatcher has provided needed relief to our dispatchers who have been working many extra hours; and

WHEREAS, in 2022 and 2023, Officer Ross has devoted many hours, 233 in 2023 alone, to the communications center that has been short staffed during this time; and

WHEREAS, Officer Ross dedicated extra time to the K9 program and Yuba City K9 Association which led to her being selected as the next Police Department K9 handler in 2023; and

WHEREAS, Officer Ross' hard work and dedication to her duties bring great credit to the Yuba City Police Department and to the law enforcement profession; and

WHEREAS, Officer Meagan Ross was recognized in 2023 as the Yuba City Police Department's Officer of the Year for her selfless dedication to her peers and the citizens of Yuba City.

NOW, THEREFORE BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City, on behalf of the entire Council and citizens we serve, do hereby congratulate **Officer Meagan Ross** on the occasion of her selection as the 2023 Yuba City Police Department Officer of the Year.

Done on this 20th day of February, 2024 in the City of Yuba City, County of Sutter, State of California.

CITY OF YUBA CITY

Public Communication

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

You are welcome and encouraged to participate in this meeting. Complete a Speaker Card located in the lobby and give to the Clerk, public comment is taken on action items appearing on the Consent Calendar or Business Items on the Agenda when they are called. Public comment on any other items within the scope of the City's jurisdiction, including items not listed on the Agenda, will be considered at this time.

When a matter is announced, wait to be recognized by the Mayor to provide your comments to the Council. Comments should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

Request for additional time to address Council

Members of the public submitting written requests at least 24 hours prior to the meeting will be allotted 5 minutes to comment per speaker. Repetitive comments may be limited, and large groups are encouraged to select representatives to express the opinions of the group.

Procedure

When requesting to comment, 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:
Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes from the Regular Meeting of the Successor Agency and the City Council on February 6, 2024
Recommendation: Approve minutes from the February 6, 2024 Regular Meeting of the Successor Agency and the City Council
Fiscal Impact: None

Approve the minutes from the Regular Meeting of the Successor Agency and the City Council on February 6, 2024.

Attachments:

1. 02-06-2024 Regular Meeting Minutes (DRAFT)

Prepared By:
 Ciara Wakefield
 City Clerk Administrator

Submitted By:
 Diana Langley
 City Manager

ATTACHMENT 1

MINUTES (DRAFT)
REGULAR MEETING OF THE SUCCESSOR AGENCY
AND THE CITY COUNCIL - CITY OF YUBA CITY
FEBRUARY 6, 2024

5:30 P.M. CLOSED SESSION
SUTTER ROOM/VIRTUAL

6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Call to Order

The Closed Session Meeting of the Successor Agency and the City Council was called to order by Mayor Harris at 5:32 PM

Roll Call

Present: Mayor Harris and Councilmembers Boomgaarden, Kirchner, Shaw, and Pasquale

Absent: None

Closed Session

- A. Confer with Real Property Negotiator (Government Code § 54956.8)
Property: APN 062-250-040, located at 1480 Williamsburg Drive, Yuba City, California; APN 062-270-010, located at 3059 Jefferson Avenue, Yuba City California; APN 051- 516-007, located at southwest corner of Darrough Drive & Youngs Lane, Yuba City California; APN 061-060-015, located at 2761 Quail Pointe Drive, Yuba City California Negotiator: Diana Langley, City Manager/Executive Director
Negotiating parties: TBD
Under negotiation: Whether to sell the properties, and if so, the price and terms of payment

No public comment received

Regular Meeting

Call to Order

The Regular Meeting of the Successor Agency and the City Council was called to order by Mayor Harris at 6:00 PM

Roll Call

Present: Mayor Kirchner and Councilmembers Boomgaarden, Harris, Shaw, and Pasquale

Absent: None

Invocation/Inspiration

Councilmember Kirchner

Pledge of Allegiance to the Flag

Mayor Harris

City Attorney's Report on Closed Session Items

No reportable action

Agenda Modifications/Approval of Agenda

Item 12 (Host Fee Agreement with Recycling Industries) was pulled from the agenda and continued to the next regular meeting (2/20/24)

Ceremonial Presentations

1. Life Saving Medal and Department Spirit Award for Police Officer Steven DeNeef

Police Chief Brian Baker presented a Life Saving Medal and the Police Department Spirit Award to Police Officer Steven DeNeef

2. 10th Street Bridge as the Medal of Honor Bridge Proclamation

Mayor Harris presented a proclamation to Brock Bowen, Past Commander, VFW Post 948

3. North Valley Passenger Rail Presentation

Michael Hanebutt gave a presentation on North Valley Passenger Rail

Public Communication

4. Appearance of Interested Citizens

No public comment

Consent Calendar

Vice-Mayor Shaw moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 5-10:

5. Meeting Minutes: December 19, 2023, January 16, 24, and 30, 2024

Approve minutes from the December 19, 2023, January 16, 24, and 30, 2024:

- December 19, 2023 - Special Closed Session, Special Joint Meeting, and Regular Meeting
- January 16, 2024 - Regular Meeting

- January 24, 2024 - Special Closed Session Successor Agency
- January 30, 2024 - Special Meeting Workshop
- January 30, 2024 - Special Closed Session Successor Agency

6. Sutter Butte Flood Control Agency (SBFCA) Regional Levee Improvement Development Impact Fee Ordinance

Adopt **Ordinance 002-24** of the City Council of the City of Yuba City amending Title 8 of the Yuba City Municipal Code by establishing a new Chapter 11, the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee and procedures for the collection and transfer of fees to the Sutter Butte Flood Control Agency, and waive the second reading

7. Public Employees' Union, Local 1/AFSCME 57 (Local 1) Memorandum of Understanding (MOU)

Adopt **Resolution 24-006**:

- A. Approving the Memorandum of Understanding with Public Employees' Union, Local 1/AFSCME 57
- B. Authorizing the Finance Director to amend the salary schedule
- C. Authorize the Finance Director to prepare supplemental appropriations in the amount of \$154,752

8. 5th Street Bridge - Marysville Property Transfer

Adopt **Resolution 24-007** authorizing the Public Works Director to execute all documents necessary to transfer certain real property identified as Yuba County Assessor Parcel Nos. 010-156-005 & 010-156-006 (426 J St. & 1000 5th St., Marysville, CA) from the City of Yuba City to the City of Marysville

9. Green Means Go Program – Harter Parkway Corridor Improvement Project

Adopt **Resolution 24-008** approving the plans and specifications for the Harter Parkway Corridor Improvement Project and authorizing advertisement for bids on the project

10. Yuba City Planning Commissioner appointment to Sutter County Planning Commission

Confirm the appointment of James Nore, Yuba City Planning Commissioner, to the Sutter County Planning Commission and forward the recommendation to the Sutter County Board of Supervisors

The motion was passed unanimously

Business Items

11. Newkom Ranch Development Agreement Amendment

Mayor Harris opened a Public Hearing

John Teague spoke

Sean Minard spoke

Mayor Harris closed the Public Hearing

Councilmember Pasquale moved and Councilmember Boomgaarden seconded the motion to:

Introduce an Uncodified Ordinance of the City Council of the City of Yuba City adopting the Restated Newkom Ranch Development Agreement for the Newkom Ranch Portion of the Bogue-Stewart Master Plan; Assessor's Parcels 55-240-011, 55- 240-013, 55-240-012, 55-240-015, 55-240-017, 55-240-016, 55-240-018, 55-240-005; and waive the first reading

The motion was passed unanimously

[Item 12 was pulled from the agenda and continued to the next regular meeting (2/20/24)]

12. ~~Host Fee Agreement with Recycling Industries~~

Action: ~~Adopt a Resolution to approve the proposed Host Fee Agreement between the City of Yuba City and Recycling Industries~~

13. THIS ITEM WAS TIME CERTAIN AT 6:50PM

Public Hearing No. 4 for Updating of City Councilmember District Boundaries for Annexed Property

Mayor Harris opened a Public Hearing

No public comment

Mayor Harris closed the Public Hearing

No City Council action taken – Information only

14. Public Hearing - B Street Crosswalk Removal at Cooper Avenue

Mayor Harris opened a Public Hearing

No public comment

Mayor Harris closed the Public Hearing

Councilmember Pasquale moved and Vice-Mayor Shaw seconded the motion to:

Adopt **Resolution 24-009** eliminating the east crosswalk on B Street at Cooper Avenue

The motion was passed unanimously

15. Future Agenda Items

Councilmember Pasquale requested an update on plans for the vacant property located on the north side of Bridge Street

Reports and Communications

16. City Manager's Report

17. City Council Reports

- Councilmember Boomgaarden
- Councilmember Kirchner
- Councilmember Pasquale
- Vice Mayor Shaw
- Mayor Harris

Adjournment

Mayor Harris adjourned the Regular Meeting of the Successor Agency and the City Council at 7:20 PM

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Kim Slade, Police Lieutenant

Summary

Subject: Destruction of Specified Yuba City Police Department Records
Recommendation: Adopt a Resolution authorizing the Chief of Police to destroy specified Yuba City Police Department records which have exceeded their retention period, occupy valuable storage space and are of no further use to the City of Yuba City or Yuba City Police Department
Fiscal Impact: None

Purpose:

Destruction of non-essential records in compliance of the Government Code regarding Police Department records retention.

Background:

Government Code section 34090 and California Penal code section 832.5(b) authorize public agencies to destroy certain records, provided that the records are beyond their retention period and/or are no longer required for pending matters. In addition to the aforementioned code sections, destroying obsolete records which occupy valuable storage space and are of no further use to the City of Yuba City or Yuba City Police Department is consistent with the City's records retention and destruction policy. The traditional method of destroying such records is shredding. Similar records have been lawfully destroyed in the past with the prior approval of the Chief of Police, City Attorney and City Council.

Analysis:

The Chief of Police conducted a review of the Yuba City Police Department records and determined that several records are no longer required to be retained, are obsolete and of no further use to the Yuba City Police Department. The following records were identified during his review: 1. All without sustained finding citizen complaints and associated case files dated prior to January 1, 2018; and 2. Yuba City Police Department law enforcement background investigations for non-hired individuals dated prior to January 1, 2020; and 3. Use of force reports dated prior to January 1, 2020. In accordance with the internal policies and relevant code sections, the aforementioned records can be destroyed once they are beyond their retention period. These records have been approved for destruction by the City Attorney and Chief of Police. It is the request of the staff that the City Council adopt the Resolution to authorize the destruction of these records.

Fiscal Impact:

None

Alternatives:

The following alternatives are provided for Council consideration:

- Approve staff's recommendations;
- Modify and approve staff's recommendations to include fewer records;
- Provide other direction to staff

Recommendation:

Adopt a Resolution authorizing the Chief of Police to destroy specified Yuba City Police Department records which have exceeded their retention period, occupy valuable storage space and are of no further use to the City of Yuba City or Yuba City Police Department.

Attachments:

1. Resolution - Destruction of Police Records

Prepared By:

Kim Slade
Police Lieutenant

Submitted By:

Diana Langley
City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE DESTRUCTION OF SPECIFIED YUBA CITY
POLICE DEPARTMENT RECORDS**

WHEREAS, Government code section 34090 and California Penal Code 832.5 authorize government agencies to destroy certain records that have exceeded their mandated retention period; and

WHEREAS, the Yuba City Police Department is currently maintaining several records that have exceeded their retention period; and

WHEREAS, Penal Code sections 11105(b)11 and 13300(b)11 require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject or record; and

WHEREAS, the specified records to be destroyed include:

1. All without sustained finding citizen complaints and associated case files dated prior to
January 1, 2018; and
2. Yuba City Police Department law enforcement background investigations for non-hired individuals dated prior to January 1, 2020; and
3. Use of force reports dated prior to January 1, 2020.

WHEREAS, the Chief of Police and the City Attorney have determined that the specified records are obsolete, occupy valuable space, and are of no further use to the Yuba City Police Department; and

WHEREAS, the City Council also finds that the specified Yuba City Police Department records are of no further value to the City of Yuba City.

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

- Section 1. The foregoing recitals are true and correct and are incorporated by reference; and
- Section 2. The City Council hereby finds that the specified Yuba City Police Department records are of no further use and/or value to the Yuba City Police Department and City of Yuba City; and
- Section 3. The City Council hereby authorizes and grants the Chief of Police the authority to dispose of the identified records, by causing the disposal of such specified records in a lawful manner; and
- Section 4. Upon destruction of the aforementioned records as authorized in Section 3 hereof, the Chief of Police shall make a "Certificate of Complete Destruction" of said specified records and shall file the original certificate in the Office of the City Clerk; and

Section 5. This resolution shall be effective upon adoption.

I HEREBY CERTIFY that the foregoing is a true copy of the resolution adopted by the Yuba City Council of Yuba City in a meeting thereof held on February 20, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Finance/IT Department
Presentation By: Brian Hansen, IT Manager

Summary

Subject: Citywide Copier Lease Agreement
Recommendation: Adopt a Resolution authorizing the City Manager to enter into a 5-year lease agreement with Advanced Document Concepts of Chico, CA to provide Kyocera copiers and printers utilizing the OMNIA Partners Contract #R191102 for a not to exceed amount of \$36,000 per year with the finding it is in the best interest of the city
Fiscal Impact: Funds are currently available in the budget as part of the existing lease agreement.

Purpose:

To enter into a 5-year lease agreement with Advanced Document Concepts for Kyocera copiers and printers.

Council's Strategic Goal:

This item supports the Council's strategic goal of fiscal responsibility. By standardizing copiers and printers into a fixed lease, the City will minimize costs and provide a predictable expenditure for the next five years.

Background:

The City currently has several lease agreements with Advanced Document Concepts for both copiers and printers. The City has traditionally had lease agreements for copiers and the Information Technology Division would purchase printers and maintain them for the departments. Each department purchased toner for their individual printers. Toner for the copiers were provided by the leasing company as part of the lease agreement. The majority of the City copiers are on a single lease agreement that is about to expire on 3/18/2024.

Analysis:

As part of the Information Technology Strategic Plan, IT proposed that moving to a lease model for all copiers and printers as well as centralizing printers and their management would be more cost-effective for the City and would lower the support overhead for IT to maintain the printers and copiers.

IT worked with Advanced Document Concepts to analyze the current usage of the existing copiers and printers and found that with the new lease rates, the City could increase the number of copiers and printers and strategically place these copiers and printers within the departments while reducing expenditures. Support and toner is provided by the lease company and is shipped automatically when supplies become low. This will save the departments money by not purchasing excess toner that does not get used, as well as minimize the time IT staff spends maintaining these devices. Because of the existing leases still under contract and the good working relationship the City has with Advanced Document Concepts, staff believes it is in the best interest of the City to continue this relationship. The lease proposed is part of the OMNIA Partners Region 4 ESC Contract #R191102.

OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. Together, the nation's two leading cooperative purchasing organizations - National IPA and U.S. Communities - joined under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide. Use of Cooperative Contracts reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide. Participants have access to the largest portfolio of competitively solicited and publicly-awarded contracts with best-in-class national suppliers.

Fiscal Impact:

Funds are currently available in the budget as part of the existing lease agreement.

Alternatives:

1. Direct staff to engage with other vendors that provide printer and copier leases.
2. Purchase copiers and move away from lease agreements.
3. Do nothing, let leases expire and return existing copiers and printers.

Recommendation:

Adopt a resolution authorizing the City Manager to enter into a 5-year lease agreement with Advanced Document Concepts of Chico, CA to provide Kyocera copiers and printers utilizing the OMNIA Partners Contract #R191102 for a not to exceed amount of \$36,000 per year with the finding it is in the best interest of the city.

Attachments:

1. Advanced Document Concepts Lease - Resolution

Prepared By:
Brian Hansen
IT Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A 5-YEAR LEASE AGREEMENT
WITH ADVANCED DOCUMENT CONCEPTS OF CHICO, CA TO PROVIDE KYOCERA
COPIERS AND PRINTERS UTILIZING THE OMNIA PARTNERS CONTRACT #R191102 FOR
A NOT TO EXCEED AMOUNT OF \$36,000 PER YEAR**

WHEREAS, the City of Yuba City desires to lease Kyocera copiers and printers; and

WHEREAS, the existing lease is set to expire on March 18, 2024; and

WHEREAS, Advanced Document Concepts has provided a proposal for the lease of Kyocera copiers and printers utilizing the OMNIA Partners Contract #R191102; and

WHEREAS, the City desires to enter into a lease agreement with Advanced Document Concepts for Kyocera copiers and printers in the amount not to exceed \$36,000 per year for a five-year term utilizing the OMNIA Partners Contract #R191102 with the finding that it is in the best interest of the City.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

1. The City Council hereby authorizes the City Manager to enter into an agreement with Advanced Document Concepts of Chico, CA to provide Kyocera copiers and printers utilizing the OMNIA Partners Contract #R191102 for a not to exceed amount of \$36,000 per year, and finds that the agreement is in the best interest of the City.
2. This Resolution shall become effective immediately.

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 20th day of February, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

- A. Proposal from Advanced Document Concepts
- B. OMNIA Authorization Letter
- C. Kyocera Authorized Dealer Letter
- D. OMNIA Catalog 2024

EXHIBIT A

PROPOSAL

Prepared For

City of Yuba City
1201 Civic Center Blvd.
Yuba City, Ca. 95991

December 28, 2023

- 1 ea. Kyocera TASKalfa 8003i Monochrome MFP's \$1,884.00 per month, plus tax
- 1 ea. Kyocera TASKalfa 4004i Monochrome MFP's
- 1 ea. Kyocera MA5500ifx Monochrome MFP
- 5 ea. Kyocera TASKalfa 4054ci Color MFP's (1 unit is a Re-Lease – Utilities)
- 11 ea. Kyocera TASKalfa MA4500ci Color MFP's
- 1 ea. Kyocera P6235cidn Color Laser Printer
- 1 ea. M8130cidn Color MFP (Re-Lease – Public Works)

- 60 Month, 0 Down, FMV Lease
- *Omnia Purchase Program
#R191102

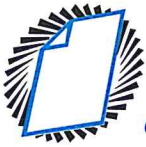
Features: TASKalfa 8003i

- 80 pages per minute b/w
- 1200 dpi print resolution
- 12 GB RAM
- Document, Device & Network Security Protocols
- Dual Scan Document Processor (220 ipm / 270 Original capacity)
- Mixed originals
- External Stapler/Finisher (65 Sheet Staple)
- Hole Punch (2 & 3 Hole)
- Automatic duplexing
- Network print interface
- Network scan interface
- Dual 500 sheet paper trays
- Dual 1,500 sheet paper deck
- Up to 12" x 18" paper
- 150 sheet bypass tray
- Power filter device
- Includes Professional Services
- Includes installation, setup, training and IT services for up to for printing, scanning, & faxing
- Includes the Lease payoff and trade in of Kyocera TASKalfa 7002i

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

DIGITAL COPIERS/PRINTERS • LASER PRINTERS • DOCUMENT ARCHIVING SYSTEMS • FAX MACHINES • SCANNERS • MAILING SYSTEMS

COMPREHENSIVE TECHNICAL SUPPORT • PRINTING SUPPLIES



Features: TASKalfa 4004i

- 40 pages per minute b/w
- 4800x1200 dpi
- 36 GB RAM
- Document, Device & Network Security Protocols
- Dual Scan Document Processor (274 ipm / 320 Original capacity)
- Mixed originals
- Automatic duplexing
- Internal 500 Sheet Finisher / Stapler
- Hole Punch (2 & 3 Hole)
- Network print interface
- Network scan interface
- Dual 500 sheet paper trays
- Dual 1,500 sheet paper deck
- Up to 12" x 18" paper
- 150 sheet bypass tray
- Power filter device
- Includes professional services
- Includes installation, setup, training and IT services for printing, scanning, & faxing
- Includes the Lease payoff and trade in of Kyocera TASKalfa 4002i (7 ea.)

Features: TASKalfa 4054ci

- 40 pages per minute b/w & color
- 4800x1200 dpi
- 36 GB RAM
- Document, Device & Network Security Protocols
- Dual Scan Document Processor (274 ipm / 320 Original capacity)
- Mixed originals
- Automatic duplexing
- Internal 500 Sheet Finisher / Stapler
- Hole Punch (2 & 3 Hole)
- Network fax interface
- Network print interface
- Network scan interface
- Dual 500 sheet paper trays
- Dual 1,500 sheet paper deck
- Up to 12" x 18" paper
- 150 sheet bypass tray
- Power filter device
- Includes professional services
- Includes installation, setup, training and IT services for printing, scanning, & faxing
- Includes the Lease payoff and trade in of Kyocera TASKalfa 8002i, 5002i, 3552ci & M8124cdn

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

DIGITAL COPIERS/PRINTERS • LASER PRINTERS • DOCUMENT ARCHIVING SYSTEMS • FAX MACHINES • SCANNERS • MAILING SYSTEMS

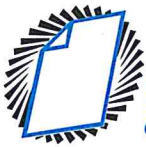
COMPREHENSIVE TECHNICAL SUPPORT • PRINTING SUPPLIES

Features: TASKalfa MA4500ci

- 47 pages per minute b/w & color
- 1200 dpi
- 2 GB RAM
- Document, Device & Network Security Protocols
- Dual Scan Document Processor (120 ipm / 100 Original capacity)
- Mixed originals
- Automatic duplexing
- Network fax interface
- Network print interface
- Network scan interface
- Dual 550 sheet paper trays
- Up to 8 ½" x 14" paper
- 150 sheet bypass tray
- Power filter device
- Includes professional services
- Includes installation, setup, training and IT services for printing, scanning, & faxing
- Includes the Lease payoff and trade in of Kyocera TASKalfa 4002i & M3645idn

Features: MA5500ifx

- 57 pages per minute b/w
- 1200 dpi
- 1.5 GB RAM
- Document, Device & Network Security Protocols
- Dual Scan Document Processor (120 ipm / 100 Original capacity)
- Mixed originals
- Automatic duplexing
- Network fax interface
- Network print interface
- Network scan interface
- 500 sheet paper tray
- Up to 8 ½" x 14" paper
- 100 sheet bypass tray
- Power filter device
- Includes professional services
- Includes installation, setup, training and IT services for printing, scanning, & faxing



Features: P6235cidn

- 37 pages per minute b/w & color
- 1200 dpi
- 1 GB RAM
- Document, Device & Network Security Protocols
- Automatic duplexing
- Network print interface
- 250 sheet paper tray
- Up to 8 1/2" x 14" paper
- 100 sheet bypass tray
- Power filter device
- Includes professional services
- Includes installation, setup, training and IT services for printing

Maintenance Program: (TASKalfa 4054ci & MA4500ci)

Billed monthly @ \$.0055 per b/w page
& \$.025 or \$.05 per color page.
Covers all parts, labor, maintenance
and supplies; excluding paper & staples

Maintenance Program: (TASKalfa 8003i & 4004i)

Billed monthly @ \$.0055 per b/w page
Covers all parts, labor, maintenance
and supplies; excluding paper & staples

Maintenance Program: (MA5500ifx)

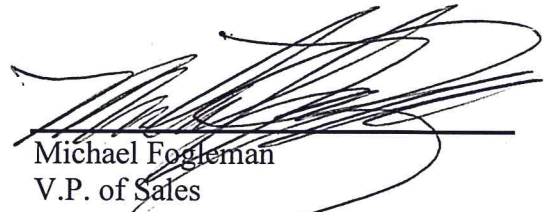
Billed monthly @ \$.007 per b/w page
Covers all parts, labor, maintenance
and supplies; excluding paper & staples

Maintenance Program: (P6235cidn)

Billed monthly @ \$.01 per b/w page
& \$.325 or \$.065 per color page.
Covers all parts, labor, maintenance
and supplies; excluding paper & staples

** Color pages with less than 3% total color image fill
will be billed @ \$.025 \$.0325 per page.*

***Equipment carries a 5-year performance guarantee.*



Michael Fogleman
V.P. of Sales

Proposal Accepted:

By _____

Title _____

Date _____

Cost Analysis

Prepared For

City of Yuba City
1201 Civic Center Blvd.
Yuba City, Ca. 95991

December 28, 2023

Kyocera TASKalfa 8003i (1 ea.), TASKalfa 4004i (1 ea.), TASKalfa 4054ci (5 ea.)
TASKalfa MA4500ci (11 ea.), MA5500ifx (1 ea.) & P6235cidn (1 ea.), M8130cidn (1)

Current Cost:

1.) Kyocera Lease Payment	\$1,611.00 per month
2.) Service & Supplies for 32,191 b/w pages	\$251.77 per month
3.) Service & Supplies for 3,821 reduced color pages	\$155.75 per month
4.) Service & Supplies for 8,411 normal color pages	<u>\$686.28 per month</u>
Total Monthly Cost	\$2,704.80

Proposed Cost:

1.) Kyocera Lease Payment	\$1,884.00 per month
2.) Service & Supplies for 32,191 b/w pages	\$184.80 per month
3.) Service & Supplies for 3,821 reduced color pages	\$110.91 per month
4.) Service & Supplies for 8,411 normal color pages	<u>\$484.69 per month</u>
Total Monthly Cost	\$2,664.40

Monthly Savings \$40.40

Annual Savings \$484.80

Total Program Savings \$2,424.00

EXHIBIT B

Partnership Addendum for the Omnia Partners Region 4 ESC

Contract # R191102

Kyocera Document Solutions America, Inc. ("Kyocera") and the undersigned Dealership ("Dealer") agrees to enter into a Kyocera or Copystar Dealer Agreement by Product Group (referred to herein as the "Dealer Agreement"). Dealer now desires to be appointed an Omnia Partners Region 4 ESC Dealer by Kyocera and will follow the Partnership requirements as outlined below:

- Dealer accounts must be in good standing to participate in the Partnership Program.
- End-users must be registered with Omnia in order to participate.
- All sales utilizing this contract agreement must reference the contract number on the customer PO or lease document.
- Dealer agrees to use the published contract pricing (**Exhibit A_Version 1.0**) and invoice the customer for hardware and services in the Dealer's name, at the contracted rate or approved special pricing for a particular opportunity.
- Dealer agrees to adhere to all terms and conditions of the contract, which can be found at: <https://public.omniapartners.com/suppliers/kyocera-document-solutions-america-inc/overview>
- Dealer agrees to only market the contract in its Area of Prime Responsibility.
- Dealer agrees that only products available on the contract can be sold to eligible customers under the contract. Any product sold to the customer not on the contract must be identified as open market on the customer's order.
- Dealer agrees to buy product at the Partnership Program price through the Kyocera PCS partnership portal.
- Dealer can determine the customer's hardware, service and supply prices, but the customer's hardware, service and supply prices cannot exceed the rates published in the contract catalog.
- Dealer may request special pricing for opportunities when the standard partnership price is over \$50,000. For larger opportunities, Kyocera will work with the Dealer on setting the end user price while looking to maximize Dealer profits and attempting to secure the business.
- Kyocera reserves the right to reject a special partnership price request if the Dealer's prospect is another Kyocera Dealer's current customer.
- For opportunities where the end-user price is greater than \$250,000, the Dealer must provide verifiable documentation as to the size and potential of the opportunity when "special partnership pricing" is requested.
- If the equipment is leased, the dealer must provide the lease rate, term, upgrade/buyout amount, and/ or any other costs that are included in the monthly payment.
- Dealer may sell to the customer at terms, conditions and pricing solely established by the Dealer if the customer does not use Kyocera's cooperative contract or reference its terms and conditions, this type of transaction would be considered outside the scope of this program.
- Sales through the Partnership Program qualify for wholesale quota credit as outlined in the Fiscal Program Guide as updated from time to time at the purchase price to the Dealership.
- Terms are Net-30, CWO discounts and dealer rebates do not apply.
- For those Kyocera devices that are still under Kyocera parts warranty, parts will be provided by Kyocera through the normal Kyocera parts warranty process. If the product is beyond the standard warranty, parts will be provided by the dealer.
- For those Kyocera devices that are still under Kyocera parts warranty, parts will be provided by Kyocera through the normal Kyocera parts warranty process. If the product is beyond the standard warranty, parts will be provided by the dealer.
- Only KDA OEM supplies and parts may be used for KDA models.
- Products ship freight free to the dealer and include start up toner.



KYOCERA Document Solutions America, Inc.
225 SAND ROAD, P.O. BOX 40008
FAIRFIELD, NEW JERSEY 07004-0008
(973) 808-8444

Leasing:

- 3rd party leasing is allowed.
- A sales order or PO must accompany the lease to ensure that the equipment was sold at or below the catalog price, as well as to determine the cooperative rebate Kyocera owes to Omnia.
- FMV lease rates cannot exceed:

24 month	.04204
36 month	.03028
48 month	.02462
60 month	.02074

- Please contact your NAM for rate terms not listed above, prior to presenting your proposal to the customer.

Service:

- Service and supplies can be invoiced by the Dealer directly, but cannot exceed the CPC rates found in Exhibit B.

The Dealer can purchase equipment for contract customers under the following 2 scenarios:

1. Dealer submits customer PO and matching Dealer PO to Kyocera, Kyocera ships equipment, Dealer installs equipment that Kyocera shipped. Dealer sends a copy of their internally generated install paperwork to natinstalls@da.kyocera.com reflecting products that were physically installed at the customer's location.
2. Dealer submits customer PO and matching Dealer PO to Kyocera, Kyocera ships equipment to the Dealer. If an expedited delivery is required by the customer, the Dealer may install equipment out of their inventory and replace its inventory with the product Kyocera shipped on a like for like basis. Dealer sends a copy of their internally generated install paperwork to natinstalls@da.kyocera.com reflecting products that were physically installed the customer's location.

Please acknowledge that you have read and understand the terms and conditions of this contract. You accept the responsibilities outlined above by signing this agreement below. Please email all completed signed documents to **SALESREP@da.kyocera.com**. No orders will be accepted by KDA until the executed agreement has been received by KDA.

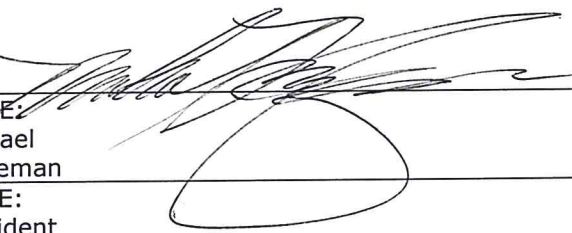
BY: 
NAME: Michael Fogleman
TITLE: President
DEALERSHIP: Advanced Document Concepts
DEALERSHIP ACCOUNT #: 550049427
DATE: 09/16/2020

EXHIBIT C



KYOCERA Document Solutions America, Inc.

225 Sand Road, PO Box 40008,

Fairfield, New Jersey 07004-0008

Tel: 973-808-8444 Fax: 973-882-6008

<https://kyoceradocumentsolutions.us>

1/18/2024

Attn: Brian Hansen
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95991

Subject: Dealer Authorization Status

Dear Mr. Hansen,

This letter will confirm that Advanced Document Concepts is authorized by Kyocera to sell and/or service Kyocera MFP's and Kyocera Printers in Yuba and Sutter Counties in California.

As an authorized dealer, Advanced Document Concepts can best service your equipment because of their training, parts inventory on hand, as well as Kyocera's current technical bulletins. They also have access to the Kyocera technical Hotline.

Should Advanced Document Concepts cease to be an authorized Kyocera Dealer, we will appoint another authorized service provider to handle your account.

If you have any questions regarding this matter, please feel free to contact me at the above number.

Sincerely,

DocuSigned by:

94E73AE24BFD416...

Don DuVall
Vice President, Channel Sales
Kyocera Document Solutions America, Inc.

cc:
Dan Taylor

EXHIBIT D



Copiers and Printing Equipment

Contents

Kyocera Sales Team	⇓
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Single Function Printers	⇓
Wide Format Printers	⇓
Service Agreements	⇓
Software	⇓

OMNIA[®]
PARTNERS

Contract Number: R191102
Effective Dates: June 1, 2020 - May 31, 2024

Catalog Revision Date January 2024

OMNIA[®]

PARTNERS

OMNIA Partners is the largest and most trusted cooperative purchasing organization for public sector procurement. We have brought together the nation's two leading cooperative purchasing organizations – National IPA and U.S. Communities – under one roof to form OMNIA Partners, Public Sector. The collective buying power of these unified purchasing cooperatives delivers superior value and savings for public agencies nationwide.

OMNIA Partners, Public Sector is the most experienced cooperative purchasing organization for [state](#) and [local government](#), [K-12 education](#), [colleges](#) and [universities](#).

Use of [Cooperative Contracts](#) reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide. Our participants have access to the largest portfolio of competitively solicited and publicly-awarded contracts with best-in-class national suppliers.

All contracts are awarded by a government entity utilizing industry best practices, processes and procedures. We adhere to the highest standards of procurement so you can feel secure knowing that you are in full compliance with industry regulations.

Omnia's team of certified public procurement professionals and cooperative purchasing experts is committed to bringing value to you and your government agency. We act as your advocates to leverage cooperative purchasing as a strategic part of your procurement strategy so you can drive efficiency, effectiveness and real savings within your agency or organization.

OMNIA Partners saves you time and money. Participating in the cooperative buying power of more than 234,000 entities helps you do more with less by reducing product and administrative costs. We are the largest and fastest-growing organization in public procurement, creating maximum purchasing power and resources for our participants.

OMNIA Partners, Public Sector participation has tripled over the past eight years. We continue to put the people, processes and solutions in place to support the needs of public agencies and educational institutions nationwide.

Who We Serve



State
Government



Local
Government



Higher
Education



K-12
Education



Nonprofit
Organizations

"The information above is from OMNIA. Kyocera does not take responsibility for the accuracy of the information."

Cooperative Contracts Sales Team

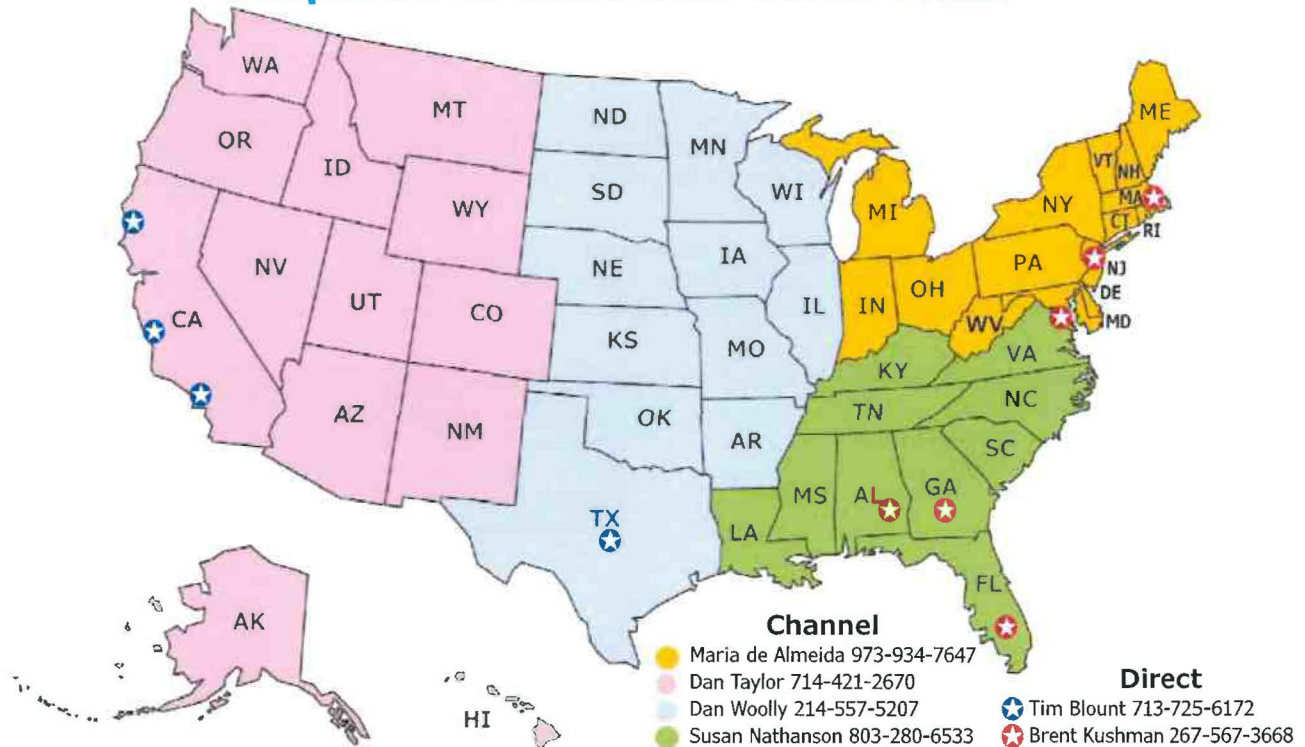


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Kyocera is not responsible for typographical errors.
Designs and specifications subject to change without notice.
Photos are for illustration only, and may contain optional accessories not included in specific product configurations.
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Kyocera National Accounts In Partnership with OMNIA PARTNERS

Contract Number: R191102

Effective Dates: June 1, 2020 Through May 31, 2024

GENERAL CONTRACT INFORMATION

Ordering Procedure

Individual State Cooperative terms and conditions related to ordering may vary from state to state. Please refer to the terms and conditions as listed in the bid offering or contact your local National Account Manager for assistance. The bid offering terms and conditions are available at the OMNIA website at <http://public.omniapartners.com/suppliers/kyocera-document-solutions-america-inc/overview>

When a member agency selects product from Kyocera using the OMNIA contract, the member agency issues a purchase order on a direct basis to Kyocera to the address below. Optionally, if the dealer meets the qualifications in the box below, the customer can make orders out directly to the dealer.

Ordering Address

KYOCERA Document Solutions America, Inc.
Attn.: National Accounts
c/o Local Authorized Dealer (insert name)
225 Sand Road, PO Box 40008
Fairfield, NJ 07004-0008
Telephone: (973) 808-8444
Fax: (973) 882-4411
e-mail: natorders@da.kyocera.com

Per the terms and conditions of the **OMNIA PARTNERS** contract Number **R191102** Dealers that executed a Kyocera Partnership Addendum are authorized to have a Purchase Order issued in their name and invoice the customer directly, as long as the contract number R191102 is referenced on the order.

Payment Address

KYOCERA Document Solutions America, Inc., as shown on invoice.
P.O. 830232
Philadelphia, PA 19182-0232

Payment Terms

Net 30 days. All prices shown herein are net (discount deducted).

Federal I.D. No.

TIN: 95-2819506

DUNS#

06-446-5503

Business Size

Large

Limited Warranty

Kyocera warrants that all equipment delivered under this contract shall conform to the specification of this contract. All equipment will carry a 12-month manufacturers warranty against any defects in material and workmanship for a period of one year from the date of installation by Kyocera or an Authorized Kyocera Dealer except drums which are limited to proper performance at the time of installation. In the event this product is found to be defective within the warranty period, Kyocera obligation and your exclusive remedy shall be replacement of any defective parts. These warranties would be void if the equipment is not operated properly or misused. Drum warranties are limited to electrical functioning of the drum and are void if misused or physically damaged by the operator.

Service

The OMNIA contract calls for service billing to be done on a "Cost Per Copy" (CPC) basis by the Authorized servicing dealer. A service & supply program will be set up at time of installation. This service will be on-site and will include all parts & labor, all preventative maintenance, and consumables except paper and staples.

Lease Plans

Lease Plans are available upon request. Please contact your National Account Manager for more information.

Delivery

It is desired that delivery be made within thirty-days (30) of receipt of the purchase order.

Defective Goods

Kyocera agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Kyocera agrees to arrange for return shipment of damaged goods.



Sample Purchase Order – Outright Purchase

The following is an example of an Outright Purchase Order.
Please pay particular attention to the areas marked A-I.
Incorrect information in these areas will require modification from the issuing office.

1. OMNIA CONTRACT NO. R191102		2. REQUISITION NO.		3. DATE OF ORDER DD/MM/YY		4. ORDER NUMBER XXXX-XXXX		5. PRIORITY			
6. ISSUED BY AGENCY NAME ATTN, BUYERS NAME ADDRESS CITY, STATE ZIP				7. ADMINISTERED BY AGENCY NAME ADDRESS CITY, STATE ZIP				8. DELIVERY FOB (X) DESTINATION () OTHER (See Schedule)			
9. CONTRACTOR Vendor Id: CAGE CODE				10. DELIVERY TO FOB POINT BY (date)				11. MARK IF BUSINESS IS () SMALL () SMALL DIS-ADVANTAGED () WOMEN OWNED () OTHER			
NAME AND ADDRESS KYOCERA Document Solutions America, Inc. ATTN: National Accounts C/O KYOCERA AUTHORIZED DEALER NAME 225 SAND ROAD, P.O. BOX 40008 FAIRFIELD, NJ 07004-008				12. DISCOUNT AND/OR NET PAYMENT TERMS Net 30 Days				13. MAIL INVOICES TO:			
14. CONSIGNEE AND DESTINATION (SHIP TO) AGENCY NAME ADDRESS ATTN: CITY, STATE ZIP				15. PAYMENT WILL BE MADE BY: AGENCY NAME ADDRESS ATTN: CITY, STATE ZIP				MARK ALL PKGS AND PAPER WITH CONTRACT OR ORDER NUMBER			
16. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
17. ITEM NO.		18. ARTICLES OR SERVICES		19. QTY.		20. UNIT		21. UNIT PRICE		22. EXTENDED AMOUNT	
0001		ECOSYS XXXXXX Monochrome MFP		01		Each		x,xxx.xx		x,xxx.xx	
If quantity accepted by the Agency is same as quantity ordered, indicated by x. If different, enter actual quantity accepted below quantity ordered and encircle				24. ORDERED BY Signature Name Title				25. TOTAL XXXXX.XX			
26. QUANTITY IN COLUMN 20 HAS BEEN () INSPECTED () RECEIVED () ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				27. PAYMENT () COMPLETE () PARTIAL () FINAL				28. INITIALS			
DATE SIGNATURE OF AUTHORIZED GOVERNMENT REP								29. AMT VERIFIED FOR CHECK NUMBER			
30. I certify this account is correct and proper for payment				31. PAID BY				32. BILL OF LADING NO.			
DATE SIGNATURE OF AUTHORIZED GOVERNMENT REP											
33. REC'D AT		34. REC'D BY		35. DATE REC'D							

A. Contract Number - Must Have OMNIA PARTNERS Contract Number R191102

B. Vendor Address - KYOCERA Document Solutions America, Inc.
Attn: National Accounts
c/o Local Authorized Kyocera Dealer
(Insert Name)
225 Sand Road, P.O. Box 40008
Fairfield, New Jersey 07004-0008
e-mail: natorders@da.kyocera.com

C. Payment Terms - Net 30 Days

D. Products - Descriptions of the items ordered by the user

E. Quantity - The quantity ordered of the unit

F. Price - The price of one unit to be purchased

G. Total Price Per Item - The total amount for that item based on the unit price (Quantity Ordered x Unit Price)

H. Total Price of Purchase Order - The total dollar amount obligated for the purchase order

I. Signature - Be sure to sign the purchase order. Must be signed by an authorized Contracting/Ordering Officer

NOTE - OTHER REQUIREMENTS

All terms and conditions are published under the OMNIA PARTNERS Website:
<http://public.omniapartners.com/suppliers/kyocera-document-solutions-america-inc/overview>

MULTI-FUNCTIONAL PRINTER OFFERINGS

[Back to Contents](#)

The OMNIA contract includes pricing for special services not listed in the catalog, (service rates outside of normal service hours) which can be viewed in the document section of the OMNIA website:

<http://public.omniapartners.com/suppliers/kyocera-document-solutions-america-inc/overview>



› PRINT › COPY › COLOR SCAN

ECOSYS M2040dn

BLACK & WHITE MULTIFUNCTIONAL
PRINTER

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



The **ECOSYS M2040dn** monochrome multifunctional printer offers exceptional print quality and advanced features in a desktop device designed for the budget conscious business. Easy to use, its exceptional reliability, low TCO and ECOSYS long life consumables will ensure maximum uptime, while On-The-Go printing and scanning capabilities will provide users with anytime, anywhere accessibility. With print speeds up to 42 ppm, advanced security features and convenient walk-up USB accessibility, the ECOSYS M2040dn can affordably take your business processes to the next level.

- › Black and White Business Output up to 42 Pages per Minute
- › 5 Line LCD Screen with Hard Key Control Panel
- › Up to Fine 1200 dpi Print Resolution
- › Standard 50 Sheet Dual Scan Document Processor
- › KYOCERA Mobile Print, Apple AirPrint®, Google Cloud Print™ and Mopria® Compatible for a Mobile Printing Solution
- › Upgradable Memory for Additional Processing Power
- › Up to 850 Sheets Paper Capacity





ECOSYS M2040dn

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

Model	Description	OMNIA Price
ECOSYS M2040dn	42 ppm A4 Monochrome 3in1 MFP Copy, Print, Color scan	472.40
Accessories		
PF-1100	250 Sheet Paper Drawer (Max 2 units)	58.50
Copier Stand	Stand	125.50
SD-144-1GB(DDR3)	Printer Memory (1GB)	103.34
SDHC Card-16G	SD Card Memory for Storage, 16Gb	22.75
SDHC Card-32G	SD Card Memory for Storage, 32Gb	56.87
UG-33	Upgrade Kit for Thin Print Support	90.99
Surge Protector-MX (15A)	15 Amp Surge Protector	97.49

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 11.44 includes 650 copies
Excess Black & White Copy Charge - \$0.0176

*Includes all parts, drum, labor and all consumable items except staples and paper.

+	+	+	+	+	+	+	+	+	+	+	+	+	+	+
+	+	+	+	+	+	+	+	+	+	+	+	+	+	+
+	+	+	+	+	+	+	+	+	+	+	+	+	+	+
+	+	+	+	+	+	+	+	+	+	+	+	+	+	+
+	+	+	+	+	+	+	+	+	+	+	+	+	+	+
+	+	+	+	+	+	+	+	+	+	+	+	+	+	+



› PRINT › COPY › COLOR SCAN › FAX

ECOSYS M2540dw

BLACK & WHITE MULTIFUNCTIONAL
PRINTER

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



The **ECOSYS M2540dw** combines exceptional print quality with advanced features in a monochrome multifunctional printer designed for the budget conscious business. Easily copy, print, scan and fax from a device that offers reliability, low TCO and ECOSYS long life consumables. Workgroups can easily drive their business from anywhere, with wireless functionality and **On-The-Go printing/scanning** capabilities. Add to this print speeds up to 42 ppm, advanced security features, and convenient walk-up USB accessibility, and you'll see why the ECOSYS M2540dw can affordably take your business processes to the next level.

- › Black and White Business Output up to 42 Pages per Minute
- › 5 Line LCD Screen with Hard Key Control Panel
- › Up to Fine 1200 dpi Print Resolution
- › Standard 50 Sheet Dual Scan Document Processor
- › Standard Wireless and Wi-Fi Direct Capability
- › KYOCERA Mobile Print, Apple AirPrint®, Google Cloud Print™ and Mopria® Compatible for a Mobile Printing Solution
- › Upgradable Memory for Additional Processing Power
- › Up to 850 Sheets Paper Capacity





ECOSYS M2540dw

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

Model	Description	OMNIA Price
ECOSYS M2540dw	42 ppm A4 Monochrome 4in1 MFP Copy, Print, Fax, Color scan With STD Wireless capability	548.40
Accessories		
PF-1100	250 Sheet Paper Drawer (Max 2 units)	58.50
Copier Stand	Stand	125.50
SD-144-1GB(DDR3)	Printer Memory (1GB)	103.34
SDHC Card-16G	SD Card Memory for Storage, 16Gb	22.75
SDHC Card-32G	SD Card Memory for Storage, 32Gb	56.87
UG-33	Upgrade Kit for Thin Print Support	90.99
Surge Protector-MX (15A)	15 Amp Surge Protector	97.49

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 11.44 includes 650 copies
Excess Black & White Copy Charge - \$0.0176

*Includes all parts, drum, labor and all consumable items except staples and paper.

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+ + + + + + + + + + + + + + +



› PRINT › COPY › COLOR SCAN › FAX

ECOSYS M2635dw

BLACK & WHITE MULTIFUNCTIONAL
PRINTER

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



The **ECOSYS M2635dw** monochrome multifunctional printer brings advanced features and proven productivity to the budget conscious business. Its ease of use design offers exceptional print quality, reliability, and low TCO, with ECOSYS long life consumables for maximum uptime. On-The-Go printing/scanning capabilities and wireless functionality enable workgroups of all sizes to easily drive their business from anywhere. With print speeds up to 37 ppm, advanced security features and convenient walk-up USB accessibility, the ECOSYS M2635dw can affordably take your business processes to the next level.

- › Black and White Business Output up to 37 Pages per Minute
- › 5 Line LCD Screen with Hard Key Control Panel
- › Up to Fine 1200 dpi Print Resolution
- › Standard 50 Sheet Auto Document Processor
- › Standard Wireless and Wi-Fi Direct Capability
- › KYOCERA Mobile Print, Apple AirPrint®, Google Cloud Print™ and Mopria® Compatible for a Mobile Printing Solution
- › Upgradable Memory for Additional Processing Power
- › Up to 850 Sheets Paper Capacity





ECOSYS M2635dw

Monochrome MFP

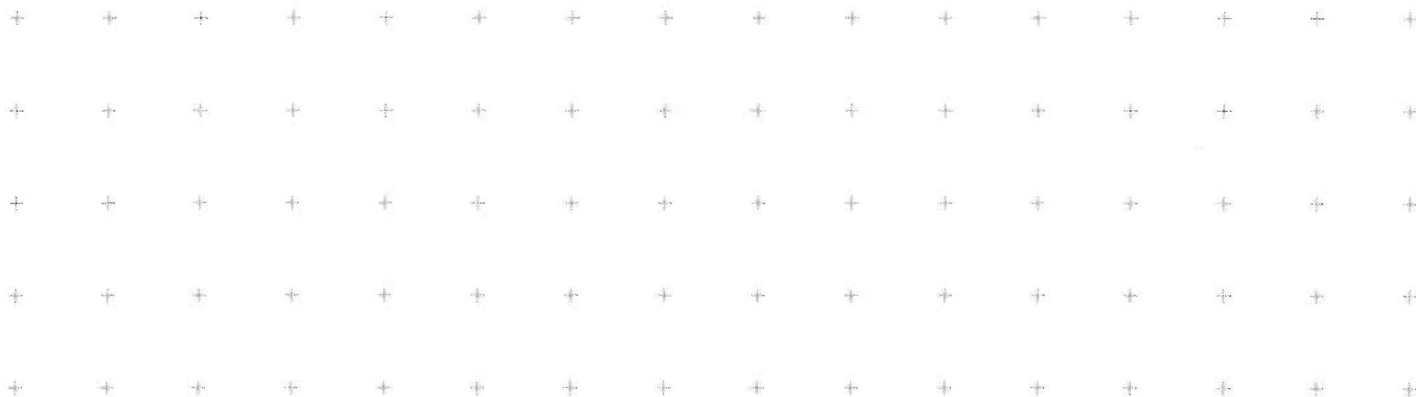
Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| ECOSYS M2635dw | 37 ppm A4 Monochrome 4in1 MFP Copy, Print, Fax, Color scan
With STD Wireless capability | 326.40 |
| Accessories | | |
| PF-1100 | 250 Sheet Paper Drawer (Max 2 units) | 58.50 |
| Copier Stand | Stand | 125.50 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 21.84 includes 650 copies
Excess Black & White Copy Charge - \$0.0336

*Includes all parts, drum, labor and all consumable items except staples and paper.





› PRINT › COPY › COLOR SCAN › FAX

ECOSYS M2640idw

BLACK & WHITE MULTIFUNCTIONAL
PRINTER

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



The **ECOSYS M2640idw** packs power and capabilities in a monochrome desktop multifunctional printer, with advanced features that make it ideal for the budget conscious business. It combines exceptional print quality, reliability and low TCO with ECOSYS long life consumables. On-The-Go printing/scanning capabilities and wireless functionality allow workgroups to easily drive their business from anywhere. With print speeds up to 42 ppm, HyPAS capability, advanced security features, convenient walk-up USB accessibility and an easy-to-use tablet-like touch screen, the ECOSYS M2640idw can affordably take your business processes to the next level.

- › Black and White Business Output up to 42 Pages per Minute
- › 4.3" Color Touch Screen with Tablet-Like Home Screen
- › HyPAS Capable to Run Kyocera Business Applications
- › Up to Fine 1200 dpi Print Resolution
- › Standard 50 Sheet Dual Scan Document Processor
- › Standard Wireless and Wi-Fi Direct Capability
- › KYOCERA Mobile Print, Apple AirPrint®, Google Cloud Print™ and Mopria® Compatible for a Mobile Printing Solution
- › Upgradable Memory for Additional Processing Power
- › Up to 850 Sheets Paper Capacity





ECOSYS M2640idw

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

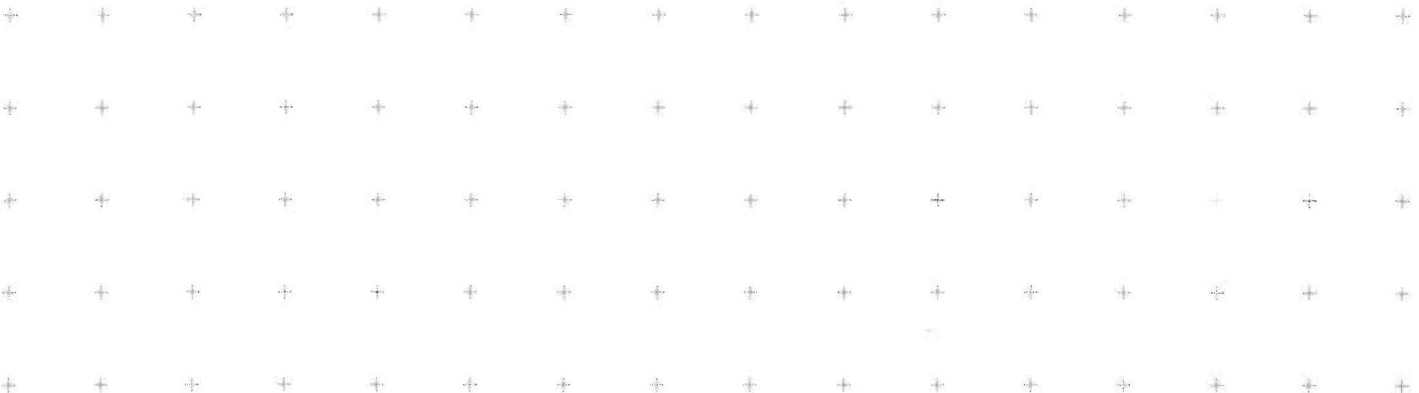
| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| ECOSYS M2640idw | 42 ppm A4 Monochrome 4in1 MFP Copy, Print, Fax, Color scan & HyPAS** With STD Wireless capability | 626.80 |
| Accessories | | |
| PF-1100 | 250 Sheet Paper Drawer (Max 2 units) | 58.50 |
| Copier Stand | Stand | 125.50 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 11.44 includes 650 copies

Excess Black & White Copy Charge - \$0.0176

*Includes all parts, drum, labor and all consumable items except staples and paper.



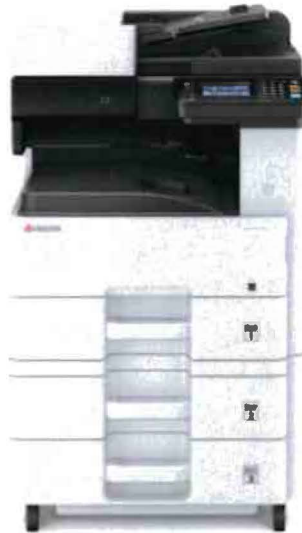


› PRINT › COPY › SCAN › FAX

ECOSYS M4125idn

BLACK & WHITE MULTIFUNCTIONAL
SYSTEM

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



The **ECOSYS M4125idn** brings high-level functionality and quality black & white output to offices and workgroups looking for a small footprint MFP. Out-of-the-box performance offers print speeds up to 25 pages per minute and flexible paper sizes up to 11" x 17". Capabilities can be further enhanced with advanced business applications, enabling the device to scale to your unique needs. Designed with Kyocera's advanced ECOSYS technology, it delivers reliability and durability to eco-friendly offices, all with a low total cost of ownership, assuring your document imaging demands, and your bottom line, are satisfied.

- › Up to 25 Pages Per Minute in Black & White
- › Easy-to-Use 4.3" Color Touch Screen Interface
- › HyPAS Capable to Run Kyocera Business Applications
- › Print Quality up to Fine 1200 dpi
- › Paper Capacity up to 1,600 Sheets
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Apple AirPrint®, Google Cloud Print™, Mopria® and KYOCERA Mobile Print Compatible for Anytime, Anywhere Connectivity
- › Standard Near Field Communication (NFC) for Android and Wi-Fi Direct Provides Added Smart Device Convenience
- › Easy to Install and Operate
- › Minimal Service Intervention Required
- › KYOCERA Fleet Services, a Secure Cloud-Based Monitoring System, Optimizes Device Uptime and Reduces Costs





ECOSYS M4125idn

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

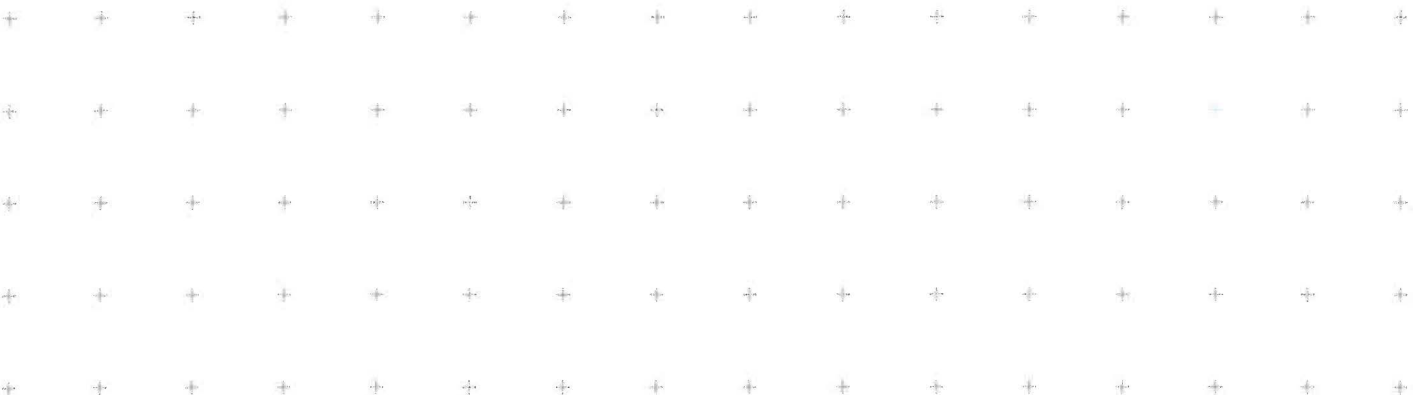
| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| ECOSYS M4125idn | 25 PPM A3 Monochrome MFP NO FINISHER AVAILABLE | 1,416.90 |
| Accessories | | |
| PF-470 | 500 Sheets Paper Feeder | 247.07 |
| PF-471 | 500 Sheets x 2 Paper Feeder | 368.58 |
| Copier Stand | Copier Stand | 112.06 |
| FAX System 13 | Fax Board | 233.57 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| AK-470 | Bridge unit for installation of DF-470 | 35.55 |
| Stand Riser | Riser for Mainframe with Paper feeder/Mainframe with Stand | 62.56 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer DIMM Memory (2GB) | 142.99 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 9.30 includes 1,000 copies

Excess Black & White Copy Charge - \$0.0093

*Includes all parts, drum, labor and all consumable items except staples and paper.





› PRINT › COPY › SCAN › FAX

ECOSYS M4132idn

BLACK & WHITE MULTIFUNCTIONAL
SYSTEM

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



Convenient and reliable, with a low total cost of ownership. That's the **ECOSYS M4132idn** from Kyocera. Award-winning ECOSYS technology combines with out-of-the-box functionality at print speeds up to 32 pages per minute and paper sizes up to 11" x 17". Advanced finishing options add professional looking output, while optional business applications further enhance the device's capabilities with scalable solutions that expand workflow automation. Delivering a high level of functionality in a compact footprint, it's the smart solution for businesses looking for a dependable, eco-friendly, and cost-conscious MFP.

- › Up to 32 Pages Per Minute in Black & White
- › Easy-to-Use 7" Color Touch Screen Interface
- › HyPAS Capable to Run Kyocera Business Applications
- › Print Quality up to Fine 1200 dpi
- › Paper Capacity up to 1,600 Sheets
- › Optional 500-Sheet Finisher that Supports Stapling for Professional Looking Output
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Apple AirPrint®, Google Cloud Print™, Mopria® and KYOCERA Mobile Print Compatible for Anytime, Anywhere Connectivity
- › Standard Near Field Communication (NFC) for Android and Wi-Fi Direct Provides Added Smart Device Convenience
- › Easy to Install and Operate
- › Minimal Service Intervention Required
- › KYOCERA Fleet Services, a Secure Cloud-Based Monitoring System, Optimizes Device Uptime and Reduces Costs





ECOSYS M4132idn

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| ECOSYS M4132idn | 32 PPM A3 Monochrome MFP | 1,469.75 |
| Accessories | | |
| DF-470 | 500 Sheets Document Finisher (requires AK-470) For M4132idn ONLY | 355.08 |
| PF-470 | 500 Sheets Paper Feeder | 247.07 |
| PF-471 | 500 Sheets x 2 Paper Feeder | 368.58 |
| Copier Stand | Copier Stand | 112.06 |
| FAX System 13 | Fax Board | 233.57 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| AK-470 | Bridge unit for installation of DF-470 | 35.55 |
| Stand Riser | Riser for Mainframe with Paper feeder/Mainframe with Stand | 62.56 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer DIMM Memory (2GB) | 142.99 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 15.35 includes 1,650 copies
Excess Black & White Copy Charge - \$0.0093

*Includes all parts, drum, labor and all consumable items except staples and paper.

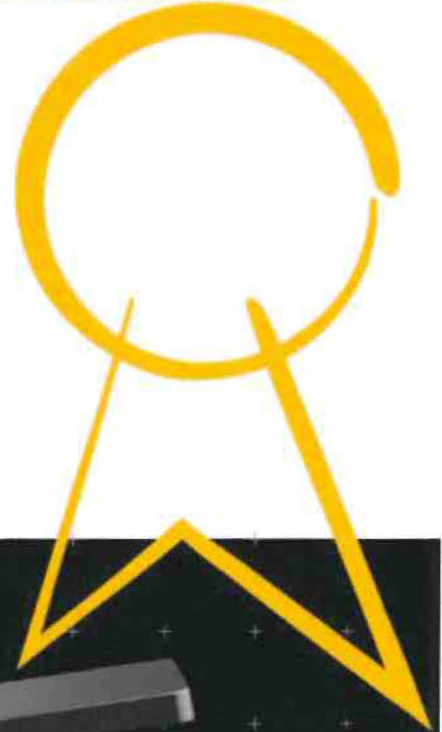


KYOCERA Document Solutions America, Inc.
National Account Sales

<https://usa.kyoceradocumentsolutions.com/>

Professional quality you can count on

The ECOSYS MA4500ix combines priceless reliability with consistently high output quality from the first print to the last. The perfect fit for small to medium-size workspaces, this ECOSYS device also offers low energy consumption and high-end security capabilities.



ECOSYS MA4500ix



Black and white A4 MFP

Up to 47 pages per minute

Duplex printing and scanning





ECOSYS MA4500ix

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------------|---|-------------|
| ECOSYS MA4500ix | 47ppm A4 Monochrome MFP 3 in 1 model
(Copy, Print, Color Scan) | 1,050.00 |
| Accessories | | |
| PF-3110 | 500 sheets optional paper feed cassette | 112.05 |
| Stand | Copier Stand | 166.00 |
| CA-3100 | Caster Kit 3100 | 124.50 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| IB-38 | Wireless Network Interface (USB: 2.4GB) | 120.00 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| HD-17 | SSD Memory Device (64 GB) | 321.00 |
| HD-18 | SSD Memory Device (256 GB) | 447.00 |
| HD-19 | SSD Memory Device (512 GB) | 657.00 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-50 | Trusted Platform Module | 174.00 |
| PCL Barcode Flash 3.0 (Type D) | Barcode Flash | 246.34 |
| Data Security (E) | Data Security (Common Criteria/NIAP certified
Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Card Reader Holder 10 | Card Reader Attachment | 31.85 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| MM-20 | Printer DIMM Memory 1 GB | 68.00 |
| MM-21 | Printer DIMM Memory 2 GB | 94.00 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 19.60 includes 2,000 copies

Excess Black & White Copy Charge - \$0.0098

*Includes all parts, drum, labor and all consumable items except staples and paper.

Robust and compact for maximum impact

The ECOSYS MA4500ifx blends a compact design with reliability. Alongside fax capabilities, users get stunning output quality from the first print to the last. Offering high-end security capabilities and low energy consumption features, this MFP is the perfect fit for small to medium-size workspaces.



ECOSYS MA4500ifx



Black and white A4 MFP

Up to 47 pages per minute

Duplex printing and scanning





ECOSYS MA4500ifx

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

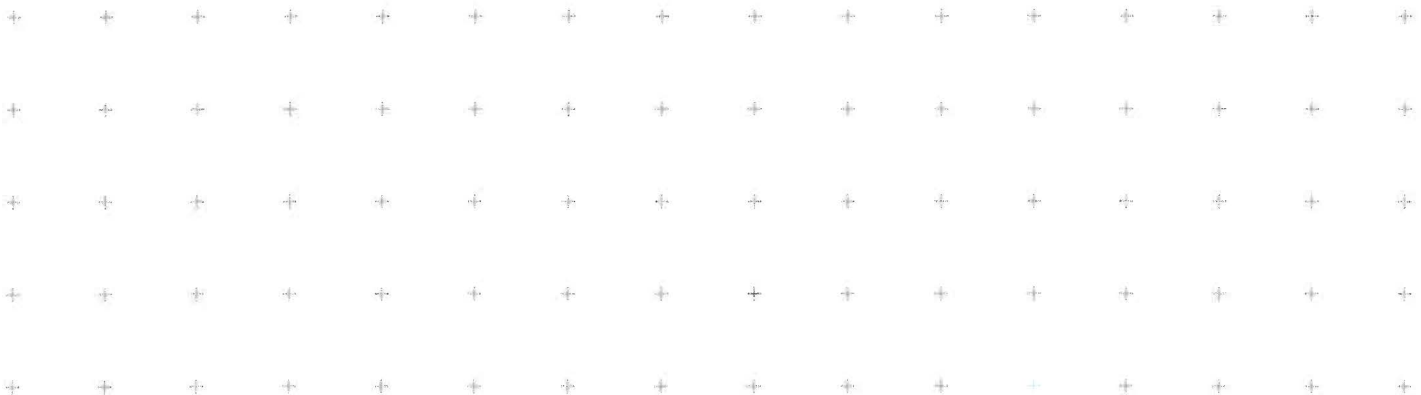
| Model | Description | OMNIA Price |
|--------------------------------|---|-------------|
| ECOSYS MA4500ifx | 47ppm A4 Monochrome MFP 4 in 1 model
(Copy, Print, Fax, Color Scan) | 1,250.00 |
| Accessories | | |
| PF-3110 | 500 sheets optional paper feed cassette | 112.05 |
| Stand | Copier Stand | 166.00 |
| CA-3100 | Caster Kit 3100 | 124.50 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| IB-38 | Wireless Network Interface (USB: 2.4GB) | 120.00 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| HD-17 | SSD Memory Device (64 GB) | 321.00 |
| HD-18 | SSD Memory Device (256 GB) | 447.00 |
| HD-19 | SSD Memory Device (512 GB) | 657.00 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-50 | Trusted Platform Module | 174.00 |
| PCL Barcode Flash 3.0 (Type D) | Barcode Flash | 246.34 |
| Data Security (E) | Data Security (Common Criteria/NIAP certified
Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Card Reader Holder 10 | Card Reader Attachment | 31.85 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| MM-20 | Printer DIMM Memory 1 GB | 68.00 |
| MM-21 | Printer DIMM Memory 2 GB | 94.00 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 12.25 includes 1,250 copies

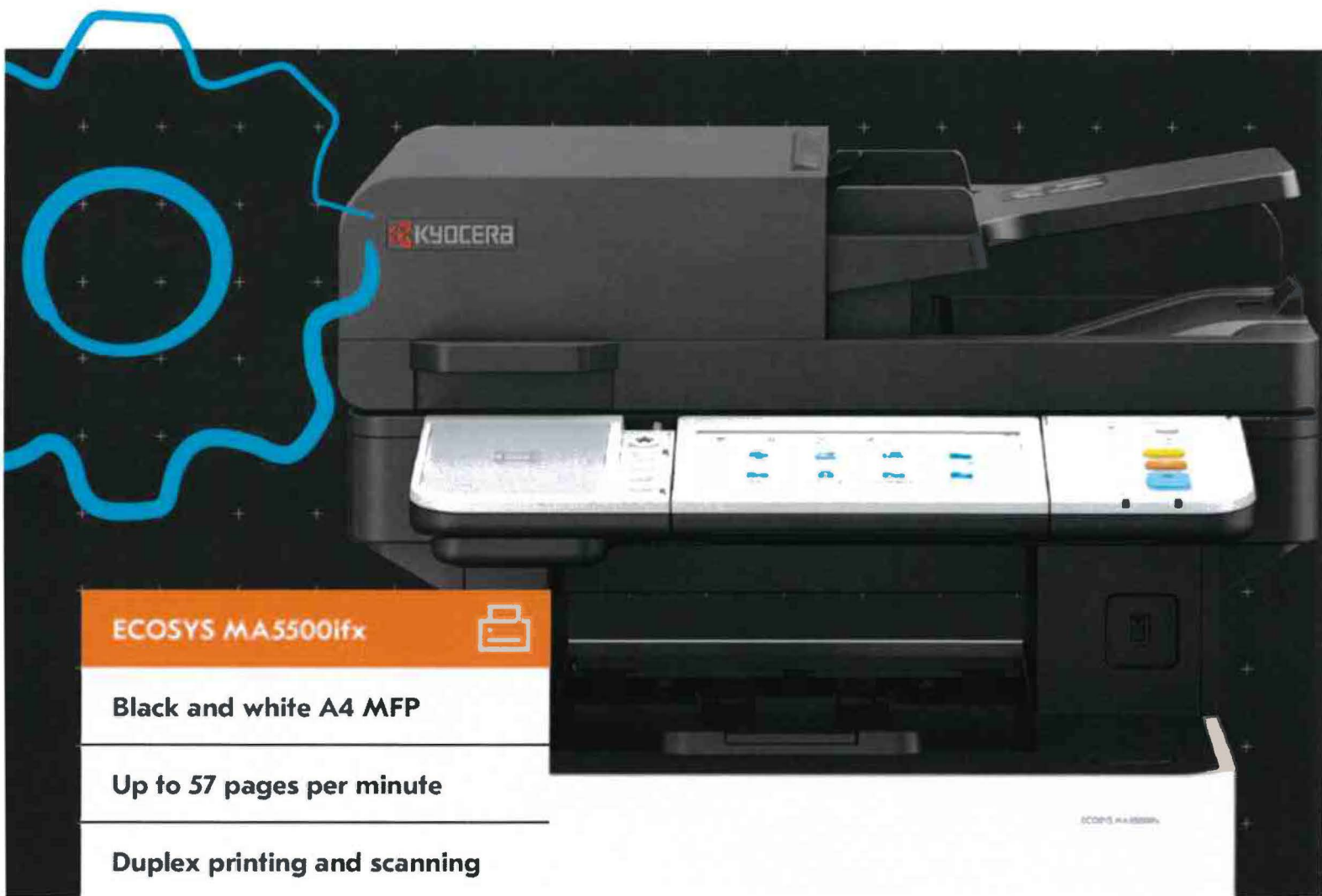
Excess Black & White Copy Charge - \$0.0098

*Includes all parts, drum, labor and all consumable items except staples and paper.



The sweet spot between productivity and quality

The ECOSYS MA5500ifx delivers high-speed printing with outstanding output quality. Offering priceless reliability, robust security features, and fax capabilities, this is the perfect device for the most demanding small to medium-sized workspaces.



ECOSYS MA5500ifx 

Black and white A4 MFP

Up to 57 pages per minute

Duplex printing and scanning





ECOSYS MA5500ifx

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------------|---|-------------|
| ECOSYS MA5500ifx | 57ppm A4 Monochrome MFP 4 in 1 model
(Copy, Print, Fax, Color Scan) | 1,363.00 |
| Accessories | | |
| PF-3110 | 500 sheets optional paper feed cassette | 112.05 |
| Stand | Copier Stand | 166.00 |
| CA-3100 | Caster Kit 3100 | 124.50 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| IB-38 | Wireless Network Interface (USB: 2.4GB) | 120.00 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| HD-17 | SSD Memory Device (64 GB) | 321.00 |
| HD-18 | SSD Memory Device (256 GB) | 447.00 |
| HD-19 | SSD Memory Device (512 GB) | 657.00 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-50 | Trusted Platform Module | 174.00 |
| PCL Barcode Flash 3.0 (Type D) | Barcode Flash | 246.34 |
| Data Security (E) | Data Security (Common Criteria/NIAP certified
Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Card Reader Holder 10 | Card Reader Attachment | 31.85 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| MM-20 | Printer DIMM Memory 1 GB | 68.00 |
| MM-21 | Printer DIMM Memory 2 GB | 94.00 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

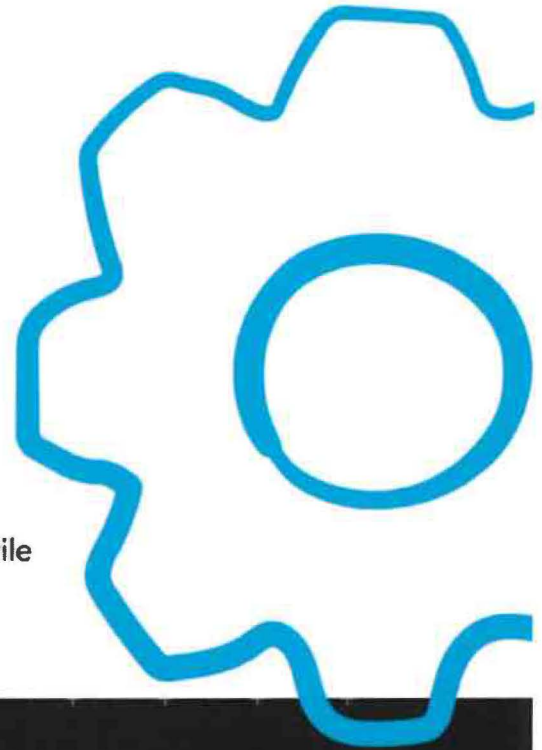
Black & White Base Monthly - 12.80 includes 2,000 copies

Excess Black & White Copy Charge - \$0.0064

*Includes all parts, drum, labor and all consumable items except staples and paper.

Classic workhorse meets modern workplace

The ECOSYS legacy continues with a series of powerful and versatile multi-function devices to make hybrid working successful.



ECOSYS MA6000ifx Series



A4 BW MFPs

47-62 pages per minute

Duplex printing and scanning

1200 x 1200 dpi resolution

Mobile printing





ECOSYS MA6000ifx

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------------|---|-------------|
| ECOSYS MA6000ifx | 62ppm A4 Monochrome MFP 4 in 1 model
(Copy, Print, Fax, Color Scan) | 2,838.00 |
| Accessories | | |
| PF-3110 | 500 sheets optional paper feed cassette | 112.05 |
| Stand | Copier Stand | 166.00 |
| CA-3100 | Caster Kit 3100 | 124.50 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| IB-38 | Wireless Network Interface (USB: 2.4GB) | 120.00 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| HD-17 | SSD Memory Device (64 GB) | 321.00 |
| HD-18 | SSD Memory Device (256 GB) | 447.00 |
| HD-19 | SSD Memory Device (512 GB) | 657.00 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-50 | Trusted Platform Module | 174.00 |
| PCL Barcode Flash 3.0 (Type D) | Barcode Flash | 246.34 |
| Data Security (E) | Data Security (Common Criteria/NIAP certified
Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Card Reader Holder 10 | Card Reader Attachment | 31.85 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| MM-20 | Printer DIMM Memory 1 GB | 68.00 |
| MM-21 | Printer DIMM Memory 2 GB | 94.00 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

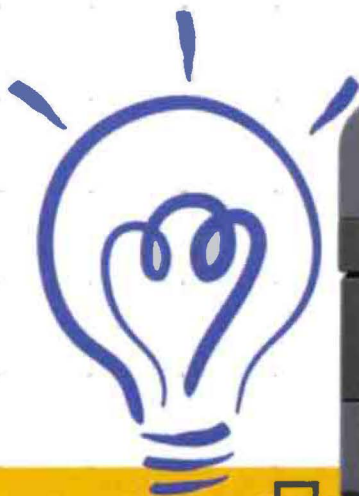
Black & White Base Monthly - 13.50 includes 2,500 copies
Excess Black & White Copy Charge - \$0.0054

*Includes all parts, drum, labor and all consumable items except staples and paper.

TASKalfa MZ3200i:

A revolutionary versatile printer

The Kyocera TASKalfa MZ3200i is a complete A3 MFP that blends outstanding security with unbeatable quality to match the needs of the modern workplace both today and tomorrow.

**TASKalfa MZ3200i****Up to 32 pages per minute****Standard 1,100-sheet capacity****Intuitive display****Enhanced security**



TASKalfa MZ3200i

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| TASKalfa MZ3200i | 32 PPM A3 B&W MFP | \$ 2,004.00 |
| Accessories | | |
| DP-7140 | 50 Sheet RADP | 553.00 |
| DP-7150 | 140 Sheet RADP | 693.00 |
| DP-7160 | 320 Sheet DSDP | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 32.76 |
| DF-7120 | 1,000 Sheets Finisher (Requires AK-740 for installation) | 693.06 |
| DF-791 | 3,000 Sheets Finisher (Requires AK-740 for installation) | 1,125.10 |
| AK-740 | Attachment kit for DF-7120 / DF-791 | 72.01 |
| PF-791 | 500 Sheets x 2 Paper Feeder | 579.20 |
| PF-810 | 1,500 Sheets x 2 Paper Feeder | 621.05 |
| Stand | Copier Stand | 128.71 |
| PH-7A | 2/3 Hole Punch Unit for DF-7120/791 | 301.53 |
| MT-730(B) | 7 Bin Mailbox for 3,000 Sheet Finisher | 450.05 |
| FAX System 12 | Network Fax | 519.80 |
| Internet Fax (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security 10 | Data Security (Common Criteria/NIAP certified
Hard Drive Encryption/Overwrite Kit) | 243.00 |
| Scan Extension kit(A) | Serchable PDF Kit | 389.98 |
| Keyboard Holder (10) | Keyboard Tray Kit | 73.45 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation for IBM Proprinter, Epson LQ-850, Diablo 630 | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC | 306.13 |
| NK-7130 | Option Numeric Keypad | 59.41 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| Platen Cover Type E | Platen Cover | 52.65 |
| HD-16 | Large Capacity HDD (1TB) | 991.00 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

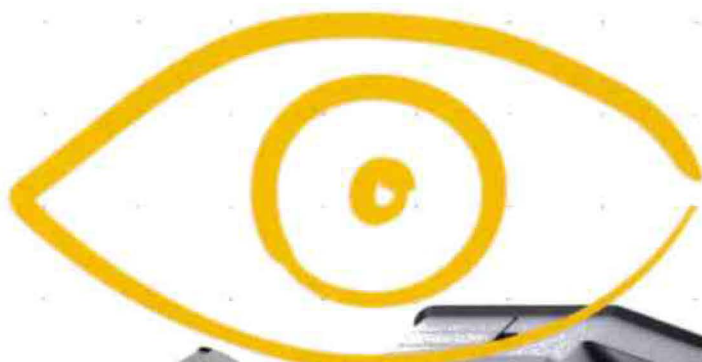
Black & White Base Monthly - 17.00 includes 2,000 copies
Excess Black & White Copy Charge - \$0.0085

*Includes all parts, drum, labor and all consumable items except staples and paper.

TASKalfa MZ4000i:

The future is here!

The TASKalfa MZ4000i is an outstanding A3 black and white MFP that combines Kyocera's unbeatable industry expertise with incredible quality to provide long-term solutions that meet the demand of the modern workplace.



TASKalfa MZ4000i



Up to 40 pages per minute

Black and white printer

Standard 1,100-sheet capacity

Productive scanning features

Cloud compatibility





TASKalfa MZ4000i

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| TASKalfa MZ4000i | 40 PPM A3 B&W MFP | \$ 2,426.00 |
| Accessories | | |
| DP-7140 | 50 Sheet RADP | 553.00 |
| DP-7150 | 140 Sheet RADP | 693.00 |
| DP-7160 | 320 Sheet DSDP | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 32.76 |
| DF-7120 | 1,000 Sheets Finisher (Requires AK-740 for installation) | 693.06 |
| DF-791 | 3,000 Sheets Finisher (Requires AK-740 for installation) | 1,125.10 |
| AK-740 | Attachment kit for DF-7120 / DF-791 | 72.01 |
| PF-791 | 500 Sheets x 2 Paper Feeder | 579.20 |
| PF-810 | 1,500 Sheets x 2 Paper Feeder | 621.05 |
| Stand | Copier Stand | 128.71 |
| PH-7A | 2/3 Hole Punch Unit for DF-7120/791 | 301.53 |
| MT-730(B) | 7 Bin Mailbox for 3,000 Sheet Finisher | 450.05 |
| FAX System 12 | Network Fax | 519.80 |
| Internet Fax (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security 10 | Data Security (Common Criteria/NIAP certified
Hard Drive Encryption/Overwrite Kit) | 243.00 |
| Scan Extension kit(A) | Searchable PDF Kit | 389.98 |
| Keyboard Holder (10) | Keyboard Tray Kit | 73.45 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation for IBM Proprinter, Epson LQ-850, Diablo 630 | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC | 306.13 |
| NK-7130 | Option Numeric Keypad | 59.41 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| Platen Cover Type E | Platen Cover | 52.65 |
| HD-16 | Large Capacity HDD (1TB) | 991.00 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

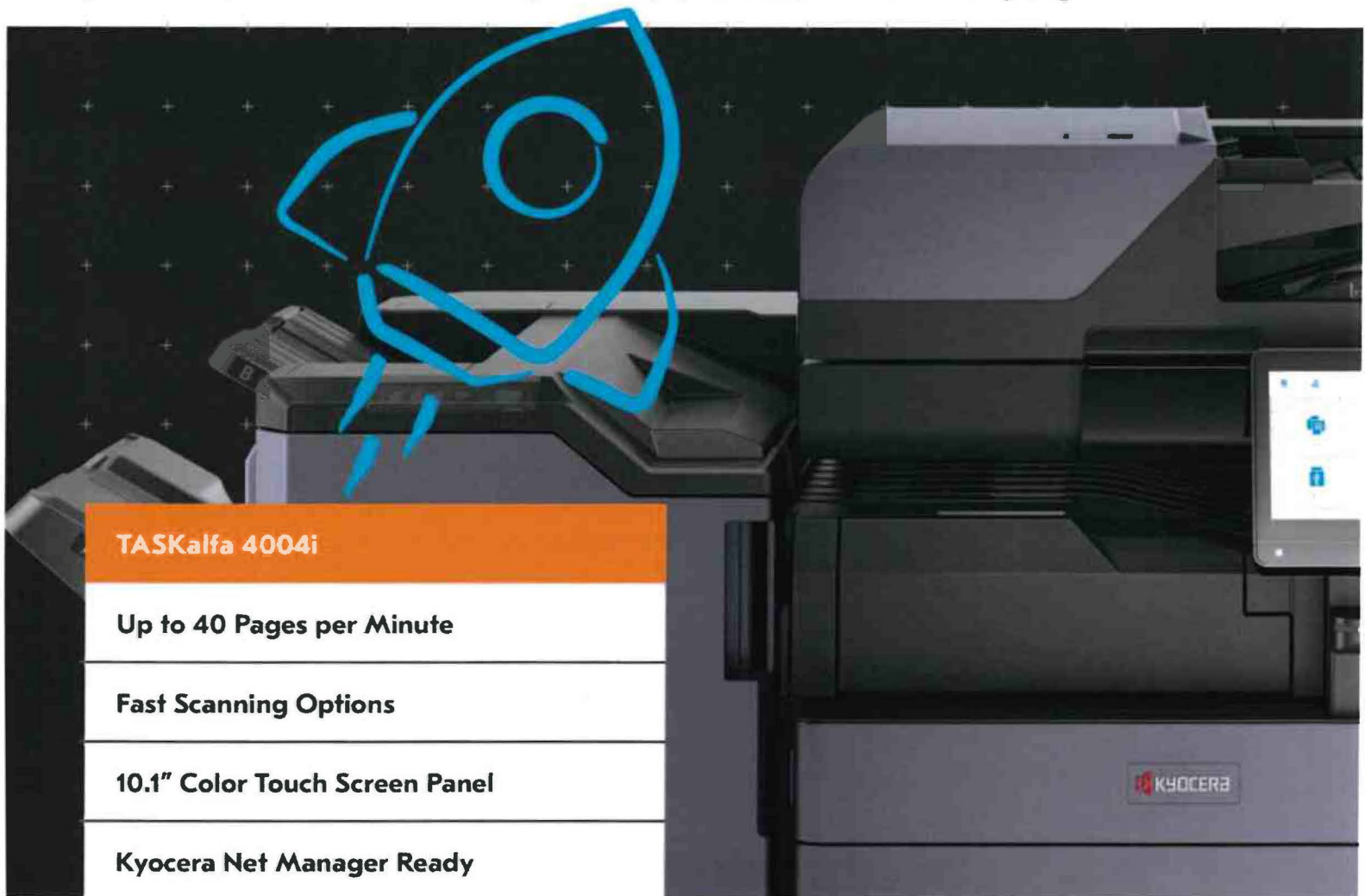
Black & White Base Monthly - 17.00 includes 2,000 copies

Excess Black & White Copy Charge - \$0.0085

*Includes all parts, drum, labor and all consumable items except staples and paper.

Your Workplace Evolution

These monochrome additions to the Kyocera Evolution Series are designed to keep your costs low and your efficiency at its highest. With the latest security compliance, rapid print and scan speeds, and a more engaging user experience, they will optimize your workflows and maximize productivity. Join the Evolution today and keep your business at the cutting edge!



| |
|---------------------------------------|
| TASKalfa 4004i |
| Up to 40 Pages per Minute |
| Fast Scanning Options |
| 10.1" Color Touch Screen Panel |
| Kyocera Net Manager Ready |





TASKalfa 4004i

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 4004i | 40 PPM A3 B&W MFP | 2,657.00 |
| Accessories | | |
| DP-7150 | 140 Sheet RADP | 693.00 |
| DP-7160 | 320 Sheet DSDP with Multi-Feed sensor | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| DF-7100 | 500 Sheet Internal Finisher | 628.25 |
| DF-7120 | 1,000 Sheet Staple Finisher | 693.06 |
| DF-7140 | 4,000 Sheet Finisher (65 Sheet Staple) | 1,219.00 |
| DF-7150 | 4,000 Sheet Finisher (100 Sheet Staple) | 2,164.00 |
| AK-7110 | Attachment Kit for DF-7120/DF-7110/DF-7140/DF-7150 | 72.01 |
| PF-7140 | Dual 500 Sheet Paper Trays | 628.00 |
| PF-7150 | Dual 1,500 Sheet Paper Trays - Letter | 674.00 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Stand | Copier Cabinet Stand | 161.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 51.00 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| PH-7100 | Punch Unit for DF-7100 | 301.53 |
| IS-7100 | Insert Unit (for the 60/70 ppm systems only) | 1,893.00 |
| ZF-7100 | Z-Fold Unit (for the 60/70 ppm systems only) | 5,020.00 |
| AK-7120 | Attachment Kit for the ZF-7100 | 89.00 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| JS-7100 | Job Separator | 92.26 |
| JS-7110 | Inner Shift Tray | 184.00 |
| Fax System 12 | Fax Board | 519.80 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security Kit 10 | Enhancement option that helps provide the encryption function for IPsec, one of the certification requirements for HCD-PP and FIPS 140-2 for communication | 243.00 |
| Banner Guide(A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with NetGard) | 306.13 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Platen Cover Type E | Platen Cover | 52.65 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

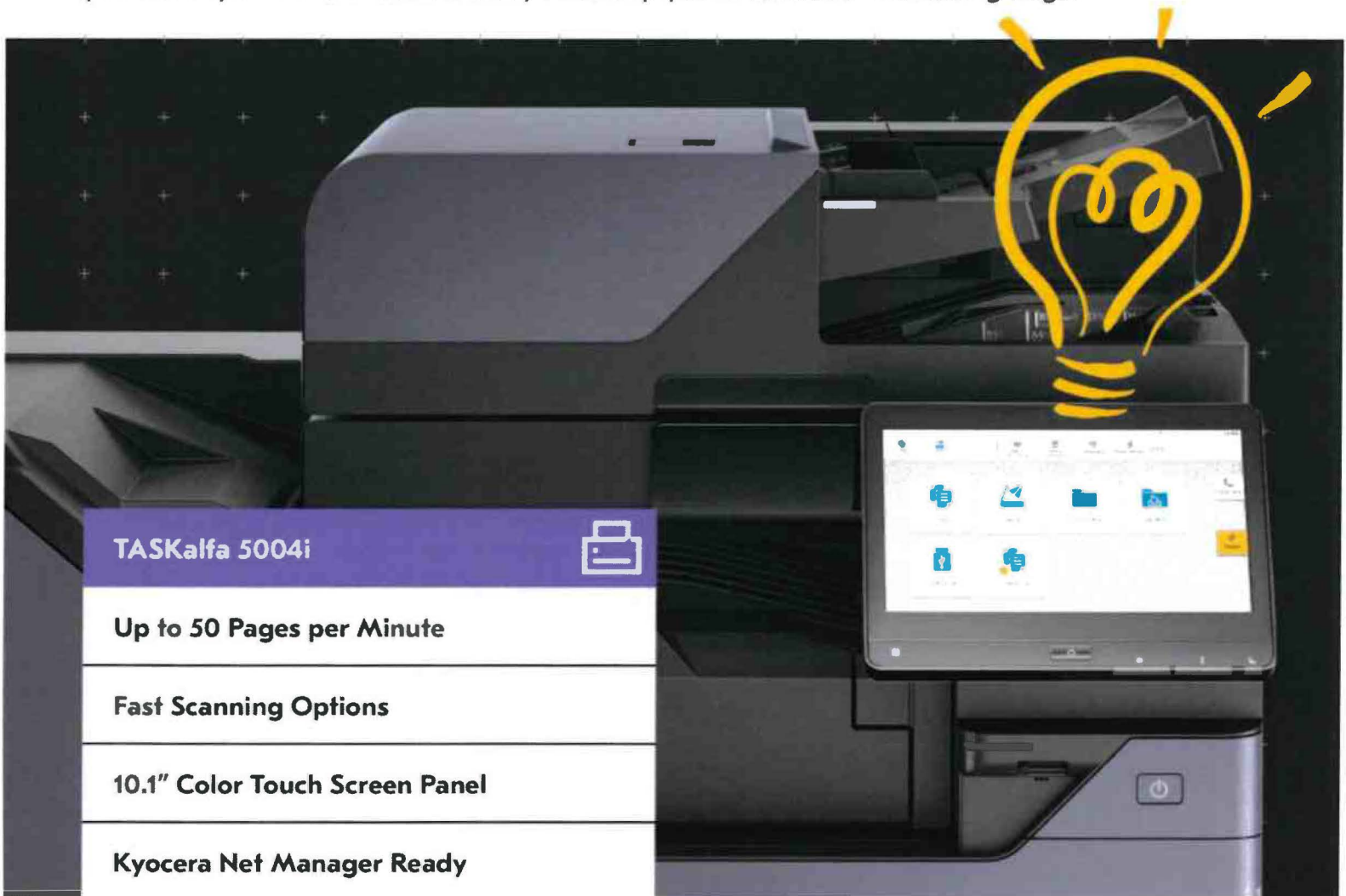
OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 16.20 includes 2,000 copies
Excess Black & White Copy Charge - \$0.0081

*Includes all parts, drum, labor and all consumable items except staples and paper.

Your Workplace Evolution

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| | |
|---------------------------------------|---|
| TASKalfa 5004i |  |
| Up to 50 Pages per Minute | |
| Fast Scanning Options | |
| 10.1" Color Touch Screen Panel | |
| Kyocera Net Manager Ready | |



TASKalfa 5004i

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 5004i | 50 PPM A3 B&W MFP | 2,884.00 |
| Accessories | | |
| DP-7150 | 140 Sheet RADP | 693.00 |
| DP-7160 | 320 Sheet DSDP with Multi-Feed sensor | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| DF-7100 | 500 Sheet Internal Finisher | 628.25 |
| DF-7120 | 1,000 Sheet Staple Finisher | 693.06 |
| DF-7140 | 4,000 Sheet Finisher (65 Sheet Staple) | 1,219.00 |
| DF-7150 | 4,000 Sheet Finisher (100 Sheet Staple) | 2,164.00 |
| AK-7110 | Attachment Kit for DF-7120/DF-7110/DF-7140/DF-7150 | 72.01 |
| PF-7140 | Dual 500 Sheet Paper Trays | 628.00 |
| PF-7150 | Dual 1,500 Sheet Paper Trays - Letter | 674.00 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Stand | Copier Cabinet Stand | 161.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 51.00 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| PH-7100 | Punch Unit for DF-7100 | 301.53 |
| IS-7100 | Insert Unit (for the 60/70 ppm systems only) | 1,893.00 |
| ZF-7100 | Z-Fold Unit (for the 60/70 ppm systems only) | 5,020.00 |
| AK-7100 | Attachment Kit for the ZF-7100 | 89.00 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| JS-7100 | Job Separator | 92.26 |
| JS-7110 | Inner Shift Tray | 184.00 |
| Fax System 12 | Fax Board | 519.80 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security Kit 10 | Enhancement option that helps provide the encryption function for IPsec, one of the certification requirements for HCD-PP and FIPS 140-2 for communication | 243.00 |
| Banner Guide(A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with NetGard) | 306.13 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Platen Cover Type E | Platen Cover | 52.65 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 18.50 includes 2,500 copies
Excess Black & White Copy Charge - \$0.0074

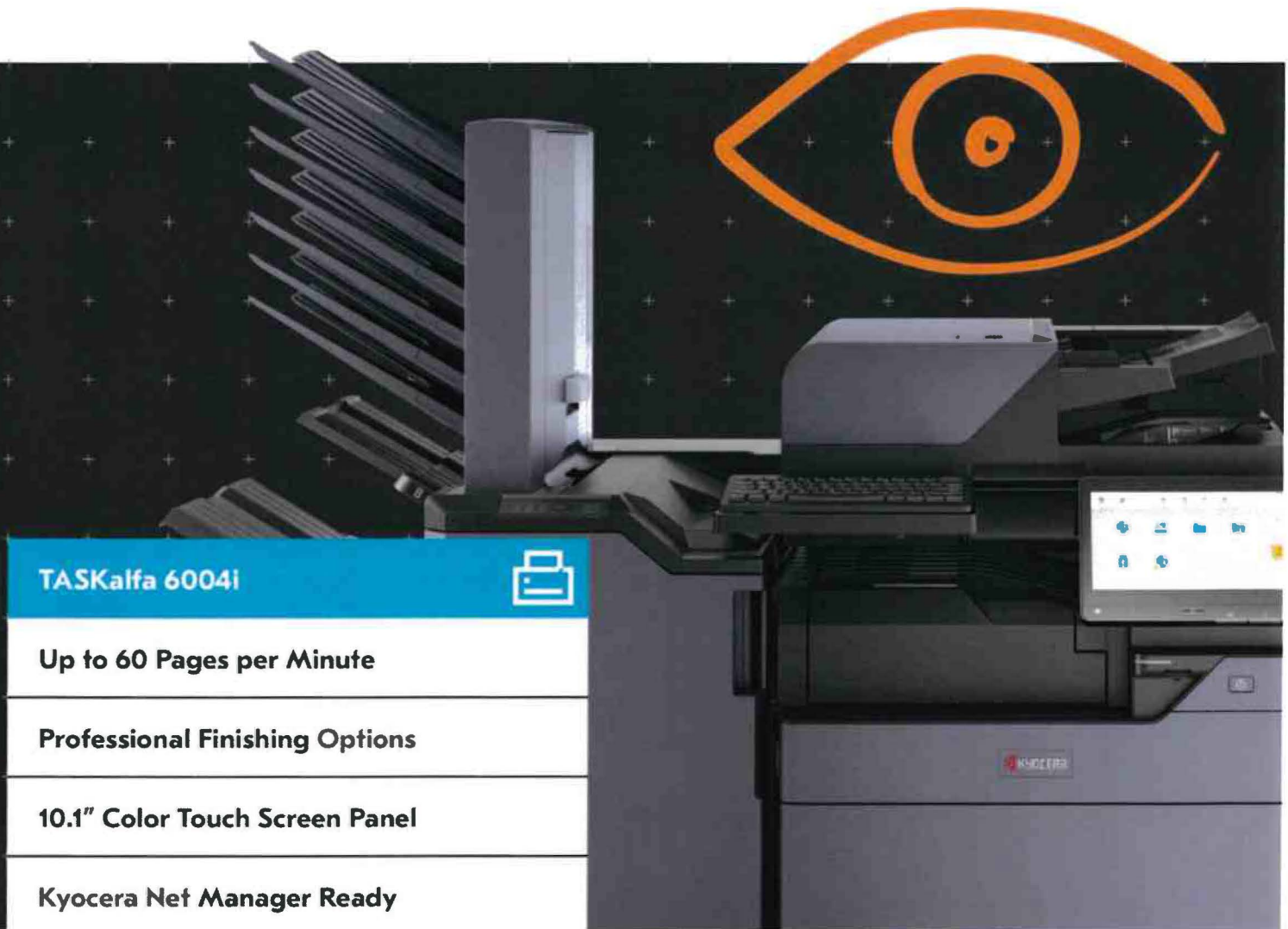
*Includes all parts, drum, labor and all consumable items except staples and paper.



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Your Workplace Evolution

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| | |
|---------------------------------------|---|
| TASKalfa 6004i |  |
| Up to 60 Pages per Minute | |
| Professional Finishing Options | |
| 10.1" Color Touch Screen Panel | |
| Kyocera Net Manager Ready | |





TASKalfa 6004i

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 6004i | 60 PPM A3 B&W MFP | 3,574.00 |
| Accessories | | |
| DP-7150 | 140 Sheet RADP | 693.00 |
| DP-7160 | 320 Sheet DSDP with Multi-Feed sensor | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| DF-7100 | 500 Sheet Internal Finisher | 628.25 |
| DF-7120 | 1,000 Sheet Staple Finisher | 693.06 |
| DF-7140 | 4,000 Sheet Finisher (65 Sheet Staple) | 1,219.00 |
| DF-7150 | 4,000 Sheet Finisher (100 Sheet Staple) | 2,164.00 |
| AK-7110 | Attachment Kit for DF-7120/DF-7110/DF-7140/DF-7150 | 72.01 |
| PF-7140 | Dual 500 Sheet Paper Trays | 628.00 |
| PF-7150 | Dual 1,500 Sheet Paper Trays - Letter | 674.00 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Stand | Copier Cabinet Stand | 161.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 51.00 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| PH-7100 | Punch Unit for DF-7100 | 301.53 |
| IS-7100 | Insert Unit (for the 60/70 ppm systems only) | 1,893.00 |
| ZF-7100 | Z-Fold Unit (for the 60/70 ppm systems only) | 5,020.00 |
| AK-7120 | Attachment Kit for the ZF-7100 | 89.00 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| JS-7100 | Job Separator | 92.26 |
| JS-7110 | Inner Shift Tray | 184.00 |
| Fax System 12 | Fax Board | 519.80 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security Kit 10 | Enhancement option that helps provide the encryption function for IPsec, one of the certification requirements for HCD-PP and FIPS 140-2 for communication | 243.00 |
| Banner Guide(A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with NetGard) | 306.13 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Platen Cover Type E | Platen Cover | 52.65 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - \$24.80 includes 4,000 copies
Excess Black & White Copy Charge - \$0.0062

*Includes all parts, drum, labor and all consumable items except staples and paper.



› PRINT › COPY › SCAN › FAX

TASKalfa 7003i

Monochrome Multifunctional
Printer

POWER, VERSATILITY AND SEAMLESS INTEGRATION.



Expertly engineered to streamline workflows and maximize the productivity your environment demands. Consistently up to the task, the **TASKalfa 7003i** Black & White Multifunction System effortlessly tackles your most challenging print, copy, scan and fax needs. You'll gain the advantage of crisp monochrome text and detailed graphics, with multiple finishing options that uphold the professional look your business counts on. Long-lasting and ultra-reliable, this multifunctional delivers the power and security to meet your high-speed, high-volume communication needs.

- > Speed: 70 B&W Pages Per Minute w/Standard Dual Scan Document Processor/270 Sheets
- > Functions: Print/Scan/Copy/Optional Fax
- > Security: Data Security Kit (E) (HDD Overwrite Mode and HDD Data Encryption)
- > Max Monthly Duty Cycle: 400,000 Pages Per Month
- > Resolution/Bit Depth: Up to 1200 x 1200 dpi
- > Standard/Maximum Paper Capacity: 4,150 Sheets/7,650 Sheets; Auto Selection/Switching
- > Paper Size: Statement to Ledger (5.5"x8.5"-11"x17"), 12"x18", 12"x 48" Banner (Single Sheet)
- > Paper Weight: Trays / MPT: 16 lb Bond – 142 lb Index (60 – 256gsm)
- > Duplexing: Standard Stackless Duplex
- > Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots, Wireless LAN (communication distance 98.5')
- > PDL: PRESCRIBE, PCL6 (PCL-XL / PCL5), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- > Fax Memory (Optional): 170 MB Standard





TASKalfa 7003i

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| TASKalfa 7003i | 70 PPM A3 B&W MFP | 5,725.00 |
| Accessories | | |
| DF-7110 | 4,000 Sheet Staple Finisher | 1,125.00 |
| DF-7130 | 4,000 Sheet Finisher (100 Sheet Staple) | 1,909.07 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| PF-730(B) | Dual 500 Sheet Paper Trays (Requires PF-7130 for installation.) | 579.20 |
| PF-740(B) | Dual 1,500 Sheet Paper Trays (Requires PF-7130 for installation.) | 621.05 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| PF-7130 | 500 Sheet Side Multi-Media Tray (Requires PF-730(B) or PF-740(B)) | 375.33 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| Fax System 12 | Fax Board | 519.80 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Banner Guide 10 | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| Copy Tray (D) | Copy Tray | 20.25 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Surge Protector-MX (20A) | 20 Amp Surge Protector | 113.74 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - \$48.80 includes 8,000 copies
Excess Black & White Copy Charge - \$0.0061

*Includes all parts, drum, labor and all consumable items except staples and paper.

Your Workplace Evolution

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| | |
|---------------------------------------|---|
| TASKalfa 7004i |  |
| Up to 70 Pages per Minute | |
| Professional Finishing Options | |
| 10.1" Color Touch Screen Panel | |
| Kyocera Net Manager Ready | |



TASKalfa 7004i

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 7004i | 70 PPM A3 B&W MFP | 3,799.00 |
| Accessories | | |
| DP-7150 | 140 Sheet RADP | 693.00 |
| DP-7160 | 320 Sheet DSDP with Multi-Feed sensor | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| DF-7100 | 500 Sheet Internal Finisher | 628.25 |
| DF-7120 | 1,000 Sheet Staple Finisher | 693.06 |
| DF-7140 | 4,000 Sheet Finisher (65 Sheet Staple) | 1,219.00 |
| DF-7150 | 4,000 Sheet Finisher (100 Sheet Staple) | 2,164.00 |
| AK-7110 | Attachment Kit for DF-7120/DF-7110/DF-7140/DF-7150 | 72.01 |
| PF-7140 | Dual 500 Sheet Paper Trays | 628.00 |
| PF-7150 | Dual 1,500 Sheet Paper Trays - Letter | 674.00 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Stand | Copier Cabinet Stand | 161.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 51.00 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| PH-7100 | Punch Unit for DF-7100 | 301.53 |
| IS-7100 | Insert Unit (for the 60/70 ppm systems only) | 1,893.00 |
| ZF-7100 | Z-Fold Unit (for the 60/70 ppm systems only) | 5,020.00 |
| AK-7120 | Attachment Kit for the ZF-7100 | 89.00 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| JS-7100 | Job Separator | 92.26 |
| JS-7110 | Inner Shift Tray | 184.00 |
| Fax System 12 | Fax Board | 519.80 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security Kit 10 | Enhancement option that helps provide the encryption function for IPsec, one of the certification requirements for HCD-PP and FIPS 140-2 for communication | 243.00 |
| Banner Guide(A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with NetGard) | 306.13 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Platen Cover Type E | Platen Cover | 52.65 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - \$48.80 includes 8,000 copies

Excess Black & White Copy Charge - \$0.0061

*Includes all parts, drum, labor and all consumable items except staples and paper.



› PRINT › COPY › SCAN › FAX

TASKalfa 8003i

Monochrome
Multifunctional Printer

POWER, VERSATILITY AND SEAMLESS INTEGRATION.



Expertly engineered to streamline workflows and maximize the productivity your environment demands. Consistently up to the task, the **TASKalfa 8003i** Black & White Multifunction System effortlessly tackles your most challenging print, copy, scan and fax needs. You'll gain the advantage of crisp monochrome text and detailed graphics, with multiple finishing options that uphold the professional look your business counts on. Long-lasting and ultra-reliable, this multifunctional delivers the power and security to meet your high-speed, high-volume communication needs.

- > Speed: 80 B&W Pages Per Minute w/Standard Dual Scan Document Processor/270 Sheets
- > Functions: Print/Scan/Copy/Optional Fax
- > Security: Data Security Kit (E) (HDD Overwrite Mode and HDD Data Encryption)
- > Max Monthly Duty Cycle: 450,000 Pages Per Month
- > Resolution/Bit Depth: Up to 1200 x 1200 dpi
- > Standard/Maximum Paper Capacity: 4,150 Sheets/7,650 Sheets; Auto Selection/Switching
- > Paper Size: Statement to Ledger (5.5"x8.5"-11"x17"), 12"x18", 12"x 48" Banner (Single Sheet)
- > Paper Weight: Trays / MPT: 16 lb Bond – 142 lb Index (60 – 256gsm)
- > Duplexing: Standard Stackless Duplex
- > Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots, Wireless LAN (communication distance 98.5')
- > PDL: PRESCRIBE, PCL6 (PCL-XL / PCL5), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- > Fax Memory (Optional): 170 MB Standard





TASKalfa 8003i

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| TASKalfa 8003i | 80 PPM A3 B&W MFP | 7,272.50 |
| Accessories | | |
| DF-7110 | 4,000 Sheet Staple Finisher | 1,125.10 |
| DF-7130 | 4,000 Sheet Finisher (100 Sheet Staple) | 1,909.07 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| PF-730(B) | Dual 500 Sheet Paper Trays (Requires PF-7130 for installation.) | 579.20 |
| PF-740(B) | Dual 1,500 Sheet Paper Trays (Requires PF-7130 for installation.) | 621.05 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| PF-7130 | 500 Sheet Side Multi-Media Tray (Requires PF-730(B) or PF-740(B)) | 375.33 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| Fax System 12 | Fax Board | 519.80 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security (E) | Data Security
(Common Criteria/NIAP certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Banner Guide (A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| Copy Tray (D) | Copy Tray | 20.25 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Surge Protector-MX (20A) | 20 Amp Surge Protector | 113.74 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - \$54.05 includes 11,500 copies
Excess Black & White Copy Charge - \$0.0047

*Includes all parts, drum, labor and all consumable items except staples and paper.



> PRINT > COPY > SCAN > FAX

TASKalfa 9003i

Monochrome Multifunctional
Printer

POWER, VERSATILITY AND SEAMLESS INTEGRATION.



Expertly engineered to streamline workflows and maximize the productivity your environment demands. Consistently up to the task, the **TASKalfa 9003i** Black & White Multifunction System effortlessly tackles your most challenging print, copy, scan and fax needs. You'll gain the advantage of crisp monochrome text and detailed graphics, with multiple finishing options that uphold the professional look your business counts on. Long-lasting and ultra-reliable, this multifunctional delivers the power and security to meet your high-speed, high-volume communication needs.

- > Speed: 90 B&W Pages Per Minute w/Standard Dual Scan Document Processor/270 Sheets
- > Functions: Print/Scan/Copy/Optional Fax
- > Security: Data Security Kit (E) (HDD Overwrite Mode and HDD Data Encryption)
- > Max Monthly Duty Cycle: 450,000 Pages Per Month

- > Resolution/Bit Depth: Up to 1200 x 1200 dpi
- > Standard/Maximum Paper Capacity: 4,150 Sheets/7,650 Sheets; Auto Selection/Switching
- > Paper Size: Statement to Ledger (5.5"x8.5"-11"x17"), 12"x18", 12"x 48" Banner (Single Sheet)
- > Paper Weight: Trays / MPT: 16 lb Bond – 142 lb Index (60 – 256gsm)
- > Duplexing: Standard Stackless Duplex
- > Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots, Wireless LAN (communication distance 98.5')
- > PDL: PRESCRIBE, PCL6 (PCL-XL / PCL5), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- > Fax Memory (Optional): 170 MB Standard





TASKalfa 9003i

Monochrome MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| TASKalfa 9003i | 90 PPM A3 B&W MFP | 8,195.75 |
| Accessories | | |
| DF-7110 | 4,000 Sheet Staple Finisher | 1,125.10 |
| DF-7130 | 4,000 Sheet Finisher (100 Sheet Staple) | 1,909.07 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| PF-730(B) | Dual 500 Sheet Paper Trays (Requires PF-7130 for installation.) | 579.20 |
| PF-740(B) | Dual 1,500 Sheet Paper Trays (Requires PF-7130 for installation.) | 621.05 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| PF-7130 | 500 Sheet Side Multi-Media Tray (Requires PF-730(B) or PF-740(B)) | 375.33 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| Fax System 12 | Fax Board | 519.80 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security (E) | Data Security
(Common Criteria/NIAP certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Banner Guide (A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| Copy Tray (D) | Copy Tray | 20.25 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Surge Protector-MX (20A) | 20 Amp Surge Protector | 113.74 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - \$69.00 includes 15,000 copies
Excess Black & White Copy Charge - \$0.0046

*Includes all parts, drum, labor and all consumable items except staples and paper.

WORKGROUP PRODUCTIVITY.... NEXT LEVEL AND BEYOND.



Keep building your business with the compact, yet versatile **TASKalfa 308ci**. Ideal for small to mid-size businesses, these multifunction printers grow with you as your needs evolve. You'll appreciate the intuitive 7" Color Touch Screen with tablet-like functionality that makes it easy to find features and interact with business apps. No matter what your needs are and how they change, these intelligent systems will be there for you today and tomorrow.

- > Speed: 32/32 B&W/Color Pages Per Minute
- > Functions: Color Multifunctional System – Print/Scan/Copy/Optional Fax
- > Security: Data Security (E) (HDD Overwrite Mode and HDD Data Encryption)
- > Max Monthly Duty Cycle: 100,000 Pages Per Month
- > Resolution: Up to 1200 x 1200 dpi at reduced speed
- > Standard/Maximum Paper Capacity: Standard 600 Sheets, Maximum 3,100 Sheets
- > Paper Size: Statement to Legal (5.5" x 8.5" - 8.5" x 14")
- > Paper Weight: Trays/MPT: 16 lb Bond - 120 lb Index (60 – 220gsm)
- > Duplexing: Standard Stackless Duplex, Statement to Legal
- > Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 2 USB Host Interfaces, 2 Expansion Slots;
Optional: 10/100/1000BaseTX (IB-50 for Dual NIC);
Optional: IEEE 802.11 b/g/n (IB-51 for Wireless LAN Interface)
- > PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- > Optional Fax Type: Fax System 11
- > Optional Fax Memory: Standard 3.5 MB



TASKalfa 308ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 308ci | 32/32 PPM A4 Color MFP (With standard Document Processor) | 1,820.80 |
| Accessories | | |
| DF-5100 | 300 Sheet Internal Finisher (cannot install with MT-5100) | 488.49 |
| AK-5100 | Attachment Kit for MT-5100 on 307ci | 80.00 |
| PF-5120 | 500 Sheet Paper Tray | 224.37 |
| PF-5130 | 500 Sheet Paper Tray x 2 (requires PF-5120 for Installation) | 643.48 |
| PF-5140 | 2000 Sheet Paper Tray (requires PF-5120 for Installation) | 689.98 |
| Stand | Copier Cabinet Stand requires PF-5120) | 143.00 |
| JS-5100 | Job Separator (cannot install w/Finisher or MT) | 102.50 |
| MT-5100 | 5 Bin Mailbox [requires AK-5100 for Installation] | 499.99 |
| Fax System 11 | Fax kit | 150.00 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 11] | 150.00 |
| Data Security (E) | Data Security | 376.98 |
| IB-50 | (Common Criteria/NIAP certified Hard Drive Encryption/Overwrite Kit) | 226.84 |
| IB-51 | Gigabit EtherNet Board for Dual NIC | 306.13 |
| HD-6*** | Wireless LAN NIC (Does not work with Netgard) | 218.39 |
| HD-7*** | SSD Memory Device (32 GB) | 311.98 |
| UG-33 | SSD Memory Device (128 GB) | 90.99 |
| UG-34 | Upgrade Kit for Thin Print Support | 363.98 |
| Card Reader Holder 11 | Optional Printer Emulation | 41.60 |
| SD-144-1GB(DDR3) | Card Reader Holder | 103.34 |
| SDHC Card-16G | Printer Memory [1GB] for 307ci | 22.75 |
| SDHC Card-32G | SD Card Memory for storage, 16GB | 56.87 |
| DT-5100 | SD Card Memory for storage, 32GB | 22.50 |
| Surge Protector-MX (15A) | Original Hard Copy Holder | 97.49 |
| | 15 Amp Surge Protector | |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0738
 Black & White Base Monthly - \$10.95 includes 1,500 copies
 Excess Black & White Copy Charge - \$0.0073
 *Includes all parts, drum, labor and all consumable items except staples and paper.

TASKalfa 358ci

Color Multifunctional
Printer

WORKGROUP
PRODUCTIVITY....

NEXT LEVEL AND BEYOND.



The **TASKalfa 358ci** brings new meaning to efficient business performance in a compact footprint. Flexible functionality streamlines document processes while business color gets your message seen, making the TASKalfa 358ci a powerful solution that can grow with your business needs.

- > Speed: 37/37 B&W/Color Pages Per Minute
- > Functions: Color Multifunctional System – Print/Scan/Copy/Optional Fax
- > Security: Data Security (E) (HDD Overwrite Mode and HDD Data Encryption)
- > Max Monthly Duty Cycle: 100,000 Pages Per Month
- > Resolution: Up to 1200 x 1200 dpi at reduced speed
- > Standard/Maximum Paper Capacity: Standard 600 Sheets, Maximum 3,100 Sheets

- > Paper Size: Statement to Legal (5.5" x 8.5" - 8.5" x 14")
- > Paper Weight: Trays/MPT: 16 lb Bond - 120 lb Index (60 – 220gsm)
- > Duplexing: Standard Stackless Duplex, Statement to Legal
- > Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 2 USB Host Interfaces, 2 Expansion Slots;
Optional: 10/100/1000BaseTX (IB-50 for Dual NIC);
Optional: IEEE 802.11 b/g/n (IB-51 for Wireless LAN Interface)
- > PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- > Optional Fax Type: Fax System 10(x)
- > Optional Fax Memory: 170 MB





TASKalfa 358ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| TASKalfa 358ci | 37/37 PPM A4 Color MFP | 2,702.80 |
| Accessories | | |
| DP-5100 | Reversing Automatic Document Processor | 708.48 |
| DP-5120 | 100 Sheet DSDP | 838.58 |
| DP-5110 | Dual Scan Document Processor | 899.98 |
| DP-5130 | 270 Sheet DSDP | 1,423.50 |
| DF-5100 | 300 Sheet Internal Finisher | 488.49 |
| DF-5110 | 1,000 Sheet Finisher (requires AK-5100) | 769.98 |
| DF-5120 | 3,200 Sheet Finisher (requires AK-5100) | 1,249.97 |
| AK-5100 | Attachment Kit for MT-5100/DF-5110/5120 | 80.00 |
| PF-5120 | 500 Sheet Paper Tray | 224.37 |
| PF-5130 | 500 Sheet Paper Tray x 2 (requires PF-5120 for Installation) | 643.48 |
| PF-5140 | 2000 Sheet Paper Tray (requires PF-5120 for Installation) | 689.98 |
| Stand | Copier Cabinet Stand | 143.00 |
| PH-5100 | Punch Unit for DF-5110 | 334.99 |
| MT-5100 | 5 Bin Mailbox [Requires AK-5100 for Installation] | 499.99 |
| JS-5100 | Job Separator | 102.50 |
| Fax System 10 (X) | Fax Kit | 540.94 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 10] | 150.00 |
| Data Security (E) | Data Security
(Common Criteria/NIAP certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| NK-7110 (B) | Numeric Keypad | 118.20 |
| UG-34 | Optional Printer Emulation | 363.98 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Card Reader Holder 11 | Card Reader Holder | 41.60 |
| MM-16-128 | 128MB FAX Memory Board | 100.00 |
| DT-5100 | Original Hard Copy Holder | 22.50 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0429
 Black & White Base Monthly - \$11.88 includes 1,650 copies
 Excess Black & White Copy Charge - \$0.0072
 *Includes all parts, drum, labor and all consumable items except staples and paper.

TASKalfa 408ci

Color Multifunctional
Printer

WORKGROUP
PRODUCTIVITY....

NEXT LEVEL AND BEYOND.



Keep building your business with the compact and versatile **TASKalfa 408ci Series**. Ideal for small to mid-size businesses, these dynamic multifunction printers grow with you as your needs evolve. You'll appreciate the intuitive 7" Color Touch Screen with tablet-like functionality that makes it easy to find features and interact with business apps. No matter what your needs are and how they change, these intelligent systems have the power to pivot as quickly as you do.

- > Speed: 42/42 B&W/Color Pages Per Minute
- > Functions: Color Multifunctional System – Print/Scan/Copy/Optional Fax
- > Security: Data Security (E) (HDD Overwrite Mode and HDD Data Encryption)
- > Max Monthly Duty Cycle: 150,000 Pages Per Month
- > Resolution: 1200 x 1200 dpi; 9600 x 600 dpi; 600 x 600 dpi

- > Standard/Maximum Paper Capacity: Standard 600 Sheets, Maximum 3,100 Sheets
- > Paper Size: Statement to Legal (5.5" x 8.5" - 8.5" x 14")
- > Paper Weight: Trays/MPT: 16 lb Bond - 120 lb Index (60 – 220gsm)
- > Duplexing: Standard Stackless Duplex, Statement to Legal
- > Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 2 USB Host Interfaces, 2 Expansion Slots; Optional: 10/100/1000BaseTX (IB-50 for Dual NIC); Optional: IEEE 802.11 b/g/n (IB-51 for Wireless LAN Interface)
- > PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- > Fax Modem Speed (Optional): Less than 3 Seconds Per Page/33.6Kbps
- > Fax Memory (Optional): Standard 12 MB





TASKalfa 408ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| TASKalfa 408ci | 42/42 PPM A4 Color MFP | 3,002.00 |
| Accessories | | |
| DP-5100 | Reversing Automatic Document Processor | 708.48 |
| DP-5120 | 100 Sheet DSDP | 838.58 |
| DP-5110 | Dual Scan Document Processor | 899.98 |
| DP-5130 | 270 Sheet DSDP | 1,423.50 |
| DF-5100 | 300 Sheet Internal Finisher | 488.49 |
| DF-5110 | 1,000 Sheet Finisher (requires AK-5100) | 769.98 |
| DF-5120 | 3,200 Sheet Finisher (requires AK-5100) | 1,249.97 |
| AK-5100 | Attachment Kit for MT-5100/DF-5110/5120 | 80.00 |
| PF-5120 | 500 Sheet Paper Tray | 224.37 |
| PF-5130 | 500 Sheet Paper Tray x 2 (requires PF-5120 for Installation) | 643.48 |
| PF-5140 | 2000 Sheet Paper Tray (requires PF-5120 for Installation) | 689.98 |
| Stand | Copier Cabinet Stand | 143.00 |
| PH-5100 | Punch Unit for DF-5110 | 334.99 |
| MT-5100 | 5 Bin Mailbox [Requires AK-5100 for Installation] | 499.99 |
| JS-5100 | Job Separator | 102.50 |
| Fax System 10 (X) | Fax Kit | 540.94 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 10] | 150.00 |
| Data Security (E) | Data Security
(Common Criteria/NIAP certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| NK-7110 (B) | Numeric Keypad | 118.20 |
| UG-34 | Optional Printer Emulation | 363.98 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Card Reader Holder 11 | Card Reader Holder | 41.60 |
| MM-16-128 | 128MB Fax Memory Board | 100.00 |
| DT-5100 | Original Hard Copy Holder | 22.50 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0399
 Black & White Base Monthly - \$10.92 includes 1,850 copies
 Excess Black & White Copy Charge - \$0.0059
 *Includes all parts, drum, labor and all consumable items except staples and paper.

For that moving target called business growth.

Keep building your business with the compact and versatile TASKalfa 508ci Series. Ideal for small to mid-size businesses, these dynamic multifunction printers grow with you as your needs evolve. You'll appreciate the intuitive 7" Color Touch Screen with tablet-like functionality that makes it easy to find features and interact with business apps. No matter what your needs are and how they change, these intelligent systems have the power to pivot as quickly as you do.



| | |
|---|---|
| TASKalfa 508ci Series |  |
| Up to 52 Pages per Minute | |
| Professional Finishing Options | |
| HyPAS-enabled for Solutions & Apps | |
| KYOCERA Net Manager | |












TASKalfa 508ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| TASKalfa 508ci | 52 PPM A4 Color MFP | 3,158.69 |
| Accessories | | |
| DP-5120 | 100 Sheet DSDP | 838.58 |
| DP-5130 | 270 Sheet DSDP | 1,423.50 |
| DF-5100 | 300 Sheet Internal Finisher | 488.49 |
| AK-5100 | Attachment Kit for MT-5100/DF-5110/5120 | 80.00 |
| PF-5120 | 500 Sheet Paper Tray | 224.37 |
| PF-5130 | 500 Sheet Paper Tray x 2 (requires PF-5120 for Installation) | 643.48 |
| PF-5140 | 2000 Sheet Paper Tray (requires PF-5120 for Installation) | 689.98 |
| Stand | Copier Cabinet Stand | 143.00 |
| PH-5100 | Punch Unit for DF-5110 | 334.99 |
| MT-5100 | 5 Bin Mailbox [Requires AK-5100 for Installation] | 499.99 |
| JS-5100 | Job Separator | 102.50 |
| Fax System 10 (X) | Fax Kit | 540.94 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 10] | 150.00 |
| Data Security (E) | Data Security
(Common Criteria/NIAP certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| NK-7110 (B) | Numeric Keypad | 118.20 |
| UG-34 | Optional Printer Emulation | 363.98 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Card Reader Holder 11 | Card Reader Holder | 41.60 |
| MM-16-128 | 128MB Fax Memory Board | 100.00 |
| DT-5100 | Original Hard Copy Holder | 22.50 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0474
 Black & White Base Monthly - \$12.77 includes 1,850 copies
 Excess Black & White Copy Charge - \$0.0069
 *Includes all parts, drum, labor and all consumable items except staples and paper.

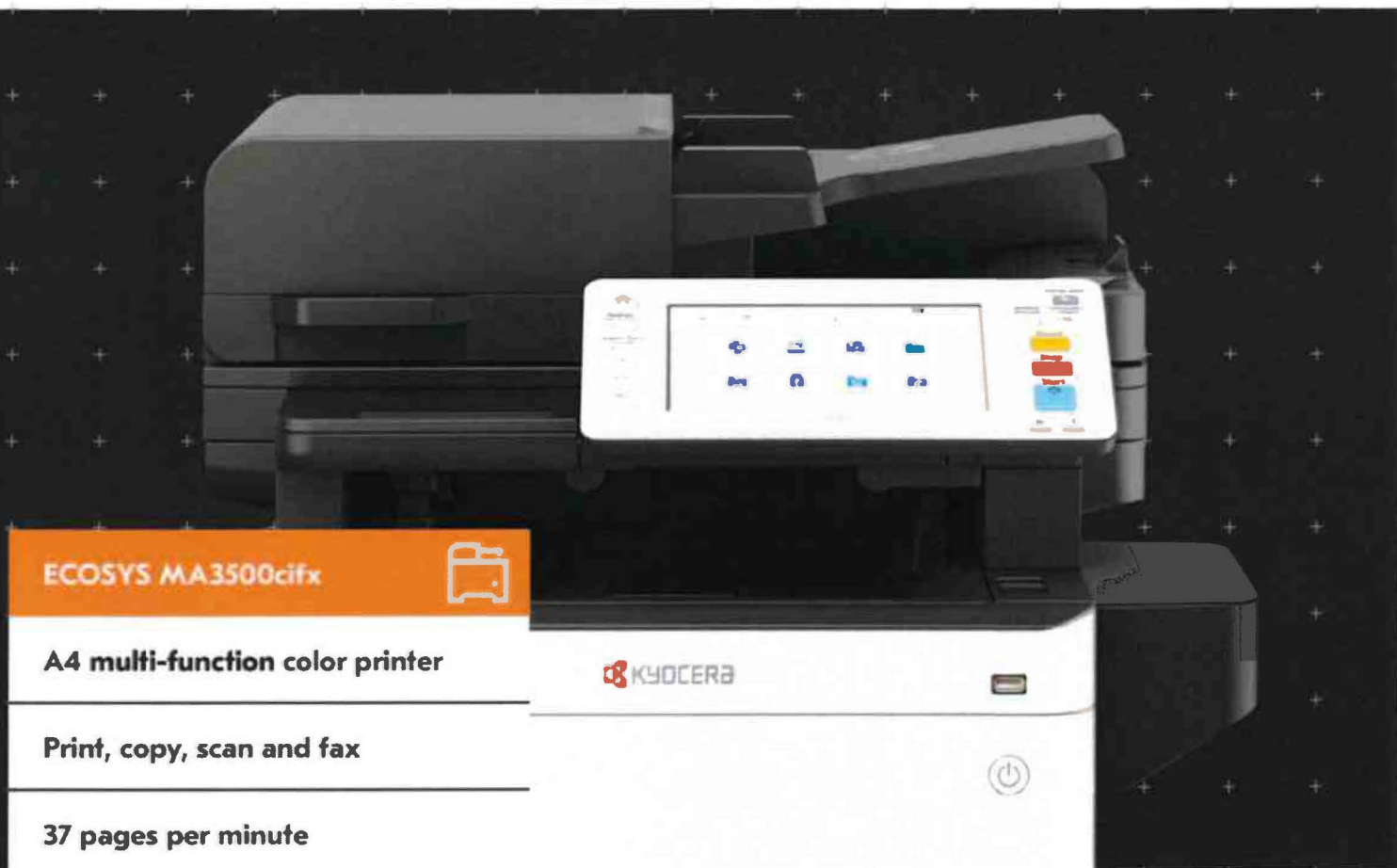
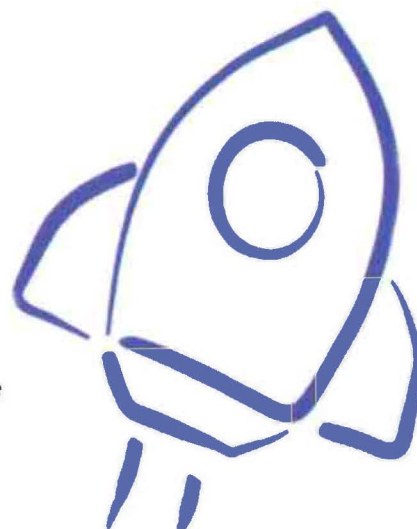


KYOCERA Document Solutions America, Inc.
National Account Sales

<https://usa.kyoceradocumentsolutions.com/>

Elevate your productivity

With rapid print speeds and unmatched reliability, the ECOSYS MA3500cfx is an ideal option for medium to large-sized work groups. Kyocera's 7-inch full-color touch panel creates a smooth user experience and unlocks increased productivity when using this versatile MFP. In addition, HyPAS further optimizes document workflow and enhances data security.





ECOSYS MA3500cifix

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| ECOSYS MA3500cifix | 37 ppm A4 Color MFP 4 in 1 model (Copy, Print, Fax, Color Scan) | 1,485.90 |
| Accessories | | |
| PF-5150 | 550 Sheet Paper Tray, Legal | 301.49 |
| Low Cabinet | Low Cabinet Stand | 161.50 |
| High Cabinet | High Cabinet Stand | 159.50 |
| Caster Units | Castors | 115.50 |
| MS-5100 | Manual Stapler | 132.00 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Data Security (E) | Data Security
(Common Criteria/NIAAP certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Card Reader Holder 12 | Card Reader Attachment Kit | 124.00 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer DIMM Memory (2GB) | 142.99 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| IB-36 | Wireless LAN NIC (Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

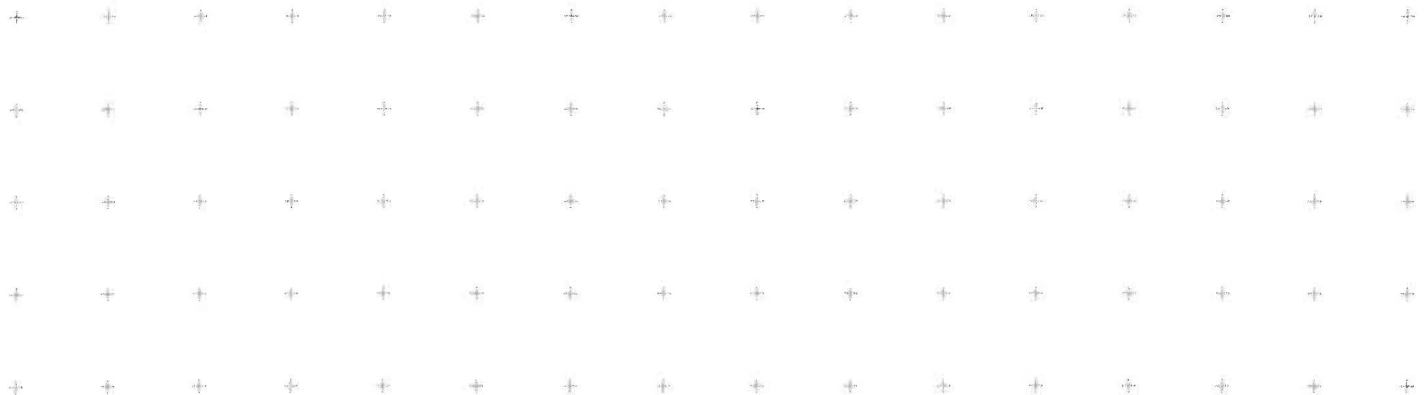
OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0738

Black & White Base Monthly - \$18.38 includes 1,250 copies

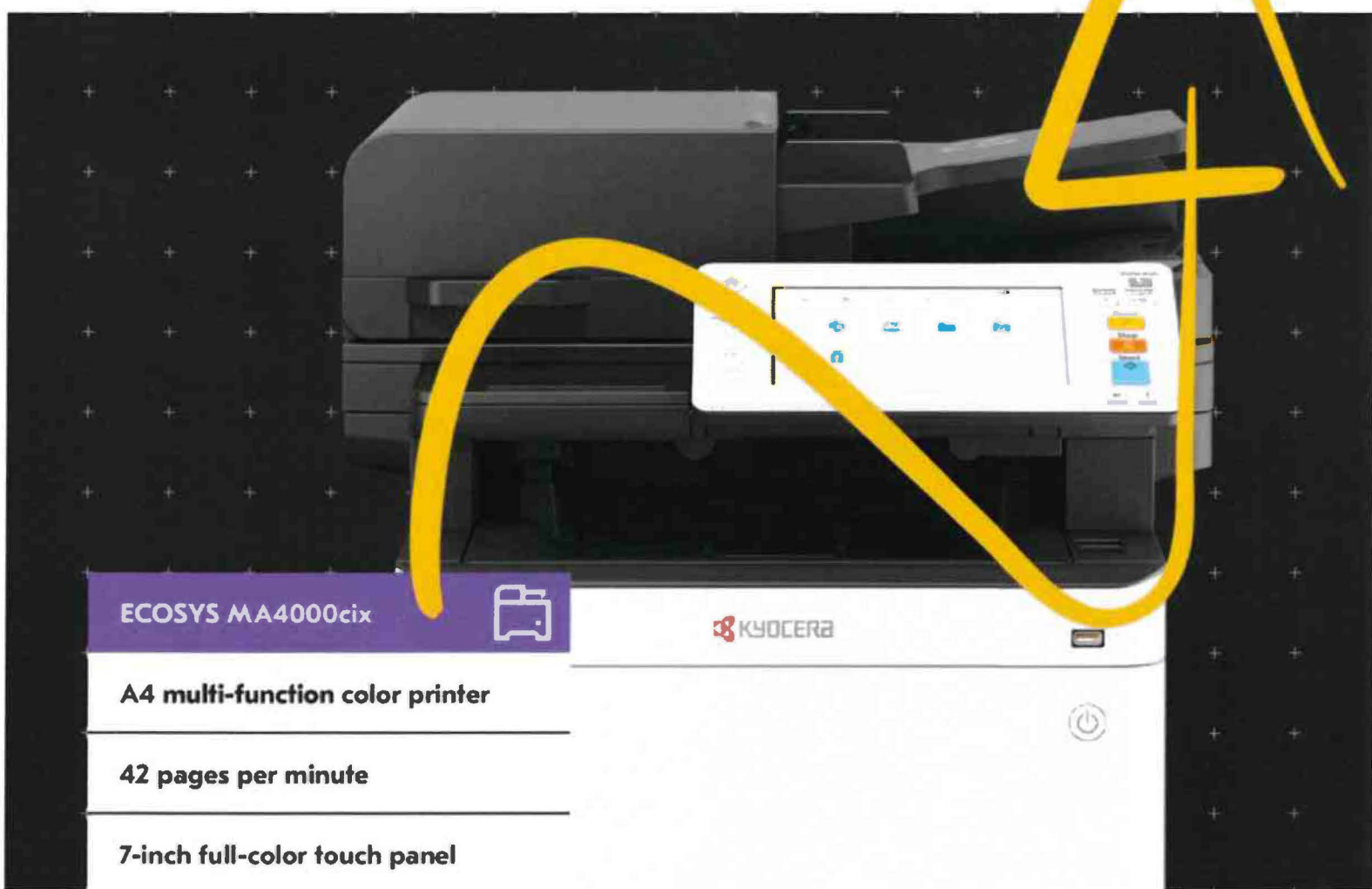
Excess Black & White Copy Charge - \$0.0147

*Includes all parts, drum, labor and all consumable items except staples and paper.



Boost your workflows

This powerful and reliable color device optimizes running costs for medium and large-sized work groups while complying with environmental and data security standards. Users can conveniently perform operations with a user-friendly and simple touch panel that facilitates printing, copying and scanning operations.

**ECOSYS MA4000cix****A4 multi-function color printer****42 pages per minute****7-inch full-color touch panel**



ECOSYS MA4000cix

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| ECOSYS MA4000cix | 42 ppm A4 Color MFP 3 in 1 model (Copy, Print, Color Scan) | 1,698.45 |
| Accessories | | |
| PF-5150 | 550 Sheet Paper Tray, Legal | 301.49 |
| Low Cabinet | Low Cabinet Stand | 161.50 |
| High Cabinet | High Cabinet Stand | 159.50 |
| Caster Units | Casters | 115.50 |
| MS-5100 | Manual Stapler | 132.00 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Data Security (E) | Data Security
(Common Criteria/NIAP certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Card Reader Holder 12 | Card Reader Attachment Kit | 124.00 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer DIMM Memory (2GB) | 142.99 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| IB-36 | Wireless LAN NIC (Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0738

Black & White Base Monthly - \$29.40 includes 2,000 copies

Excess Black & White Copy Charge - \$0.0147

*Includes all parts, drum, labor and all consumable items except staples and paper.



KYOCERA Document Solutions America, Inc.
National Account Sales
<https://usa.kyoceradocumentsolutions.com/>

Skyrocket your efficiency

This ECOSYS MA4000cifx is an all-in-one color solution for medium and large-sized work groups, offering everything from double-sided print to copying, scanning, and faxing. Our open solution platform, HyPAS, enables powerful customizations for specific tasks while the Dual Scan Document Processor feeder ensures problem-free and rapid scanning.



ECOSYS MA4000cifx



A4 multi-function color printer

42 pages per minute

Compact design





ECOSYS MA400cfx

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| ECOSYS MA400cfx | 37 ppm A4 Color MFP 4 in 1 model (Copy, Print, Fax, Color Scan) | 1,981.49 |
| Accessories | | |
| PF-5150 | 550 Sheet Paper Tray, Legal | 301.49 |
| Low Cabinet | Low Cabinet Stand | 161.50 |
| High Cabinet | High Cabinet Stand | 159.50 |
| Caster Units | Casters | 115.50 |
| MS-5100 | Manual Stapler | 132.00 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Data Security (E) | Data Security
(Common Criteria/NIAP certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Card Reader Holder 12 | Card Reader Attachment Kit | 124.00 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer DIMM Memory (2GB) | 142.99 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| IB-36 | Wireless LAN NIC (Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

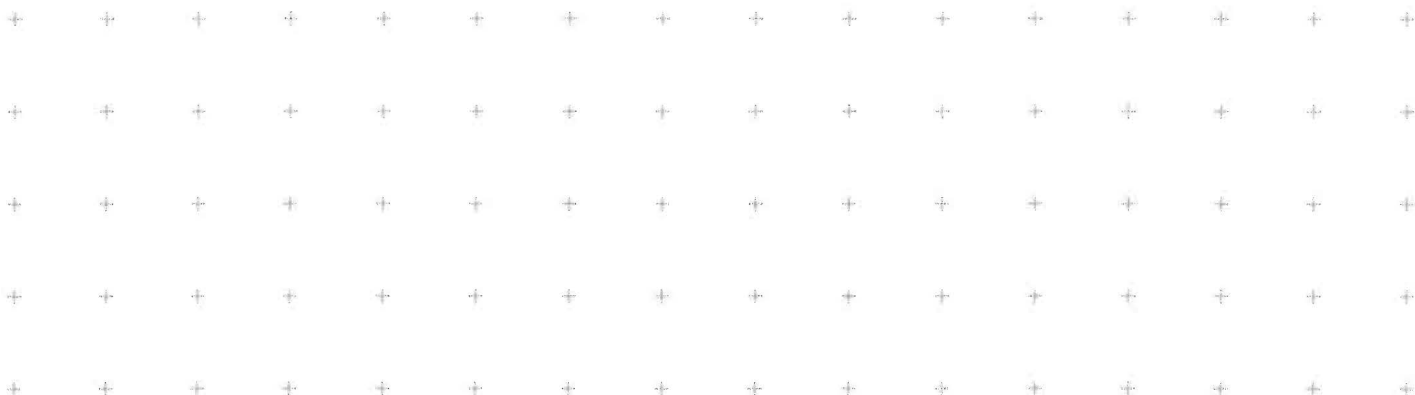
OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0700

Black & White Base Monthly - \$25.40 includes 2,000 copies

Excess Black & White Copy Charge - \$0.0127

*Includes all parts, drum, labor and all consumable items except staples and paper.



Maximize your performance

The TASKalfa MA4500ci combines rapid print speeds with smooth device operation to empower users to print with optimized security and efficiency. Built with Kyocera's trademark long-life components, this device is assured to bring your business success today, tomorrow, and long into the future.



TASKalfa MA4500ci 

A4 color and b/w printer

47 pages per minute

Exceptionally low running costs

Optional Wi-Fi Direct functionality





TASKalfa MA4500ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa MA4500ci | 47 ppm A4 Color MFP 4 in 1 model (Copy, Print, Fax, Color Scan) | 3,240.25 |
| Accessories | | |
| PF-5150 | 550 Sheet Paper Tray, Legal | 301.49 |
| Low Cabinet | Low Cabinet Stand | 161.50 |
| High Cabinet | High Cabinet Stand | 159.50 |
| Caster Units | Casters | 115.50 |
| MS-5100 | Manual Stapler | 132.00 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Data Security (E) | Data Security
(Common Criteria/NIAIP certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Card Reader Holder 12 | Card Reader Attachment Kit | 124.00 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer DIMM Memory (2GB) | 142.99 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| IB-36 | Wireless LAN NIC (Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0683

Black & White Base Monthly - \$25.40 includes 2,500 copies

Excess Black & White Copy Charge - \$0.0113

*Includes all parts, drum, labor and all consumable items except staples and paper.



› PRINT › COPY › SCAN › FAX

ECOSYS M5526cdw

COLOR MULTIFUNCTIONAL
PRINTER

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



GOOD DESIGN
AWARD 2016

The compact **ECOSYS M5526cdw** offers exceptional four-in-one convenience and unmatched economy as a versatile desktop color printer, copier, scanner and monochrome fax. Designed to support the demands of today's mobile workforce, the network-/wireless-ready ECOSYS M5526cdw delivers professional color and crisp black-and-white output at up to 27 pages per minute. And with intuitive walk-up operation and software tools, this flexible system enables users to create, access, store and share information faster than ever before—whether in the office or on the go.

- › Fast Output Speed at up to 27 Pages per Minute in Black and Color
- › Standard Color Print, Copy, Scan and Black and White Fax
- › User-friendly 4.3" Color Touch Screen Control Panel

- › Standard 50-sheet Dual Scan Document Processor for Quick Scanning of 2-sided Originals
- › Standard Duplex Printing to Reduce Paper Consumption
- › Wide Media Support and Paper Sizes up to 8.5" x 14"
- › High-speed Gigabit Ethernet Interface Optimizes Network Efficiency
- › USB Host Interface Supports On-the-Go Printing and Scanning
- › Standard Wireless Printing and Wi-Fi Direct
- › Apple AirPrint®, Google Cloud Print™, KYOCERA Mobile Print and Mopria® Compatible for a Mobile Printing Solution
- › ECOSYS Long Life Consumables for Low Cost-per-Print and Minimal Waste





ECOSYS M5526cdw

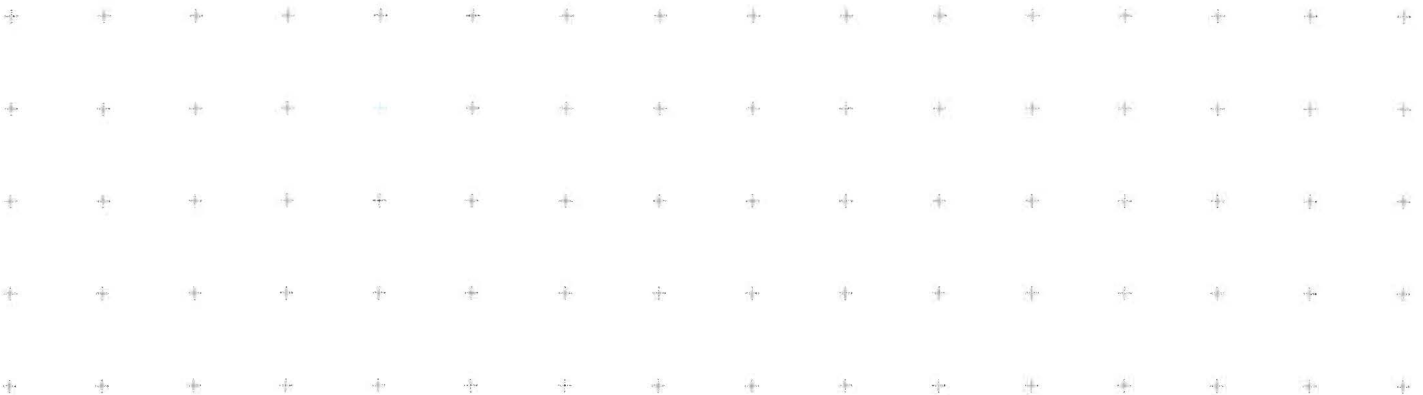
Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| ECOSYS M5526cdw | 27/27 ppm A4 Color MFP
With STD Wireless capability 4 in 1 model
(Copy, Print, FAX, Scan) | 572.70 |
| Accessories | | |
| PF-5110 | 250 Sheet Paper Drawer (Max 1 unit) | 65.00 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| SD-512MB-For-M55-Series | Printer DIMM Memory (512MB) | 78.65 |
| SD-1GB-For-M55-Series | Printer DIMM Memory (1GB) | 103.34 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.1300
Black & White Base Monthly - \$24.68 includes 1,050 copies
Excess Black & White Copy Charge - \$0.0235
*Includes all parts, drum, labor and all consumable items except staples and paper.





› PRINT › COPY › SCAN › FAX

ECOSYS M8124cidn

COLOR MULTIFUNCTIONAL
SYSTEM

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



The **ECOSYS M8124cidn** brings color and high-level functionality to businesses that demand superior performance in a cost-effective, small footprint MFP. Designed with Kyocera's award-winning, advanced ECOSYS technology, it offers print speeds up to 24 pages per minute and flexible paper sizes up to 11" x 17" in a device that is reliable, durable and eco-friendly. Optional business applications can further enhance the MFP's capabilities, enabling it to scale to your unique needs. It's a solid and dependable partner for businesses who refuse to settle for simply ordinary.

- › Up to 24 Pages Per Minute in Color
- › Easy-to-Use 4.3" Color Touch Screen Interface
- › HyPAS Capable to Run Kyocera Business Applications
- › Exceptional Print Quality up to 1200 x 1200 dpi*

- › Paper Capacity up to 1,600 Sheets
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Apple AirPrint®, Google Cloud Print™, Mopria® and KYOCERA Mobile Print Compatible for Anytime, Anywhere Connectivity
- › Standard Near Field Communication (NFC) for Android and Wi-Fi Direct Provides Added Smart Device Convenience
- › Easy to Install and Operate
- › Minimal Service Intervention Required
- › KYOCERA Fleet Services, a Secure Cloud-Based Monitoring System, Optimizes Device Uptime and Reduces Costs

*At reduced speed





ECOSYS M8124cidn

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| ECOSYS M8124cidn | 24/24 PPM A3 Color MFP
with Document Processor, Duplex Unit, Print and Color Scan.
(HD or SDHC required in order to use HyPAS Applications) | 2,001.72 |
| Accessories | | |
| DF-470 | 500 Sheets Document Finisher (requires AK-470) | 355.08 |
| AK-470 | Bridge unit for installation of DF-470 | 35.55 |
| PF-470 | 500 Sheets Paper Feeder | 247.07 |
| PF-471 | 500 Sheets x 2 Paper Feeder | 368.58 |
| Copier Stand | Stand for C8520MFP/C8525MFP | 112.06 |
| FAX System 13 | Fax Board | 233.57 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer DIMM Memory (2GB) | 142.99 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

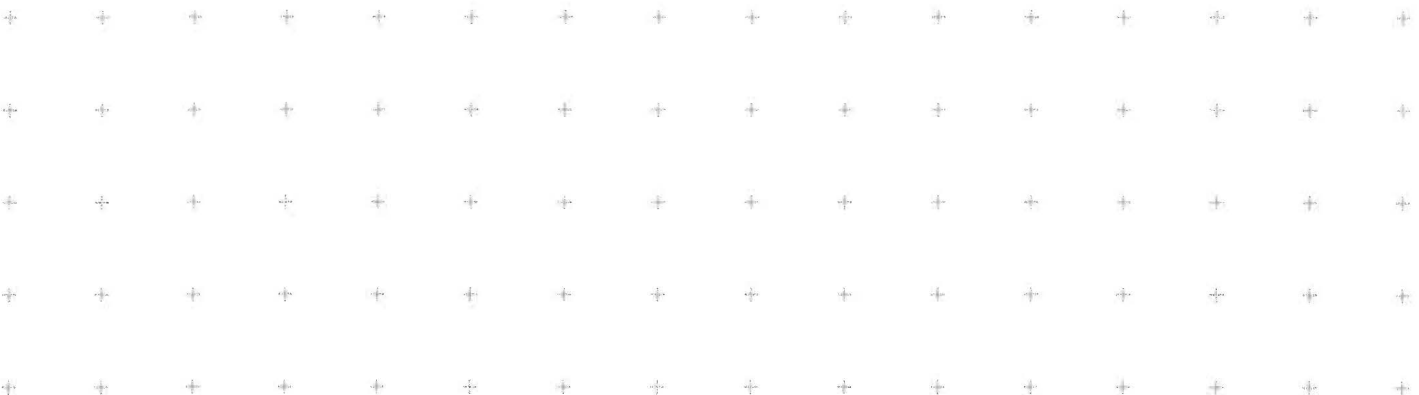
OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0700

Black & White Base Monthly - 6.48 includes 675 copies

Excess Black & White Copy Charge - \$0.0096

*Includes all parts, drum, labor and all consumable items except staples and paper.





› PRINT › COPY › SCAN › FAX

ECOSYS M8130cidn

COLOR MULTIFUNCTIONAL
SYSTEM



ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



Exceptional business color and superior functionality with a low total cost of ownership. That's the **ECOSYS M8130cidn** from Kyocera. Designed with Kyocera's advanced award-winning ECOSYS technology, it prints up to 30 pages per minute with flexible paper sizes up to 11" x 17". Out-of-the-box performance can be further enhanced by optional finishing and advanced business applications, enabling the device to scale to your unique needs. Satisfying your most critical document imaging demands while streamlining daily business processes in a surprisingly compact footprint, it's the smart choice for eco-friendly, cost-conscious offices!

- › Up to 30 Pages Per Minute in Color
- › Easy-to-Use 7" Color Touch Screen Interface
- › HyPAS Capable to Run Kyocera Business Applications
- › Exceptional Print Quality up to 1200 x 1200 dpi*
- › Paper Capacity up to 1,600 Sheets

- › Optional 500-Sheet Finisher that Supports Stapling for Professional Looking Output
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Apple AirPrint®, Google Cloud Print™, Mopria® and KYOCERA Mobile Print Compatible for Anytime, Anywhere Connectivity
- › Standard Near Field Communication (NFC) for Android and Wi-Fi Direct Provides Added Smart Device Convenience
- › Easy to Install and Operate
- › Minimal Service Intervention Required
- › KYOCERA Fleet Services, a Secure Cloud-Based Monitoring System, Optimizes Device Uptime and Reduces Costs

*At reduced speed





ECOSYS M8130cidn

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| ECOSYS M8130cidn | 30/30 PPM A3 Color MFP
with Document Processor, Duplex Unit, Print and Color Scan.
(HD or SDHC required in order to use HyPAS Applications) | 2,312.52 |
| Accessories | | |
| DF-470 | 500 Sheets Document Finisher (requires AK-470) | 355.08 |
| AK-470 | Bridge unit for installation of DF-470 | 35.55 |
| PF-470 | 500 Sheets Paper Feeder | 247.07 |
| PF-471 | 500 Sheets x 2 Paper Feeder | 368.58 |
| Copier Stand | Stand for C8520MFP/C8525MFP | 112.06 |
| FAX System 13 | Fax Board | 233.57 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer DIMM Memory (2GB) | 142.99 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

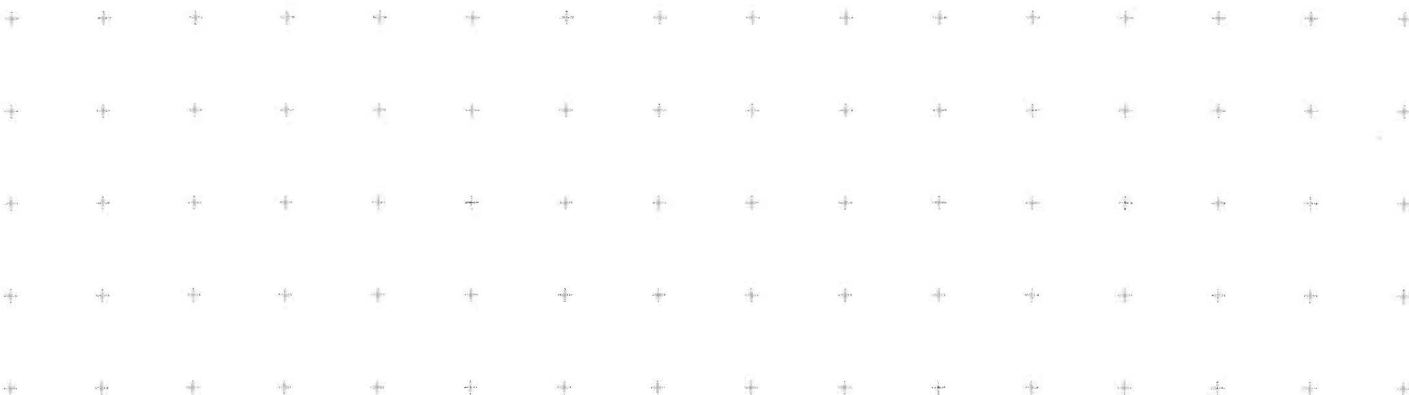
OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0700

Black & White Base Monthly - 9.30 includes 1,000 copies

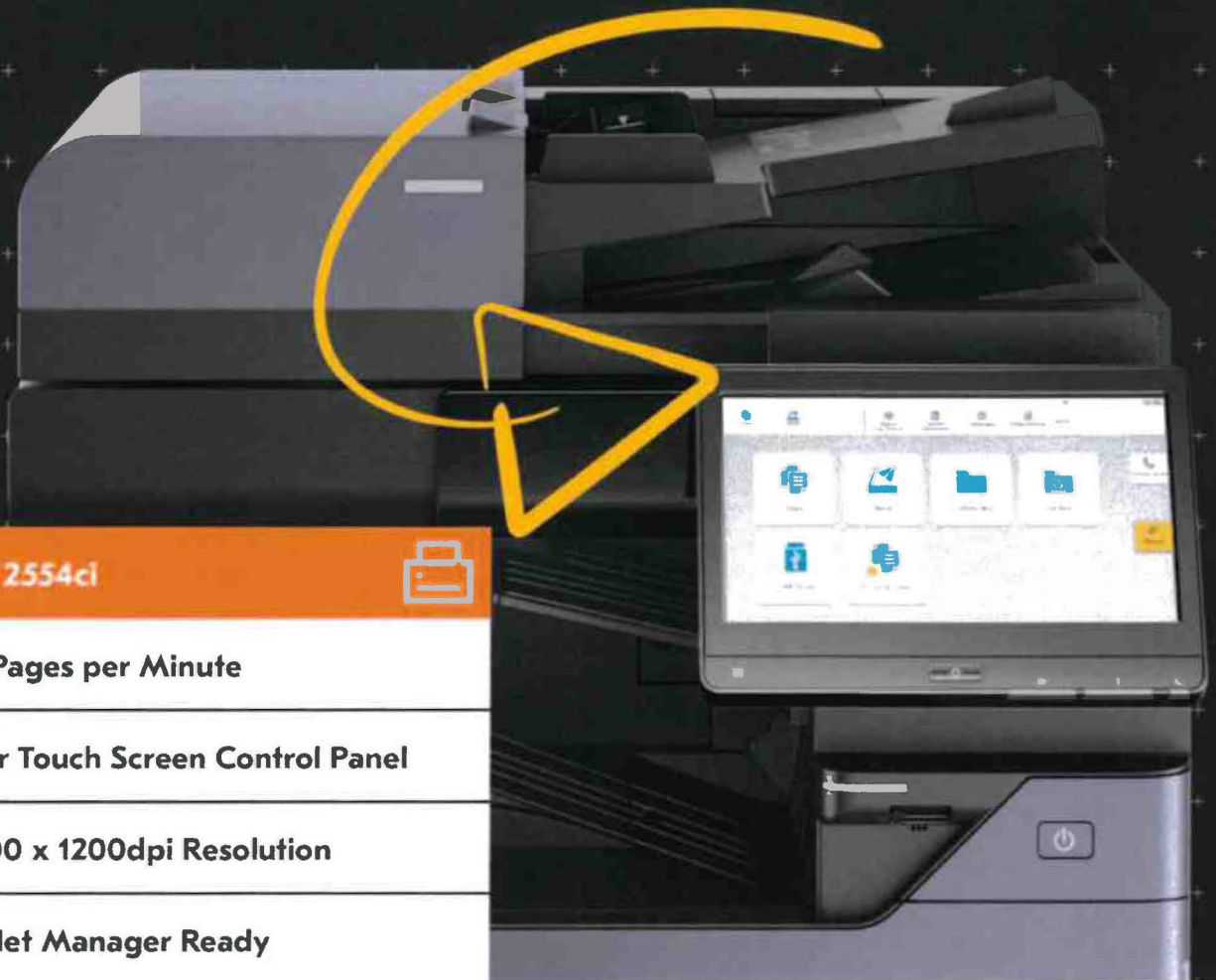
Excess Black & White Copy Charge - \$0.0093

*Includes all parts, drum, labor and all consumable items except staples and paper.



The Latest Evolution in Workplace Printing

The Kyocera Evolution Series combines reliable and secure technology with the latest innovation to provide your workplace with a flexible multifunctional printer ready for the challenges of the modern world. Protect your data and count on a device you can rely on for high-quality printing, copying and scanning whenever you need it.



TASKalfa 2554ci



Up to 25 Pages per Minute

10.1" Color Touch Screen Control Panel

Up to 4800 x 1200dpi Resolution

Kyocera Net Manager Ready





TASKalfa 2554ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

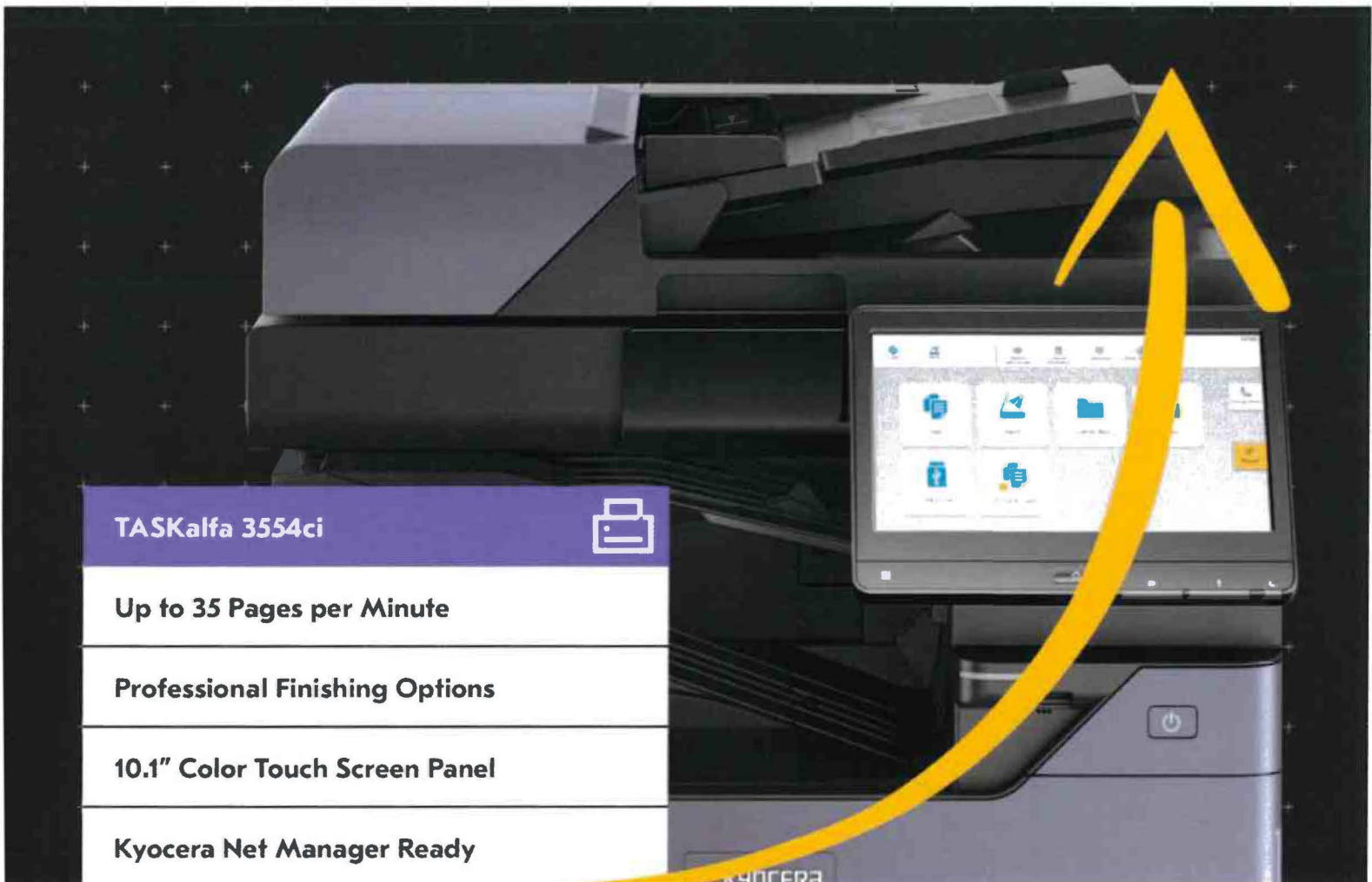
| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 2554ci | 25/25 PPM A3 Color MFP | 3,047.00 |
| Accessories | | |
| DP-7140 | 50 Sheet Reversing Automatic Document Processor | 553.00 |
| DP-7150 | 140 Sheet Reversing Automatic Document Processor | 693.00 |
| DP-7160 | 320 Sheet DSDP with Multi-Feed sensor | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| DF-7100 | 500 Sheet Internal Finisher | 628.25 |
| DF-7120 | 1,000 Sheet Finisher | 693.06 |
| DF-7140 | 4,000 Sheet Finisher (65 Sheet Staple) | 1,219.00 |
| DF-7150 | 4,000 Sheet Finisher (100 Sheet Staple) | 2,164.00 |
| AK-7110 | Attachment Kit for DF-7120 / DF-7110 | 72.01 |
| PF-7140 | Dual 500 Sheet Paper Trays | 628.00 |
| PF-7150 | Dual 1,500 Sheet Paper Trays - Letter | 674.00 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Stand | Copier Cabinet Stand | 161.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 51.00 |
| PH-7100 | Hole Punch Unit for DF-7100 | 301.53 |
| PH-7A | Hole Punch Unit for DF-7110/7120 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| JS-7100 | Job Separator | 92.26 |
| JS-7110 | Inner Shift Tray | 184.00 |
| IS-7100 | Insert Unit (for the 60/70 ppm systems only) | 1,893.00 |
| ZF-7100 | Z-Fold Unit (for the 60/70 ppm systems only) | 5,020.00 |
| AK-7120 | Attachment Kit for the ZF-7100 | 89.00 |
| Fax System 12 | Fax Board | 519.80 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security Kit 10 | Enhancement option that helps provide the encryption function for IPsec, one of the certification requirements for HCD-PP and FIPS 140-2 for communication | 243.00 |
| Banner Guide(A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| HD-16 | Large Capacity HDD (1TB) | 991.00 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with NetGard) | 306.13 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Platen Cover Type E | Platen Cover | 52.65 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0580
Black & White Base Monthly - 18.20 includes 2,000 copies
Excess Black & White Copy Charge - \$0.0091
*Includes all parts, drum, labor and all consumable items except staples and paper.

Evolve Printing in Your Workplace

The Kyocera Evolution Series has arrived to provide your workplace with the latest technology required to keep your data safe while optimizing workflows. With an easy-to-use control panel and innovative security enhancements, you can rely on the Kyocera Evolution Series for high-quality printing, copying and scanning.



TASKalfa 3554ci 

Up to 35 Pages per Minute

Professional Finishing Options

10.1" Color Touch Screen Panel

Kyocera Net Manager Ready



TASKalfa 3554ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 3554ci | 35/35 PPM A3 Color MFP | 3,087.00 |
| Accessories | | |
| DP-7150 | 140 Sheet Reversing Automatic Document Processor | 693.00 |
| DP-7160 | 320 Sheet DSDP with Multi-Feed sensor | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| DF-7100 | 500 Sheet Internal Finisher | 628.25 |
| DF-7120 | 1,000 Sheet Finisher | 693.06 |
| DF-7140 | 4,000 Sheet Finisher (65 Sheet Staple) | 1,219.00 |
| DF-7150 | 4,000 Sheet Finisher (100 Sheet Staple) | 2,164.00 |
| AK-7110 | Attachment Kit for DF-7120 / DF-7110 | 72.01 |
| PF-7140 | Dual 500 Sheet Paper Trays | 628.00 |
| PF-7150 | Dual 1,500 Sheet Paper Trays - Letter | 674.00 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Stand | Copier Cabinet Stand | 161.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 51.00 |
| PH-7100 | Hole Punch Unit for DF-7100 | 301.53 |
| PH-7A | Hole Punch Unit for DF-7110/7120 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| JS-7100 | Job Separator | 92.26 |
| JS-7110 | Inner Shift Tray | 184.00 |
| IS-7100 | Insert Unit (for the 60/70 ppm systems only) | 1,893.00 |
| ZF-7100 | Z-Fold Unit (for the 60/70 ppm systems only) | 5,020.00 |
| AK-7120 | Attachment Kit for the ZF-7100 | 89.00 |
| Fax System 12 | Fax Board | 519.80 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security Kit 10 | Enhancement option that helps provide the encryption function for IPsec, one of the certification requirements for HCD-PP and FIPS 140-2 for communication | 243.00 |
| Banner Guide(A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| HD-16 | Large Capacity HDD (1TB) | 991.00 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with NetGard) | 306.13 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Platen Cover Type E | Platen Cover | 52.65 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

EFI FIERI Controller information on page 88.

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0490

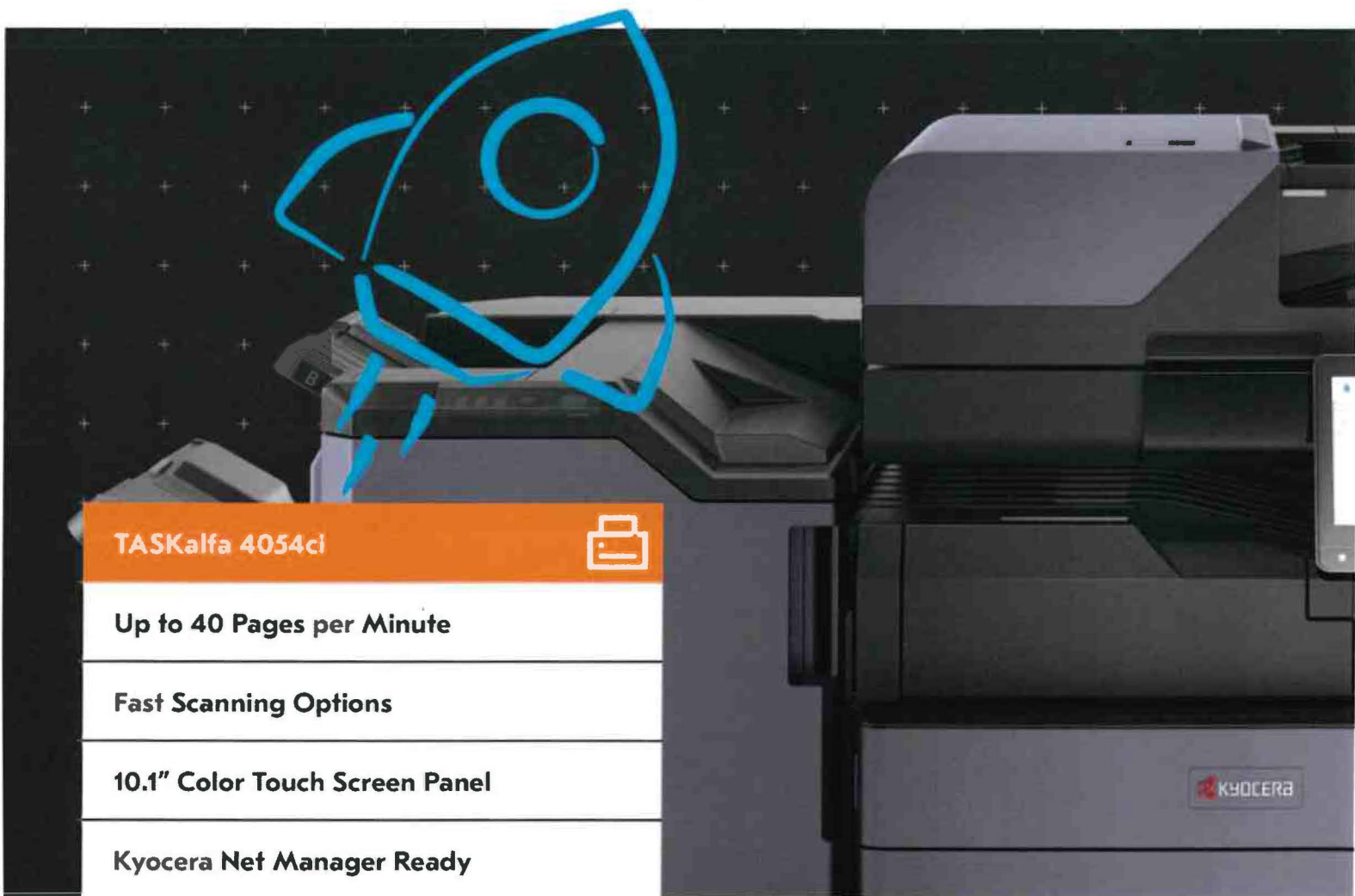
Black & White Base Monthly - 21.25 includes 2,500 copies

Excess Black & White Copy Charge - \$0.0085

*Includes all parts, drum, labor and all consumable items except staples and paper.

Your Workplace Evolution, in Color

The Kyocera Evolution Series continues to grow with the addition of a new range of high-impact color A3 MFPs. These robust devices boast industry-leading technology and security, along with outstanding print and scan speeds, to ensure impeccable quality output every single time. Join the Evolution today and add a new dimension to your business.



| | |
|---------------------------------------|---|
| TASKalfa 4054ci |  |
| Up to 40 Pages per Minute | |
| Fast Scanning Options | |
| 10.1" Color Touch Screen Panel | |
| Kyocera Net Manager Ready | |





TASKalfa 4054ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

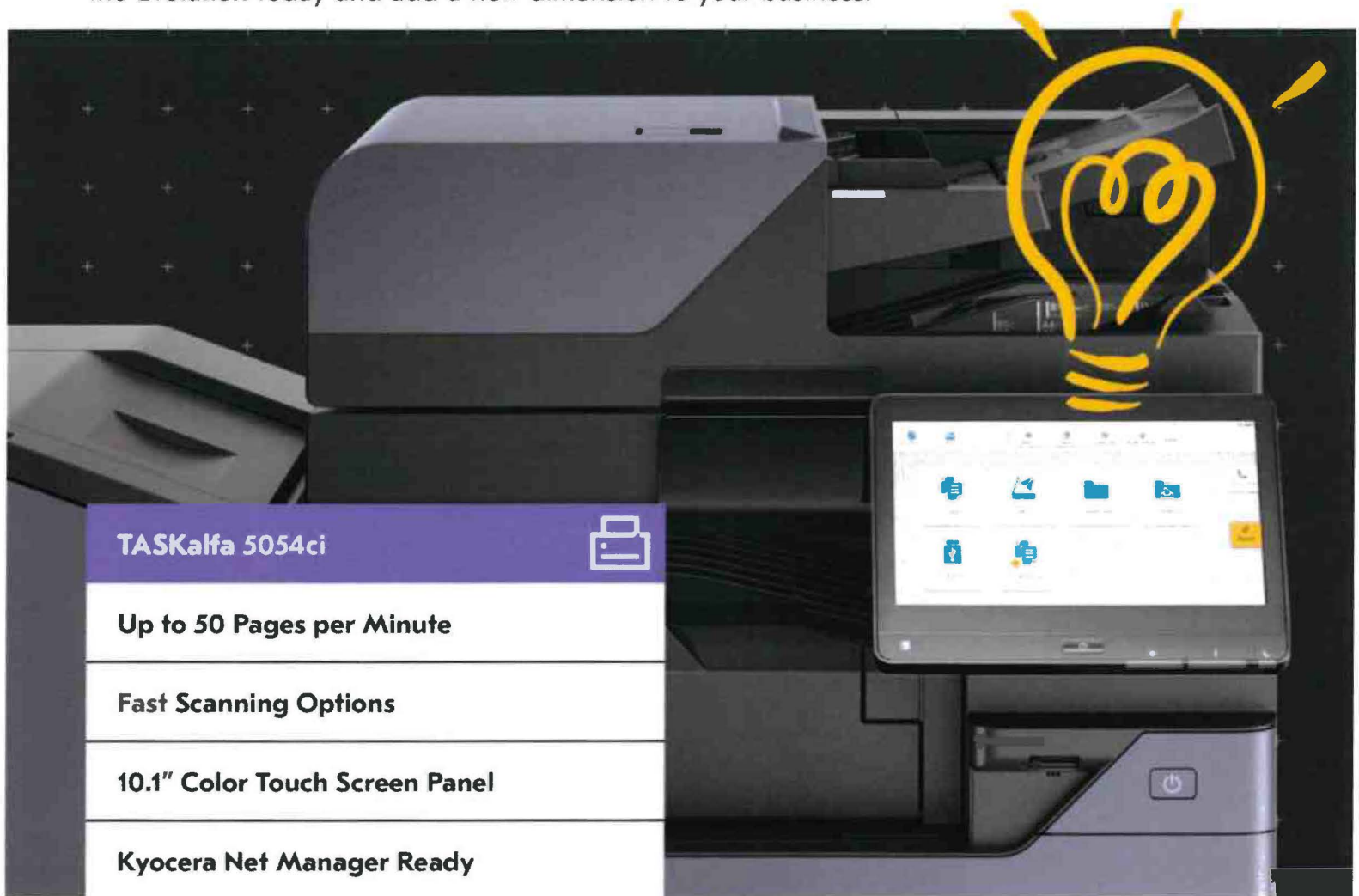
| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 4054ci | 40/40 PPM A3 Color MFP | 4,173.00 |
| Accessories | | |
| DP-7150 | 140 Sheet Reversing Automatic Document Processor | 693.00 |
| DP-7160 | 320 Sheet DSDP with Multi-Feed sensor | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| DF-7100 | 500 Sheet Internal Finisher | 628.25 |
| DF-7120 | 1,000 Sheet Finisher | 693.06 |
| DF-7140 | 4,000 Sheet Finisher (65 Sheet Staple) | 1,219.00 |
| DF-7150 | 4,000 Sheet Finisher (100 Sheet Staple) | 2,164.00 |
| AK-7110 | Attachment Kit for DF-7120 / DF-7110 | 72.01 |
| PF-7140 | Dual 500 Sheet Paper Trays | 628.00 |
| PF-7150 | Dual 1,500 Sheet Paper Trays - Letter | 674.00 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Stand | Copier Cabinet Stand | 161.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 51.00 |
| PH-7100 | Hole Punch Unit for DF-7100 | 301.53 |
| PH-7A | Hole Punch Unit for DF-7110/7120 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| JS-7100 | Job Separator | 92.26 |
| JS-7110 | Inner Shift Tray | 184.00 |
| IS-7100 | Insert Unit (for the 60/70 ppm systems only) | 1,893.00 |
| ZF-7100 | Z-Fold Unit (for the 60/70 ppm systems only) | 5,020.00 |
| AK-7120 | Attachment Kit for the ZF-7100 | 89.00 |
| Fax System 12 | Fax Board | 519.80 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security Kit 10 | Enhancement option that helps provide the encryption function for IPsec, one of the certification requirements for HCD-PP and FIPS 140-2 for communication | 243.00 |
| Banner Guide(A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| HD-16 | Large Capacity HDD (1TB) | 991.00 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with NetGard) | 306.13 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Platen Cover Type E | Platen Cover | 52.65 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0490
Black & White Base Monthly - 23.00 includes 2,500 copies
Excess Black & White Copy Charge - \$0.0092
*Includes all parts, drum, labor and all consumable items except staples and paper.

Your Workplace Evolution, in Color

The Kyocera Evolution Series continues to grow with the addition of a new range of high-impact color A3 MFPs. These robust devices boast industry-leading technology and security, along with outstanding print and scan speeds, to ensure impeccable quality output every single time. Join the Evolution today and add a new dimension to your business.



| | |
|---------------------------------------|---|
| TASKalfa 5054ci |  |
| Up to 50 Pages per Minute | |
| Fast Scanning Options | |
| 10.1" Color Touch Screen Panel | |
| Kyocera Net Manager Ready | |



TASKalfa 5054ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

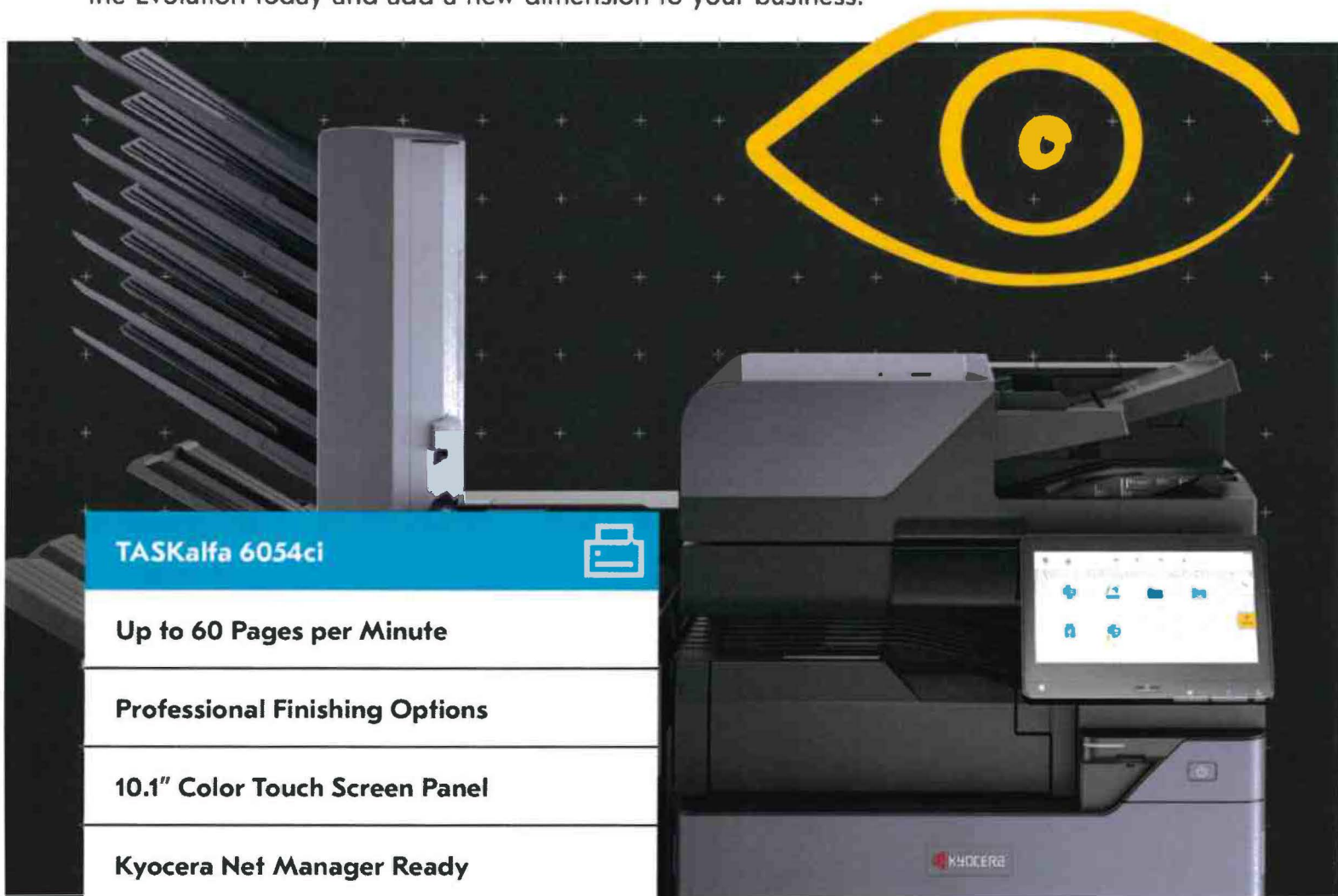
| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 5054ci | 50/50 PPM A3 Color MFP | 4,578.00 |
| Accessories | | |
| DP-7150 | 140 Sheet Reversing Automatic Document Processor | 693.00 |
| DP-7160 | 320 Sheet DSDP with Multi-Feed sensor | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| DF-7100 | 500 Sheet Internal Finisher | 628.25 |
| DF-7120 | 1,000 Sheet Finisher | 693.06 |
| DF-7140 | 4,000 Sheet Finisher (65 Sheet Staple) | 1,219.00 |
| DF-7150 | 4,000 Sheet Finisher (100 Sheet Staple) | 2,164.00 |
| AK-7110 | Attachment Kit for DF-7120 / DF-7110 | 72.01 |
| PF-7140 | Dual 500 Sheet Paper Trays | 628.00 |
| PF-7150 | Dual 1,500 Sheet Paper Trays - Letter | 674.00 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Stand | Copier Cabinet Stand | 161.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 51.00 |
| PH-7100 | Hole Punch Unit for DF-7100 | 301.53 |
| PH-7A | Hole Punch Unit for DF-7110/7120 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| JS-7100 | Job Separator | 92.26 |
| JS-7110 | Inner Shift Tray | 184.00 |
| IS-7100 | Insert Unit (for the 60/70 ppm systems only) | 1,893.00 |
| ZF-7100 | Z-Fold Unit (for the 60/70 ppm systems only) | 5,020.00 |
| AK-7120 | Attachment Kit for the ZF-7100 | 89.00 |
| Fax System 12 | Fax Board | 519.80 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security Kit 10 | Enhancement option that helps provide the encryption function for IPsec, one of the certification requirements for HCD-PP and FIPS 140-2 for communication | 243.00 |
| Banner Guide(A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| HD-16 | Large Capacity HDD (1TB) | 991.00 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with NetGard) | 306.13 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Platen Cover Type E | Platen Cover | 52.65 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0455
Black & White Base Monthly - 30.80 includes 3,500 copies
Excess Black & White Copy Charge - \$0.0088
*Includes all parts, drum, labor and all consumable items except staples and paper.

Your Workplace Evolution, in Color

The Kyocera Evolution Series continues to grow with the addition of a new range of high-impact color A3 MFPs. These robust devices boast industry-leading technology and security, along with outstanding print and scan speeds, to ensure impeccable quality output every single time. Join the Evolution today and add a new dimension to your business.



| | |
|---------------------------------------|---|
| TASKalfa 6054ci |  |
| Up to 60 Pages per Minute | |
| Professional Finishing Options | |
| 10.1" Color Touch Screen Panel | |
| Kyocera Net Manager Ready | |



TASKalfa 6054ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 6054ci | 60/55 PPM A3 Color MFP | 5,805.00 |
| Accessories | | |
| DP-7150 | 140 Sheet Reversing Automatic Document Processor | 693.00 |
| DP-7160 | 320 Sheet DSDP with Multi-Feed sensor | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| DF-7100 | 500 Sheet Internal Finisher | 628.25 |
| DF-7120 | 1,000 Sheet Finisher | 693.06 |
| DF-7140 | 4,000 Sheet Finisher (65 Sheet Staple) | 1,219.00 |
| DF-7150 | 4,000 Sheet Finisher (100 Sheet Staple) | 2,164.00 |
| AK-7110 | Attachment Kit for DF-7120 / DF-7110 | 72.01 |
| PF-7140 | Dual 500 Sheet Paper Trays | 628.00 |
| PF-7150 | Dual 1,500 Sheet Paper Trays - Letter | 674.00 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Stand | Copier Cabinet Stand | 161.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 51.00 |
| PH-7100 | Hole Punch Unit for DF-7100 | 301.53 |
| PH-7A | Hole Punch Unit for DF-7110/7120 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| JS-7100 | Job Separator | 92.26 |
| JS-7110 | Inner Shift Tray | 184.00 |
| IS-7100 | Insert Unit (for the 60/70 ppm systems only) | 1,893.00 |
| ZF-7100 | Z-Fold Unit (for the 60/70 ppm systems only) | 5,020.00 |
| AK-7120 | Attachment Kit for the ZF-7100 | 89.00 |
| Fax System 12 | Fax Board | 519.80 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security Kit 10 | Enhancement option that helps provide the encryption function for IPsec, one of the certification requirements for HCD-PP and FIPS 140-2 for communication | 243.00 |
| Banner Guide(A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| HD-16 | Large Capacity HDD (1TB) | 991.00 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with NetGard) | 306.13 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Platen Cover Type E | Platen Cover | 52.65 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0455
Black & White Base Monthly - 34.00 includes 4,000 copies
Excess Black & White Copy Charge - \$0.0085

*Includes all parts, drum, labor and all consumable items except staples and paper.

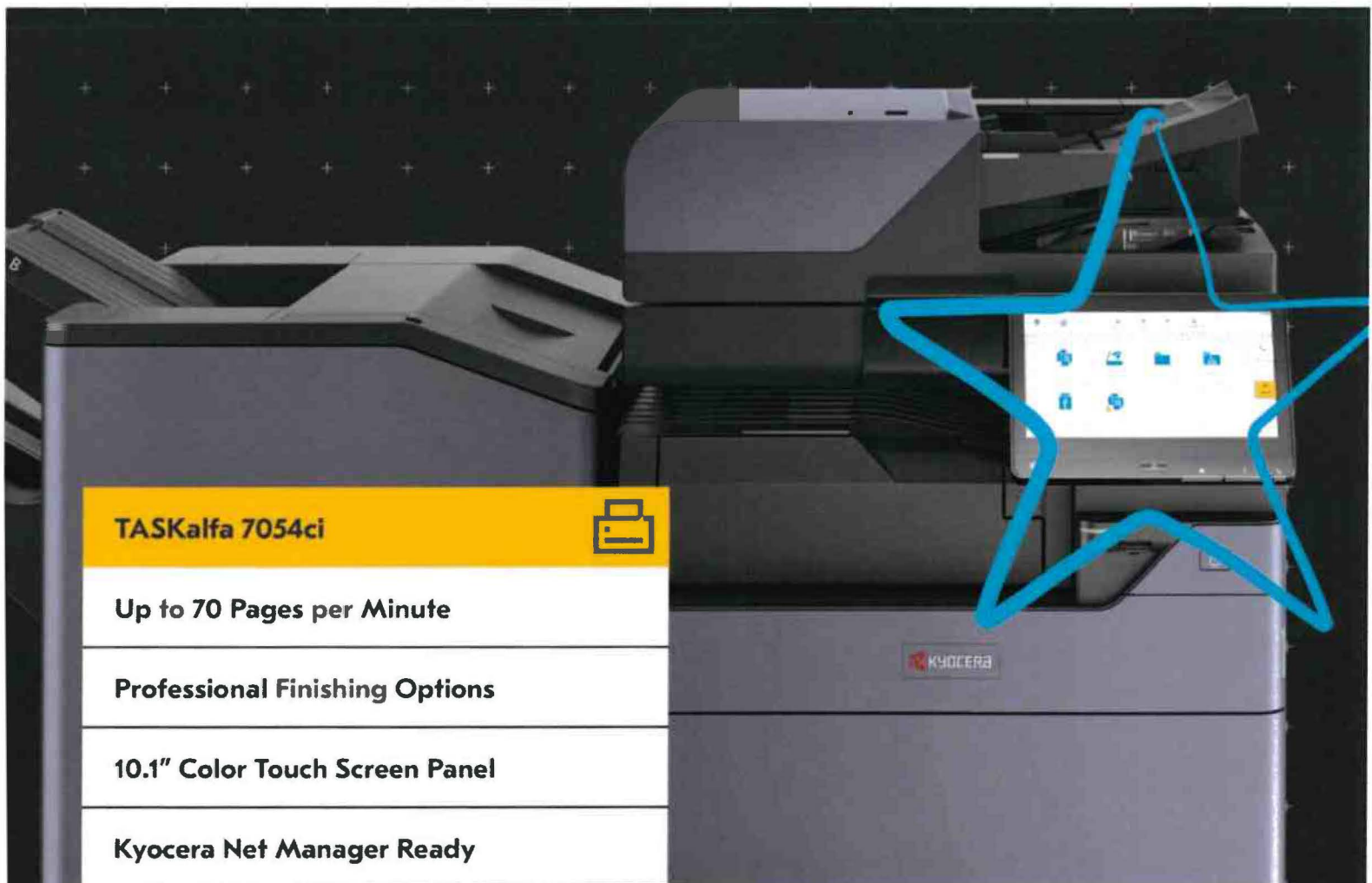


KYOCERA Document Solutions America, Inc.
National Account Sales

<https://usa.kyoceradocumentsolutions.com/>

Your Workplace Evolution, in Color

The Kyocera Evolution Series continues to grow with the addition of a new range of high-impact color A3 MFPs. These robust devices boast industry-leading technology and security, along with outstanding print and scan speeds, to ensure impeccable quality output every single time. Join the Evolution today and add a new dimension to your business.



| | |
|---------------------------------------|---|
| TASKalfa 7054ci |  |
| Up to 70 Pages per Minute | |
| Professional Finishing Options | |
| 10.1" Color Touch Screen Panel | |
| Kyocera Net Manager Ready | |



TASKalfa 7054ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa 7054ci | 70/70 PPM A3 Color MFP | 7,475.00 |
| Accessories | | |
| DP-7150 | 140 Sheet Reversing Automatic Document Processor | 693.00 |
| DP-7160 | 320 Sheet DSDP with Multi-Feed sensor | 967.00 |
| DP-7170 | 320 Sheet DSDP with Multi-Feed + staple detection | 1,201.00 |
| DF-7100 | 500 Sheet Internal Finisher | 628.25 |
| DF-7120 | 1,000 Sheet Finisher | 693.06 |
| DF-7140 | 4,000 Sheet Finisher (65 Sheet Staple) | 1,219.00 |
| DF-7150 | 4,000 Sheet Finisher (100 Sheet Staple) | 2,164.00 |
| AK-7110 | Attachment Kit for DF-7120 / DF-7110 | 72.01 |
| PF-7140 | Dual 500 Sheet Paper Trays | 628.00 |
| PF-7150 | Dual 1,500 Sheet Paper Trays - Letter | 674.00 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Stand | Copier Cabinet Stand | 161.00 |
| Stabilizer Kit | Stabilizer Feet for Copier Cabinet Stand | 51.00 |
| PH-7100 | Hole Punch Unit for DF-7100 | 301.53 |
| PH-7A | Hole Punch Unit for DF-7110/7120 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| BF-9100 | Booklet & Tri Folding Unit for DF-7130 | 767.32 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| JS-7100 | Job Separator | 92.26 |
| JS-7110 | Inner Shift Tray | 184.00 |
| IS-7100 | Insert Unit (for the 60/70 ppm systems only) | 1,893.00 |
| ZF-7100 | Z-Fold Unit (for the 60/70 ppm systems only) | 5,020.00 |
| AK-7120 | Attachment Kit for the ZF-7100 | 89.00 |
| Fax System 12 | Fax Board | 519.80 |
| Internet FAX Kit (A) | Internet Fax Kit [requires Fax System 12] | 150.00 |
| Data Security Kit 10 | Enhancement option that helps provide the encryption function for IPsec, one of the certification requirements for HCD-PP and FIPS 140-2 for communication | 243.00 |
| Banner Guide(A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| Scan Extension Kit(A) | Searchable PDF Kit | 389.98 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-37 | Wireless LAN/Interface (2.4GHz/5GHz multi-band) | 109.00 |
| HD-16 | Large Capacity HDD (1TB) | 991.00 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with NetGard) | 306.13 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7130 | Numeric Keypad | 59.41 |
| Platen Cover Type E | Platen Cover | 52.65 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0455
Black & White Base Monthly - 30.00 includes 4,000 copies
Excess Black & White Copy Charge - \$0.0075
*Includes all parts, drum, labor and all consumable items except staples and paper.

POWER, VERSATILITY AND SEAMLESS INTEGRATION.



Expertly engineered to streamline workflows and maximize the productivity your environment demands. Consistently up to the task, the **TASKalfa 7353ci** Black & White/Color Multifunction System effortlessly tackles your most challenging print, copy, scan and fax needs. You'll gain the advantage of crisp monochrome text and detailed graphics, with multiple finishing options that uphold the professional look your business counts on. Long-lasting and ultra-reliable, this multifunctional delivers the power and security to meet your high-speed, high-volume communication needs.

- > Speed: 73/65 B&W/Color Pages Per Minute w/Standard Dual Scan Document Processor/270 Sheets
- > Functions: Color Multifunctional System – Print/Scan/Copy/Optional Fax
- > Security: Data Security Kit (E) (HDD Overwrite Mode and HDD Data Encryption)
- > Max Monthly Duty Cycle: 400,000 Pages Per Month
- > Resolution: Up to 1200 x 1200 dpi
- > Standard Paper Capacity: Standard 1,150 Sheets, Maximum 7,150 Sheets; Auto Selection/Switching
- > Paper Size: Statement to Ledger (5.5" x 8.5"-11" x 17"), 12" x 18"; Up to 12" x 48" Banner (Single Sheet)
- > Paper Weight: Trays / MPT: 14 lb Bond – 142 lb Index (52 – 256gsm)
- > Duplexing: Standard Stackless
- > Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots
Optional: 10/100/1000BaseTX (IB-50 for Dual NIC), IEEE 802.11 b/g/n (IB-51 for Wireless LAN Interface)
- > PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- > Fax Memory (Optional): Standard 170 MB



TASKalfa 7353ci

Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| TASKalfa 7353ci | 70/65 PPM A3 Color MFP | 8,279.69 |
| Accessories | | |
| DF-7110 | 4,000 Sheet Staple Finisher | 1,125.10 |
| DF-7130 | 4,000 Sheet Finisher (100 Sheet Staple) | 1,909.07 |
| PF-730(B) | Dual 500 Sheet Paper Trays. (requires PF-7130 for installation) | 579.20 |
| PF-740(B) | Dual 1,500 Sheet Paper Trays. (requires PF-7130 for installation) | 621.05 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| PF-7130 | 500 Sheet Side Multi-Media Tray (requires PF-730(B) or PF-740(B)) | 375.33 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| Fax System 12 | Fax Board | 519.80 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| Internet FAX Kit (A) | Internet Fax Kit (requires Fax System 12) | 150.00 |
| Data Security (E) | Data Security
(Common Criteria/NIAP Certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Banner Guide (A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| Copy Tray (D) | Copy Tray | 20.25 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7110 (B) | Numeric Keypad | 54.00 |
| Surge Protector-MX (20A) | 20 Amp Surge Protector | 113.74 |

EFI FIERY Controller information on page 88.

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0425

Black & White Base Monthly - 36.85 includes 5,500 copies

Excess Black & White Copy Charge - \$0.0067

*Includes all parts, drum, labor and all consumable items except staples and paper.

POWER, VERSATILITY AND SEAMLESS INTEGRATION.



Expertly engineered to streamline workflows and maximize the productivity your environment demands. Consistently up to the task, the **TASKalfa 8353ci** Black & White/Color Multifunction System effortlessly tackles your most challenging print, copy, scan and fax needs. You'll gain the advantage of crisp monochrome text and detailed graphics, with multiple finishing options that uphold the professional look your business counts on. Long-lasting and ultra-reliable, this multifunctional delivers the power and security to meet your high-speed, high-volume communication needs.

- > Speed: 83/70 B&W/Color Pages Per Minute w/Standard Dual Scan Document Processor/270 Sheets
- > Functions: Color Multifunctional System – Print/Scan/Copy/Optional Fax
- > Security: Data Security Kit (E) (HDD Overwrite Mode and HDD Data Encryption)
- > Max Monthly Duty Cycle: 450,000 Pages Per Month

- > Resolution: Up to 1200 x 1200 dpi
- > Standard Paper Capacity: Standard 1,150 Sheets, Maximum 7,150 Sheets; Auto Selection/Switching
- > Paper Size: Statement to Ledger (5.5" x 8.5"-11" x 17"), 12" x 18"; Up to 12" x 48" Banner (Single Sheet)
- > Paper Weight: Trays / MPT: 14 lb Bond – 142 lb Index (52 – 256gsm)
- > Duplexing: Standard Stackless
- > Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots
Optional: 10/100/1000BaseTX (IB-50 for Dual NIC), IEEE 802.11 b/g/n (IB-51 for Wireless LAN Interface)
- > PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- > Fax Memory (Optional): Standard 170 MB



TASKalfa 8353ci
Color MFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| TASKalfa 8353ci | 80/70 PPM A3 Color MFP | 9,935.68 |
| Accessories | | |
| DF-7110 | 4,000 Sheet Staple Finisher | 1,125.10 |
| DF-7130 | 4,000 Sheet Finisher (100 Sheet Staple) | 1,909.07 |
| PF-730(B) | Dual 500 Sheet Paper Trays. (requires PF-7130 for installation) | 579.20 |
| PF-740(B) | Dual 1,500 Sheet Paper Trays. (requires PF-7130 for installation) | 621.05 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| PF-7130 | 500 Sheet Side Multi-Media Tray (requires PF-730(B) or PF-740(B)) | 375.33 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| Fax System 12 | Fax Board | 519.80 |
| Keyboard Holder 10 | Keyboard Tray Kit | 73.45 |
| Internet FAX Kit (A) | Internet Fax Kit (requires Fax System 12) | 150.00 |
| Data Security (E) | Data Security
(Common Criteria/NIAP Certified Hard Drive Encryption/Overwrite Kit) | 376.98 |
| Banner Guide (A) | MPT Guide attachment to assist the feeding of banner paper | 201.49 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| Copy Tray (D) | Copy Tray | 20.25 |
| DT-730(B) | Original Hard Copy Holder | 20.25 |
| NK-7110 (B) | Numeric Keypad | 54.00 |
| Surge Protector-MX (20A) | 20 Amp Surge Protector | 113.74 |

EFI FIERY Controller information on page 88.

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0425

Black & White Base Monthly - 58.50 includes 9,000 copies

Excess Black & White Copy Charge - \$0.0065

*Includes all parts, drum, labor and all consumable items except staples and paper.

SINGLE-FUNCTIONAL PRINTER OFFERINGS

[Back to Contents](#)

The OMNIA contract includes pricing for special services not listed in the catalog, (service rates outside of normal service hours) which can be viewed in the document section of the OMNIA website:

<http://omniacoop.org/>



› PRINT

ECOSYS P2235dw

BLACK & WHITE NETWORK
PRINTER

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



With outstanding print quality and advanced features, the **ECOSYS P2235dw** monochrome desktop printer offers powerful capabilities for the budget conscious business. Large paper capacity, standard duplex, and print speeds up to 37 ppm drive productivity in workgroups of all sizes. Additional flexibility is provided by On-The-Go printing and walk-up USB accessibility. Meeting the needs of users both in and out of the office, the ECOSYS P2235dw is the affordable printing solution your business can depend on.

- › Black and White Business Output up to 37 Pages per Minute
- › LED Display
- › Up to Fine 1200 dpi Print Resolution
- › Standard Wireless and Wi-Fi Direct Capability
- › KYOCERA Mobile Print, Google Cloud Print™ and Mopria® Compatible for a Mobile Printing Solution
- › Up to 850 Sheets Paper Capacity
- › KYOCERA Fleet Services ready, a secure cloud-based monitoring system, optimizes device uptime and reduces costs





ECOSYS P2235dw

Monochrome SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

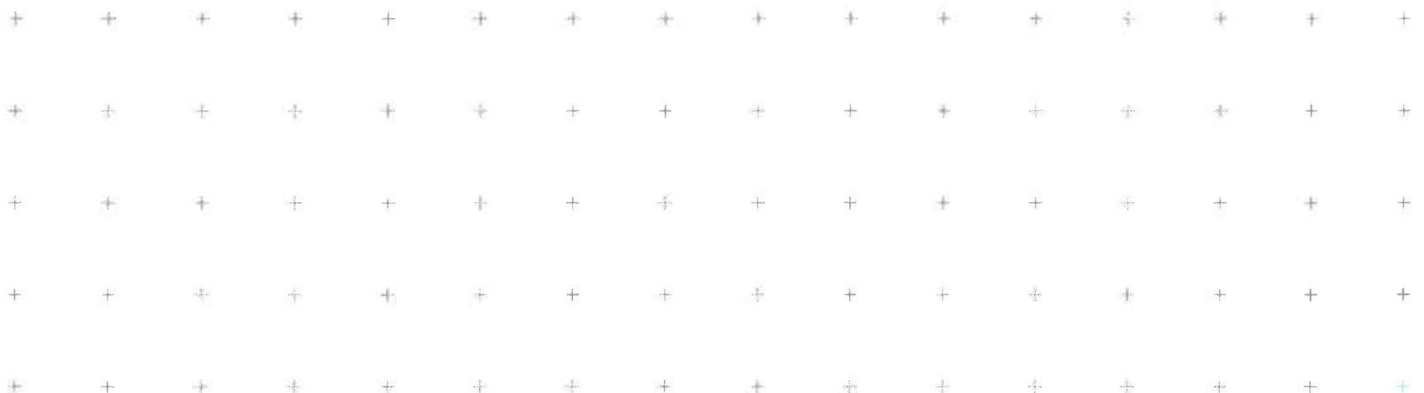
| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| ECOSYS P2235dw | 37 ppm A4 Monochrome Printer with Standard Wireless capability | 177.10 |
| Accessories* | | |
| PF-1100 | 250 Sheet Paper Drawer (Max 2 units) | 64.68 |
| PF-3110 | 500 Sheet Optional Paper Feed Cassette | 126.50 |
| CA-3100 | Caster Kit 3100 | 124.50 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| Copier Stand | Stand for P2040dw/P2235dw | 125.50 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 15.75 includes 500 copies
Excess Black & White Copy Charge - \$0.0315

*Includes all parts, drum, labor and all consumable items except staples and paper.





› PRINT

ECOSYS P2040dw

BLACK & WHITE NETWORK
PRINTER

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



The **ECOSYS P2040dw** monochrome desktop printer combines exceptional print quality with advanced features for the budget conscious business. It provides large paper capacity, standard duplex, and print speeds up to 42 ppm in a highly reliable device with low TCO and ECOSYS long life consumables. On-the-Go printing capability and walk-up USB accessibility offer the flexibility busy professionals require. Driving productivity in workgroups of all sizes, the ECOSYS P2040dw is a smart, economical choice your business can count on.

- › Black and White Business Output up to 42 Pages per Minute
- › 2 Line LCD
- › Up to Fine 1200 dpi Print Resolution
- › Standard Wireless and Wi-Fi Direct Capability
- › KYOCERA Mobile Print, Apple AirPrint®, Google Cloud Print™ and Mopria® Compatible for a Mobile Printing Solution
- › Up to 850 Sheets Paper Capacity
- › KYOCERA Fleet Services ready, a secure cloud-based monitoring system, optimizes device uptime and reduces costs





ECOSYS P2040dw

Monochrome SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

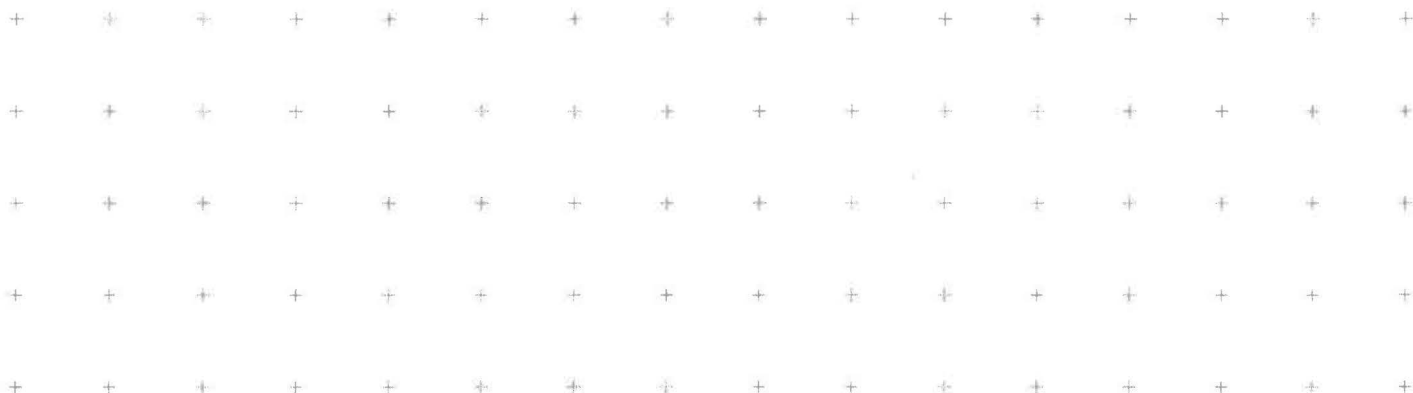
| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| ECOSYS P2040dw | 42 ppm A4 Monochrome Printer with Standard Wireless capability | 228.90 |
| Accessories* | | |
| PF-1100 | 250 Sheet Paper Drawer (Max 2 units) | 64.68 |
| PF-3110 | 500 Sheet Optional Paper Feed Cassette | 126.50 |
| CA-3100 | Caster Kit 3100 | 124.50 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| Copier Stand | Stand for P2040dw/P2235dw | 125.50 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 11.12 includes 650 copies
Excess Black & White Copy Charge - \$0.0171

*Includes all parts, drum, labor and all consumable items except staples and paper.



Compact, Yet Powerful

The ECOSYS PA4500x is a powerful printer embedded with K-Level security firmware. When you combine optional hard drive memory and K-Level security firmware, these enhanced levels of protection can be integrated with these Kyocera devices. The rapid speed of up to 47 pages per minute contributes to the enhanced productivity of smaller workgroups. Thanks to its reliability, your business can operate with the peace of mind that you prints will come out perfect every time.





ECOSYS PA4500x

Monochrome SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| ECOSYS PA4500x | 47 ppm A4 Monochrome Printer | 557.00 |
| Accessories* | | |
| PF-3110 | 250 Sheet Paper Tray - Legal | 123.88 |
| PF-3100 | 2,000 Sheets large capacity paper Drawer | 431.99 |
| PT-320 | Face up rear output tray (250 sheets) | 19.50 |
| PB-325 | Base unit with PF-3100 | 109.50 |
| Stand | Copier Stand | 166.00 |
| IB-32B | IEEE 1284 Compliant NIC | 57.85 |
| IB-36 | Wireless LAN NIC (Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| IB-38 | Wireless Network Interface (USB:2,4GB) | 120.00 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC | 306.13 |
| HD-6 | SSD Memory Storage Device | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Data Security Kit (E) | Hard Drive Encryption/Overwrite Kit | 376.98 |
| MM-20 | Printer DIMM Memory 1GB | 68.00 |
| MM-21 | Printer DIMM Memory 2GB | 94.00 |
| HD-17 | SSD Memory Device (64 GB) | 321.00 |
| HD-18 | SSD Memory Device (256 GB) | 447.00 |
| HD-19 | SSD Memory Device (512 GB) | 657.00 |
| CA-3100 | Caster Kit 3100 | 124.50 |
| Card Reader Holder 10 | Card Reader Attachment | 31.85 |
| IB-37 | Wireless/LAN Interface (2.4GHz/5GHz multi-band) | 109.00 |
| Data Security (E) | Data Security (Common Criteria/NIAO certified Hard Drive) | 376.98 |
| UG-50 | Trusted Platform Module | 174.00 |
| UG-33 | Upgrade Kit for Thin Paper Support | 90.99 |
| PCL Barcode | | |
| Flash 3.0 (Type D) | Barcode Flash | 246.34 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

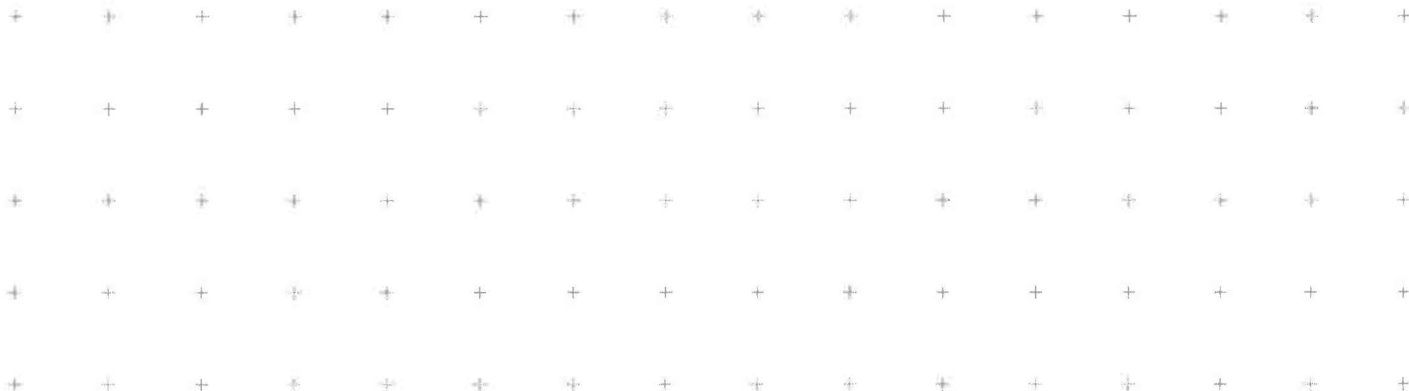
* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 6.83 includes 650 copies

Excess Black & White Copy Charge - \$0.0105

*Includes all parts, drum, labor and all consumable items except staples and paper.



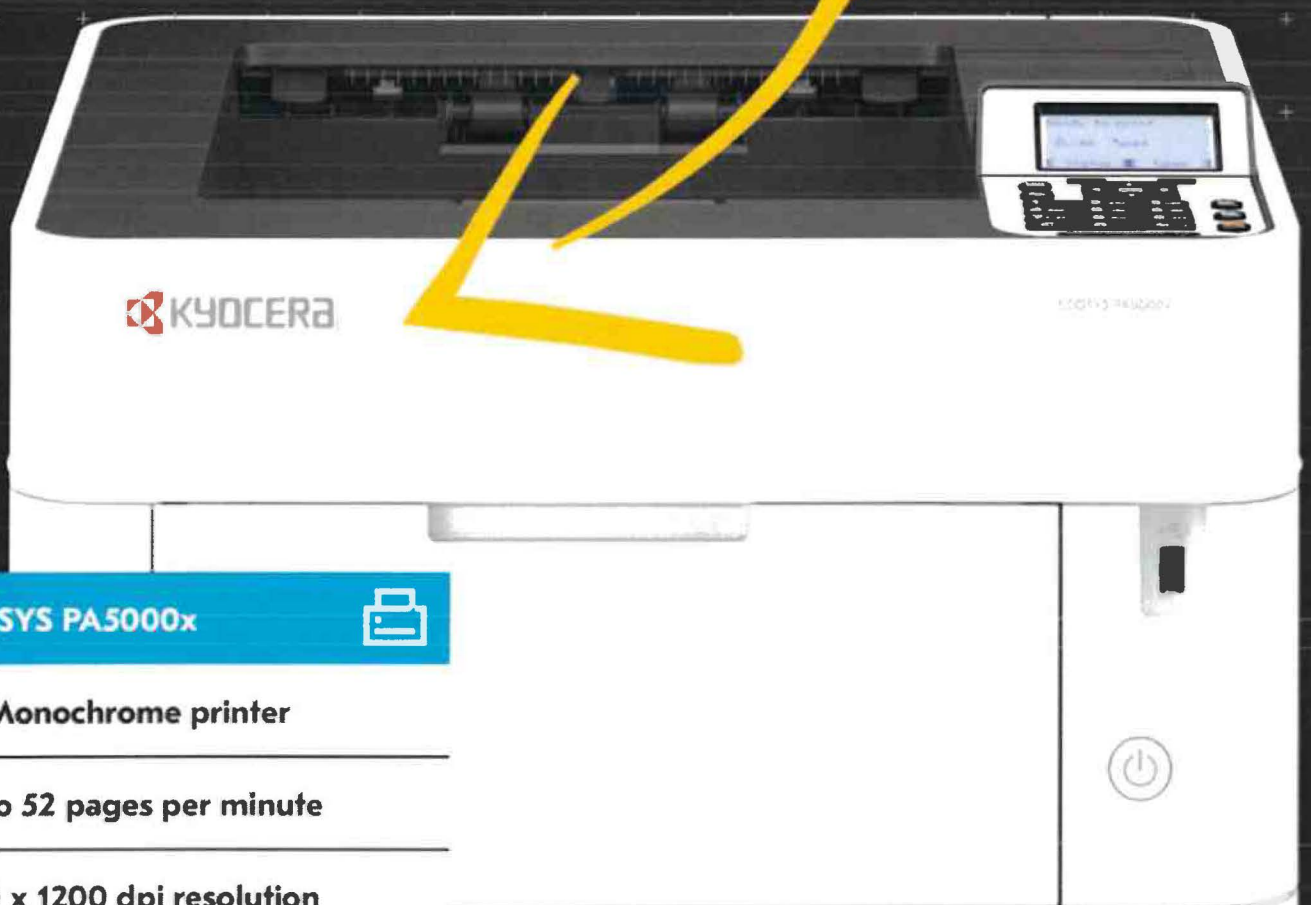


KYOCERA Document Solutions America, Inc.
National Account Sales

<https://usa.kyoceradocumentsolutions.com/>

A Real Workhorse

The high performance of the ECOSYS PA5000x, paired with optimal data protection solutions, makes this the perfect fit for small and mid-sized workgroups. With up to 52 pages per minute in excellent 1,200 dpi resolution and a fast output of 5.4 seconds on the first printed page, this device combines high productivity with cost savings.



ECOSYS PA5000x



A4 Monochrome printer

Up to 52 pages per minute

1200 x 1200 dpi resolution





ECOSYS PA5000x

Monochrome SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| ECOSYS PA5000x | 52 ppm A4 Monochrome Printer | 631.00 |
| Accessories* | | |
| PF-3110 | 250 Sheet Paper Tray - Legal | 123.88 |
| PF-3100 | 2,000 Sheets large capacity paper Drawer | 431.99 |
| PT-320 | Face up rear output tray (250 sheets) | 19.50 |
| PB-325 | Base unit with PF-3100 | 109.50 |
| Stand | Copier Stand | 166.00 |
| IB-32B | IEEE 1284 Compliant NIC | 57.85 |
| IB-36 | Wireless LAN NIC (Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| IB-38 | Wireless Network Interface (USB:2,4GB) | 120.00 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC | 306.13 |
| HD-6 | SSD Memory Storage Device | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Data Security Kit (E) | Hard Drive Encryption/Overwrite Kit | 376.98 |
| MM-20 | Printer DIMM Memory 1GB | 68.00 |
| MM-21 | Printer DIMM Memory 2GB | 94.00 |
| HD-17 | SSD Memory Device (64 GB) | 321.00 |
| HD-18 | SSD Memory Device (256 GB) | 447.00 |
| HD-19 | SSD Memory Device (512 GB) | 657.00 |
| CA-3100 | Caster Kit 3100 | 124.50 |
| Card Reader Holder 10 | Card Reader Attachment | 31.85 |
| IB-37 | Wireless/LAN Interface (2.4GHz/5GHz multi-band) | 109.00 |
| Data Security (E) | Data Security (Common Criteria/NIAO certified Hard Drive) | 376.98 |
| UG-50 | Trusted Platform Module | 174.00 |
| UG-33 | Upgrade Kit for Thin Paper Support | 90.99 |
| PCL Barcode | | |
| Flash 3.0 (Type D) | Barcode Flash | 246.34 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

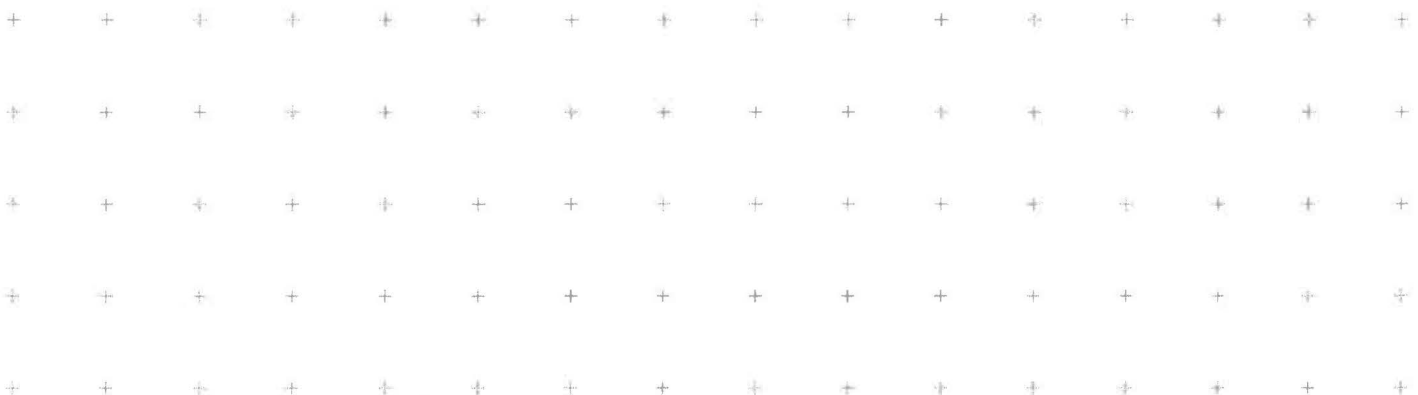
* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 12.54 includes 1,650 copies

Excess Black & White Copy Charge - \$0.0076

*Includes all parts, drum, labor and all consumable items except staples and paper.





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A Device You Can Count On

The flexible paper handling options with up to 2,600 sheets and enhanced security features, combined with long-life components provides exceptional efficiency and reliability making the ECOSYS PA5500x the ideal choice to increase overall performance of workgroups. With a print speed of up 57 pages per minute and a fast first print out, it's always ready when you need it.





ECOSYS PA5500x

Monochrome SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| ECOSYS PA5500x | 57 ppm A4 Monochrome Printer | 750.00 |
| Accessories* | | |
| PF-3110 | 250 Sheet Paper Tray - Legal | 123.88 |
| PF-3100 | 2,000 Sheets large capacity paper Drawer | 431.99 |
| PT-320 | Face up rear output tray (250 sheets) | 19.50 |
| PB-325 | Base unit with PF-3100 | 109.50 |
| Stand | Copier Stand | 166.00 |
| IB-32B | IEEE 1284 Compliant NIC | 57.85 |
| IB-36 | Wireless LAN NIC (Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| IB-38 | Wireless Network Interface (USB:2,4GB) | 120.00 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC | 306.13 |
| HD-6 | SSD Memory Storage Device | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Data Security Kit (E) | Hard Drive Encryption/Overwrite Kit | 376.98 |
| MM-20 | Printer DIMM Memory 1GB | 68.00 |
| MM-21 | Printer DIMM Memory 2GB | 94.00 |
| HD-17 | SSD Memory Device (64 GB) | 321.00 |
| HD-18 | SSD Memory Device (256 GB) | 447.00 |
| HD-19 | SSD Memory Device (512 GB) | 657.00 |
| CA-3100 | Caster Kit 3100 | 124.50 |
| Card Reader Holder 10 | Card Reader Attachment | 31.85 |
| IB-37 | Wireless/LAN Interface (2.4GHz/5GHz multi-band) | 109.00 |
| Data Security (E) | Data Security (Common Criteria/NIAO certified Hard Drive) | 376.98 |
| UG-50 | Trusted Platform Module | 174.00 |
| UG-33 | Upgrade Kit for Thin Paper Support | 90.99 |
| PCL Barcode | | |
| Flash 3.0 (Type D) | Barcode Flash | 246.34 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

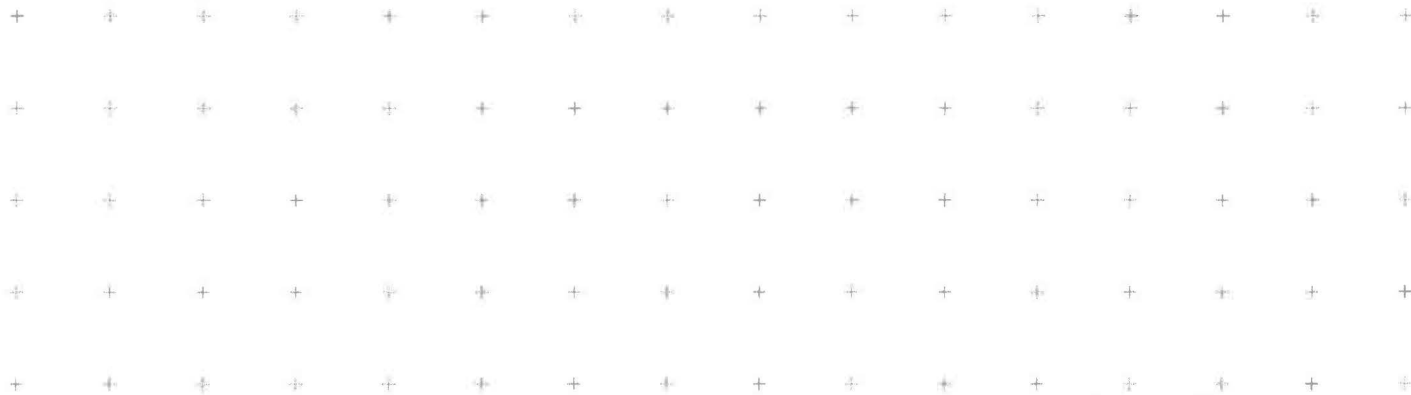
* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 9.57 includes 1,650 copies

Excess Black & White Copy Charge - \$0.0058

*Includes all parts, drum, labor and all consumable items except staples and paper.





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High Productivity, High Performance

The ECOSYS PA6000x delivers exceptional high-speed printing of up to 62 pages per minute and a fast output of 4.5 seconds on the first printed page. Guaranteeing efficient and reliable workflow in a professional office environment. The low level total cost of ownership and intelligent security features provide more than you expect.



ECOSYS PA6000x



A4 Monochrome printer

Up to 62 pages per minute

1200 x 1200 dpi resolution





ECOSYS PA6000x

Monochrome SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|---|-------------|
| ECOSYS PA6000x | 62 ppm A4 Monochrome Printer | 1,187.00 |
| Accessories* | | |
| PF-3110 | 250 Sheet Paper Tray - Legal | 123.88 |
| PF-3100 | 2,000 Sheets large capacity paper Drawer | 431.99 |
| PT-320 | Face up rear output tray (250 sheets) | 19.50 |
| PB-325 | Base unit with PF-3100 | 109.50 |
| Stand | Copier Stand | 166.00 |
| IB-32B | IEEE 1284 Compliant NIC | 57.85 |
| IB-36 | Wireless LAN NIC (Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| IB-38 | Wireless Network Interface (USB:2,4GB) | 120.00 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC | 306.13 |
| HD-6 | SSD Memory Storage Device | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| Data Security Kit (E) | Hard Drive Encryption/Overwrite Kit | 376.98 |
| MM-20 | Printer DIMM Memory 1GB | 68.00 |
| MM-21 | Printer DIMM Memory 2GB | 94.00 |
| HD-17 | SSD Memory Device (64 GB) | 321.00 |
| HD-18 | SSD Memory Device (256 GB) | 447.00 |
| HD-19 | SSD Memory Device (512 GB) | 657.00 |
| CA-3100 | Caster Kit 3100 | 124.50 |
| Card Reader Holder 10 | Card Reader Attachment | 31.85 |
| IB-37 | Wireless/LAN Interface (2.4GHz/5GHz multi-band) | 109.00 |
| Data Security (E) | Data Security (Common Criteria/NIAO certified Hard Drive) | 376.98 |
| UG-50 | Trusted Platform Module | 174.00 |
| UG-33 | Upgrade Kit for Thin Paper Support | 90.99 |
| PCL Barcode | | |
| Flash 3.0 (Type D) | Barcode Flash | 246.34 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | 97.49 |

* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - 13.50 includes 2,500 copies

Excess Black & White Copy Charge - \$0.0054

*Includes all parts, drum, labor and all consumable items except staples and paper.

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ECOSYS PA2100cwx

A legacy reinforced

The ECOSYS PA2100cwx & ECOSYS PA2100cx is a compact A4 printer that blends the best of Kyocera's ECOSYS technology with modern innovation to meet the needs of the most demanding workspaces, be they shared work hubs or remote locations.

**ECOSYS PA2100cwx****Up to 22 Pages per Minute****1200 x 1200 dpi****Wireless & Wi-Fi Direct****Mobile print ready****EcoPrint & Quiet mode options**



ECOSYS PA2100cwx

Color SFP

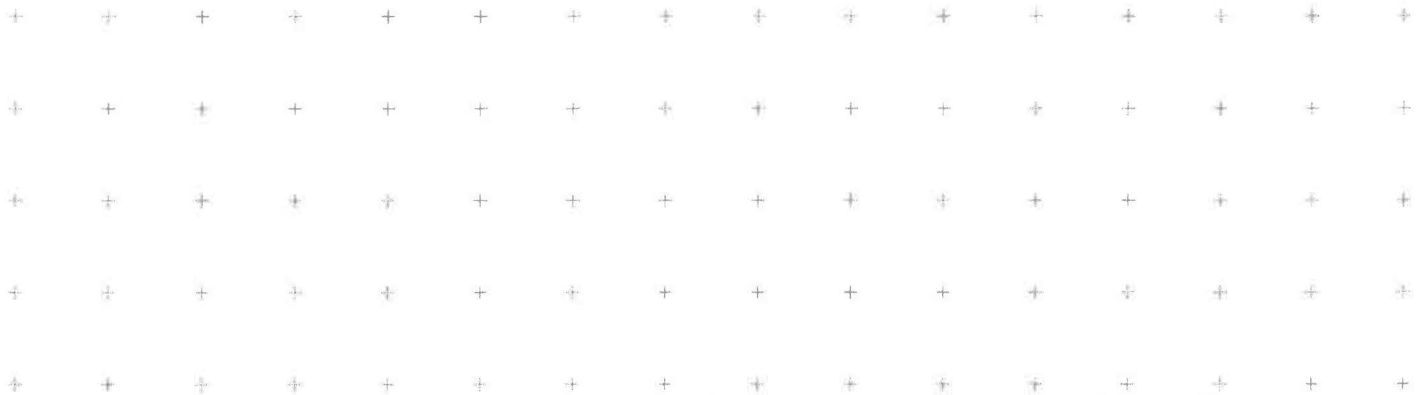
Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|---------------------|--|-------------|
| ECOSYS PA2100cwx | 22/22 ppm A4 Color Printer
With STD Wireless capability | 399.00 |
| Accessories* | | |
| PF-5110 | 250 Sheet Paper Drawer (Max 1 unit) | 65.00 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |

* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.1920
Black & White Base Monthly - 52.52 includes 1,350 copies
Excess Black & White Copy Charge - \$0.0389
*Includes all parts, drum, labor and all consumable items except staples and paper.





› PRINT › COPY › COLOR SCAN › FAX

ECOSYS P5026cdw Series

COLOR PRINTERS AND
MULTIFUNCTIONAL SYSTEMS

BIG OFFICE FEATURES. SMALL OFFICE PACKAGE.



The **ECOSYS P5026cdw** is a versatile Color Network Printer designed for small workgroups and individual users that seek maximum productivity, reliability and affordability. Built to deliver, the compact ECOSYS P5026cdw offers the ultimate in performance/price value. From professional color quality and standard wireless capabilities to flexible media support and expandable paper supply, the ECOSYS P5026cdw tackles your day-to-day printing tasks with unmatched precision and economy.

- > Speed: 27/27 Pages Per Minute A4 Color Printer
- > Functions: Network Print
- > Max Monthly Duty Cycle: 65,000 Pages Per Month
- > Resolution: 1200 x 1200 dpi, 9600 x 600 dpi,
600 x 600 dpi

- > Standard/Maximum Paper Capacity: Single 250 Sheet Drawer, 50 Sheet Multi-purpose Tray
- > Paper Size: Statement to Legal (5.5" x 8.5" – 8.5" x 14")
- > Paper Weight Drawers: Standard/Optional: 16 lb Bond - 90 lb Index;
MPT 16 lb Bond - 120 lb. Index
- > Duplexing: Standard Stackless Duplex
- > Interfaces: Standard 10/100/1000BaseTX, USB 2.0, 1 USB Host, Wireless LAN IEEE 802.11b/g/n, Wi-Fi Direct
- > PDL: PRESCRIBE, PCL6 (PCL5c/PCL-XL), KPD/L3 Supporting AES, PDF Direct Print, XPS/OpenXPS Direct Print





ECOSYS P5026cdw

Color SFP

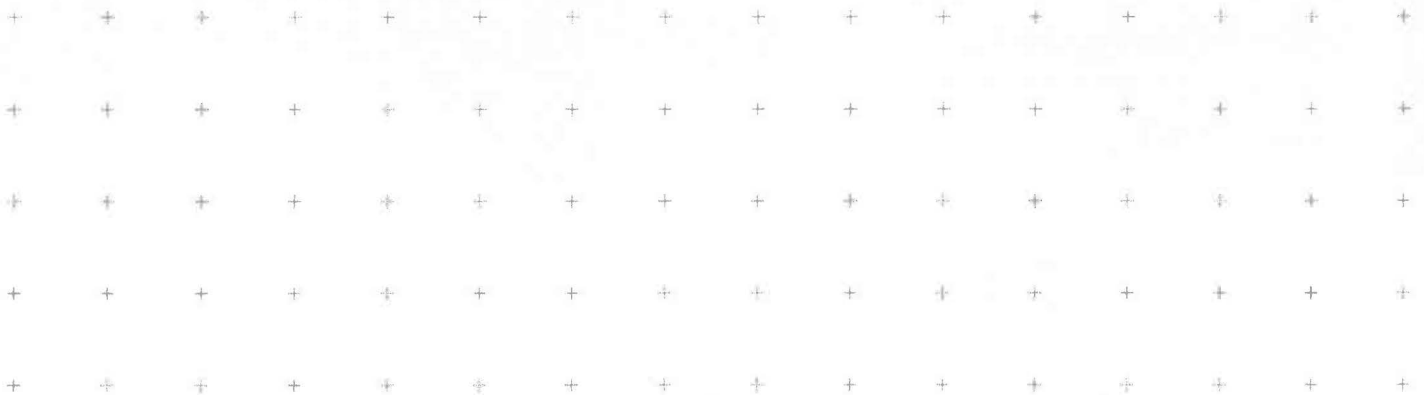
Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|---------------------|--|-------------|
| ECOSYS P5026cdw | 27/27 ppm A4 Color Printer
With STD Wireless capability | 433.71 |
| Accessories* | | |
| PF-5110 | 250 Sheet Paper Drawer (Max 1 unit) | 65.00 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |

* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.1311
Black & White Base Monthly - 31.73 includes 1,350 copies
Excess Black & White Copy Charge - \$0.0235
*Includes all parts, drum, labor and all consumable items except staples and paper.





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Your digital tool for the modern workplace

Boost your business growth and take your productivity to the next level with the ECOSYS PA3500cx printer. Made for medium to large-size work groups, this A4 color device is designed to stand the test of time with long-life components that help to reduce waste and ensure exceptional levels of reliability and data security.



ECOSYS PA3500cx

37 pages per minute

Wi-Fi Direct functionality

Compact design





ECOSYS PA3500cx

Color SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| ECOSYS PA3500cx | 37 ppm A4 Color Printer | 709.58 |
| Accessories* | | |
| PF-5150 | 550 Sheet Paper Tray, Legal | 301.49 |
| Low Cabinet | Low Cabinet Stand | 161.50 |
| High Cabinet | High Cabinet Stand | 159.50 |
| Caster Units | Casters | 115.50 |
| Card Reader Holder 12 | Card Reader Attachment Kit | 124.00 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC | 306.13 |
| IB-36 | Wireless LAN NIC
(Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| Data Security Kit (E) | Hard Drive Encryption/Overwrite Kit | 376.98 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer Memory (2GB) | 142.99 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | |

* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

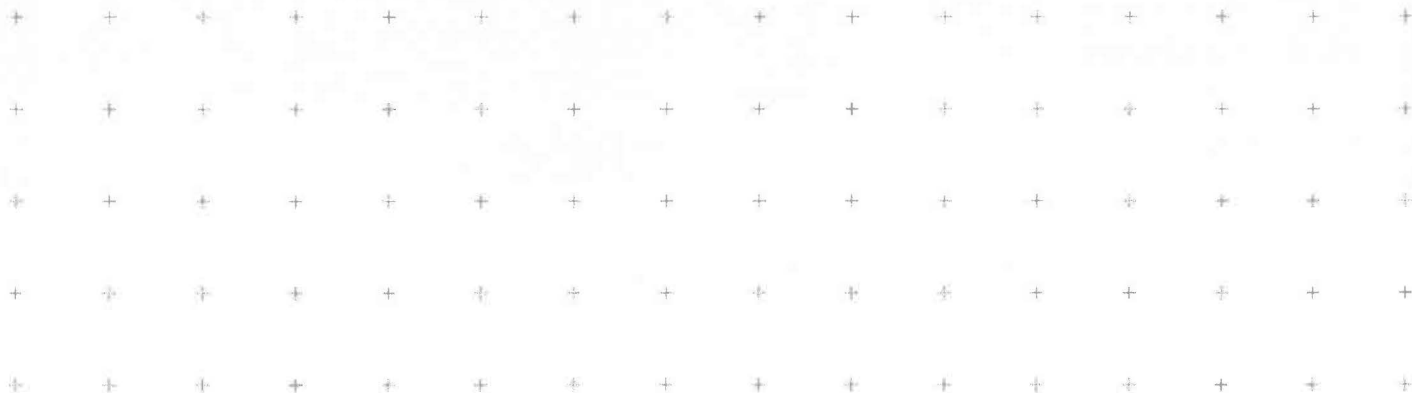
OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0750

Black & White Base Monthly - 20.88 includes 1,250 copies

Excess Black & White Copy Charge - \$0.0167

*Includes all parts, drum, labor and all consumable items except staples and paper.





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Excel in the digital age

The ECOSYS PA4000cx is a versatile A4 color printing solution, built with Kyocera's renowned durable components to reduce your organization's environmental footprint while providing outstanding reliability, productivity, and security. The device also allows for different media sizes and weights, up to 120 lb. Index.





ECOSYS PA4000cx

Color SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| ECOSYS PA400cx | 42 ppm A4 Color Printer | 1,041.08 |
| Accessories* | | |
| PF-5150 | 550 Sheet Paper Tray, Legal | 301.49 |
| Low Cabinet | Low Cabinet Stand | 161.50 |
| High Cabinet | High Cabinet Stand | 159.50 |
| Caster Units | Casters | 115.50 |
| Card Reader Holder 12 | Card Reader Attachment Kit | 124.00 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC | 306.13 |
| IB-36 | Wireless LAN NIC
(Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| Data Security Kit (E) | Hard Drive Encryption/Overwrite Kit | 376.98 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer Memory (2GB) | 142.99 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | |

* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

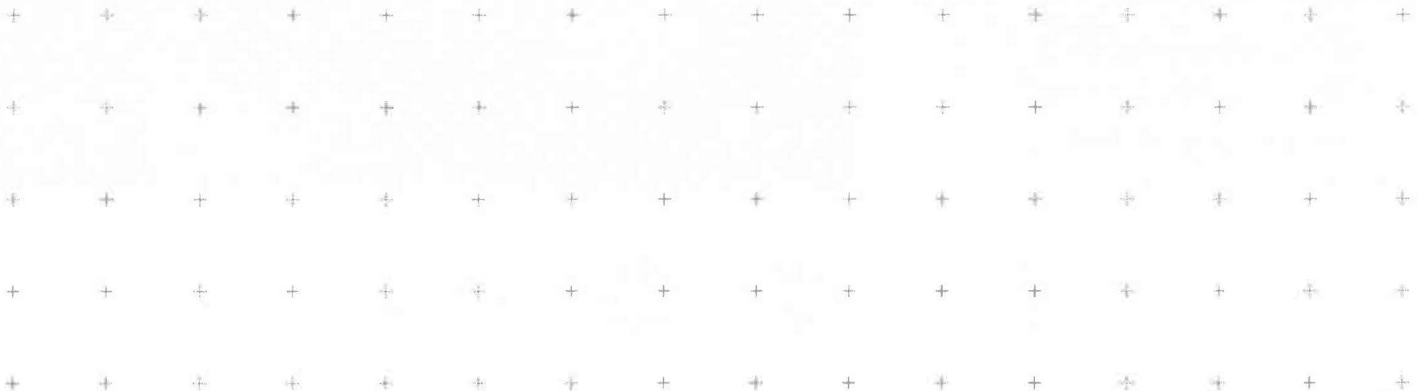
OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0600

Black & White Base Monthly - 29.25 includes 2,500 copies

Excess Black & White Copy Charge - \$0.0117

*Includes all parts, drum, labor and all consumable items except staples and paper.



Powerful and affordable output

The TASKalfa PA4500ci is the ideal A4 color printer for businesses seeking low running costs, sky-high performance, and robust data security. This versatile, compact device also offers optional Wi-Fi Direct functionality to improve and facilitate the end-user experience.



TASKalfa PA4500ci



A4 color and b/w printer

47 pages per minute

Low power consumption





TASKalfa PA4500ci

Color SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------------|--|-------------|
| TASKalfa PA4500ci | 47 ppm A4 Color Printer | 1,066.32 |
| Accessories* | | |
| PF-5150 | 550 Sheet Paper Tray, Legal | 301.49 |
| Low Cabinet | Low Cabinet Stand | 161.50 |
| High Cabinet | High Cabinet Stand | 159.50 |
| Caster Units | Casters | 115.50 |
| Card Reader Holder 12 | Card Reader Attachment Kit | 124.00 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC | 306.13 |
| IB-36 | Wireless LAN NIC
(Approx. 98 ft Range & Wi-Fi Direct) | 64.35 |
| HD-6 | SSD Memory Device (32 GB) | 218.39 |
| HD-7 | SSD Memory Device (128 GB) | 311.98 |
| SDHC Card-16G | SD Card Memory for Storage, 16Gb | 22.75 |
| SDHC Card-32G | SD Card Memory for Storage, 32Gb | 56.87 |
| Data Security Kit (E) | Hard Drive Encryption/Overwrite Kit | 376.98 |
| SD-144-1GB(DDR3) | Printer Memory (1GB) | 103.34 |
| SD-144-2GB(DDR3) | Printer Memory (2GB) | 142.99 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| Surge Protector-MX (15A) | 15 Amp Surge Protector | |

* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

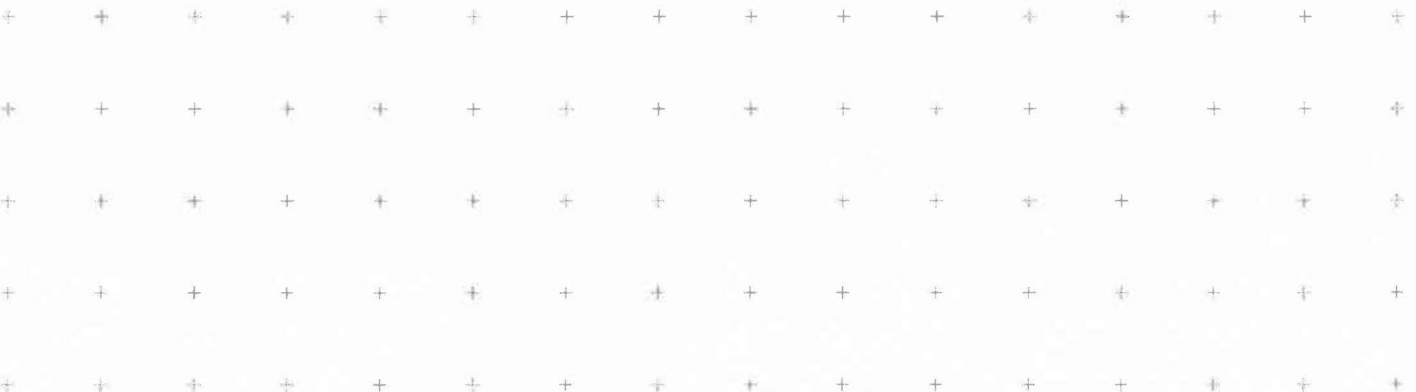
OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0683

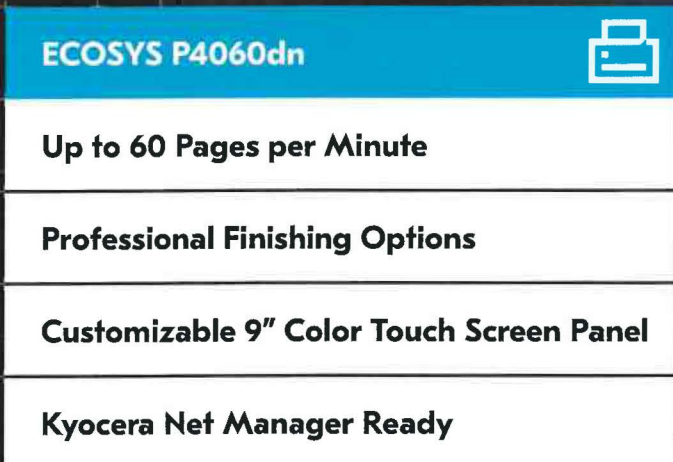
Black & White Base Monthly - 24.50 includes 2,500 copies

Excess Black & White Copy Charge - \$0.0113

*Includes all parts, drum, labor and all consumable items except staples and paper.



Kyocera's ECOSYS P4060dn provides a way to print more efficiently than ever before. With a range of professional finishing options combined with Kyocera's traditional reliability, you can print your documents with peace of mind. The very latest in security technology means that risks are minimized, keeping your data safe and your processes secure.





ECOSYS P4060dn

Color SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------|---|-------------|
| ECOSYS P4060dn | 60 PPM A3 Monochrome Printer
with STD Wireless capability | 2,038.74 |
| Accessories | | |
| DF-7120 | 1,000 Sheets Finisher
(Requires AK-740 for installation) | 693.06 |
| DF-7110 | 4,000 Sheet Staple Finisher | 1,125.10 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| JS-7100 | Job Separator | 92.26 |
| PF-7100 | Dual 500 Sheet Paper Trays | 643.50 |
| PF-7110 | Dual 1,500 Sheet Paper Trays | 621.05 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Data Security (E) | Data Security (Common Criteria/NIAP certified
Hard Drive Encryption/Overwrite Kit) | 376.98 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-50 | Gigabit Ethernet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| AK-7100 | Attachment kit for DF-7120/DF-7110 | 72.01 |
| Stand | Copier Cabinet Stand | 122.00 |
| NK-7110 (B) | Numeric Keypad | 54.00 |

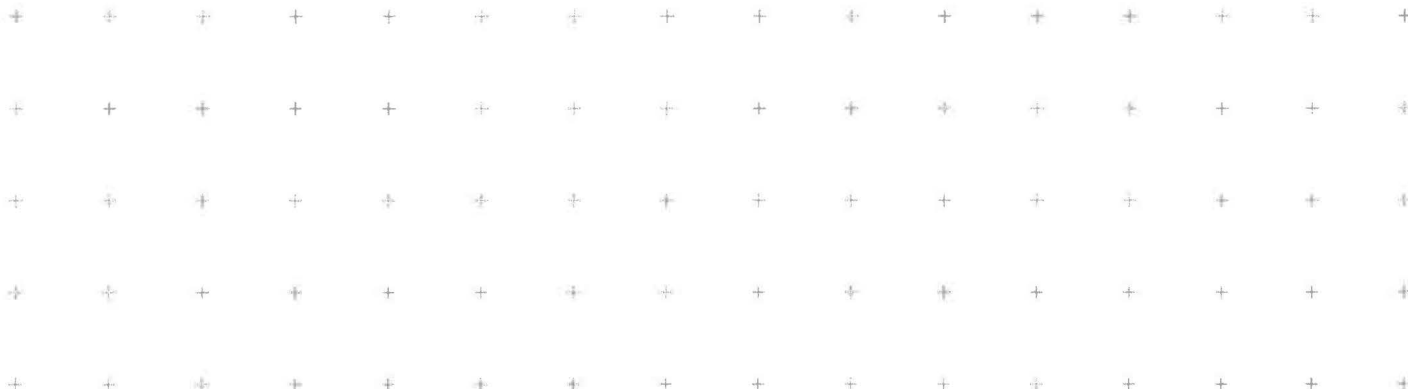
* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

OPEN MARKET MAINTENANCE - Service & Supplies*

Black & White Base Monthly - \$18.80 includes 4,000 copies

Excess Black & White Copy Charge - \$0.0047

*Includes all parts, drum, labor and all consumable items except staples and paper.





› PRINT

ECOSYS P8060cdn

COLOR NETWORK
PRINTER

ECONOMICAL.
ECOLOGICAL.
ECOSYS
TECHNOLOGY.



The **ECOSYS P8060cdn** brings power and performance to high-quality color printing. With output speeds up to 60 pages per minute, advanced finishing, vivid 1200 x 1200 dpi color and flexible configurations, the ECOSYS P8060cdn easily tackles both complex printing and day-to-day business requirements with ease. Kyocera's customizable Business Applications maximize efficiency, empowering your workforce to leverage printed information how, when and where they need it. Add to that Kyocera's award-winning, ultra-reliability and unique long-life technology, and you have a powerful document solution that delivers exceptional results.

- › Impactful Color and Black and White Imaging at Speeds up to 60 Pages per Minute in Black and 55 Pages per Minute in Color
- › Flexible Media Support and Paper Sizes up to 12" x 48"
- › High Capacity Paper Handling up to 7,150 Sheets
- › Customizable 9" Color Touch Screen with Intuitive, Tablet-Like Home Screen
- › HyPAS Capable to Run Kyocera Business Applications for Printing
- › Advanced Finishing Options for Professional Output, Including a 4,000 Sheet External Finisher and Optional Booklet Folding
- › Standard USB Host Interface for On-the-Go Printing
- › Convenient Wireless Printing
- › Apple AirPrint®, Google Cloud Print™ and KYOCERA Mobile Print Compatible for a Mobile Printing Solution
- › Standard Near Field Communication (NFC) for Android and Wi-Fi Direct Provides Added Smart Device Convenience
- › KYOCERA Fleet Services, a Secure Cloud-Based Monitoring System, Optimizes Device Uptime and Reduces Costs





ECOSYS PA4500ci

Color SFP

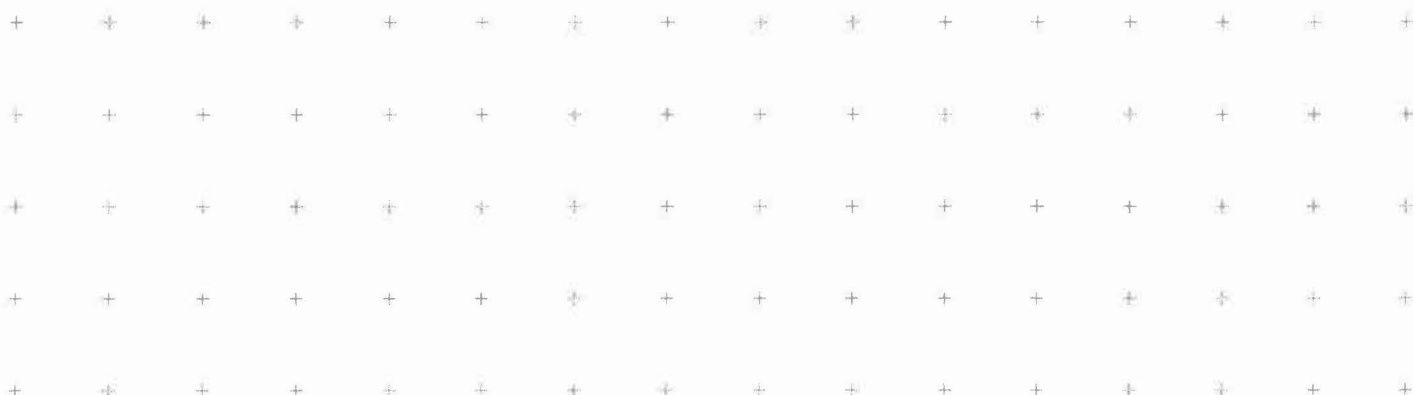
Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--------------------|---|-------------|
| ECOSYS P8060cdn | 60/55 PPM A3 Color Printer
with STD Wireless capability | 2,165.80 |
| Accessories | | |
| DF-7120 | 1,000 Sheets Finisher
(Requires AK-740 for installation) | 693.06 |
| DF-7110 | 4,000 Sheet Staple Finisher | 1,125.10 |
| BF-730 | Booklet and Tri Folding Unit for DF-7110 | 675.06 |
| MT-730(B) | 7 Bin Mailbox for DF-7110 | 450.04 |
| PH-7A | Punch Unit for DF-7120/7110 | 301.53 |
| JS-7100 | Job Separator | 92.26 |
| PF-7100 | Dual 500 Sheet Paper Trays | 643.50 |
| PF-7110 | Dual 1,500 Sheet Paper Trays | 621.05 |
| PF-7120 | 3,000 Sheet Side Large Capacity Tray - Letter | 637.71 |
| Data Security (E) | Data Security (Common Criteria/NIAP certified
Hard Drive Encryption/Overwrite Kit) | 376.98 |
| UG-33 | Upgrade Kit for Thin Print Support | 90.99 |
| UG-34 | Optional Printer Emulation | 363.98 |
| IB-50 | Gigabit EtherNet Board for Dual NIC | 226.84 |
| IB-51 | Wireless LAN NIC (Does not work with Netgard) | 306.13 |
| AK-7100 | Attachment kit for DF-7120/DF-7110 | 72.01 |
| Stand | Copier Cabinet Stand | 122.00 |
| NK-7110 (B) | Numeric Keypad | 54.00 |

* Accessories added after the initial installation will have \$150.00 added to the listed purchase price.

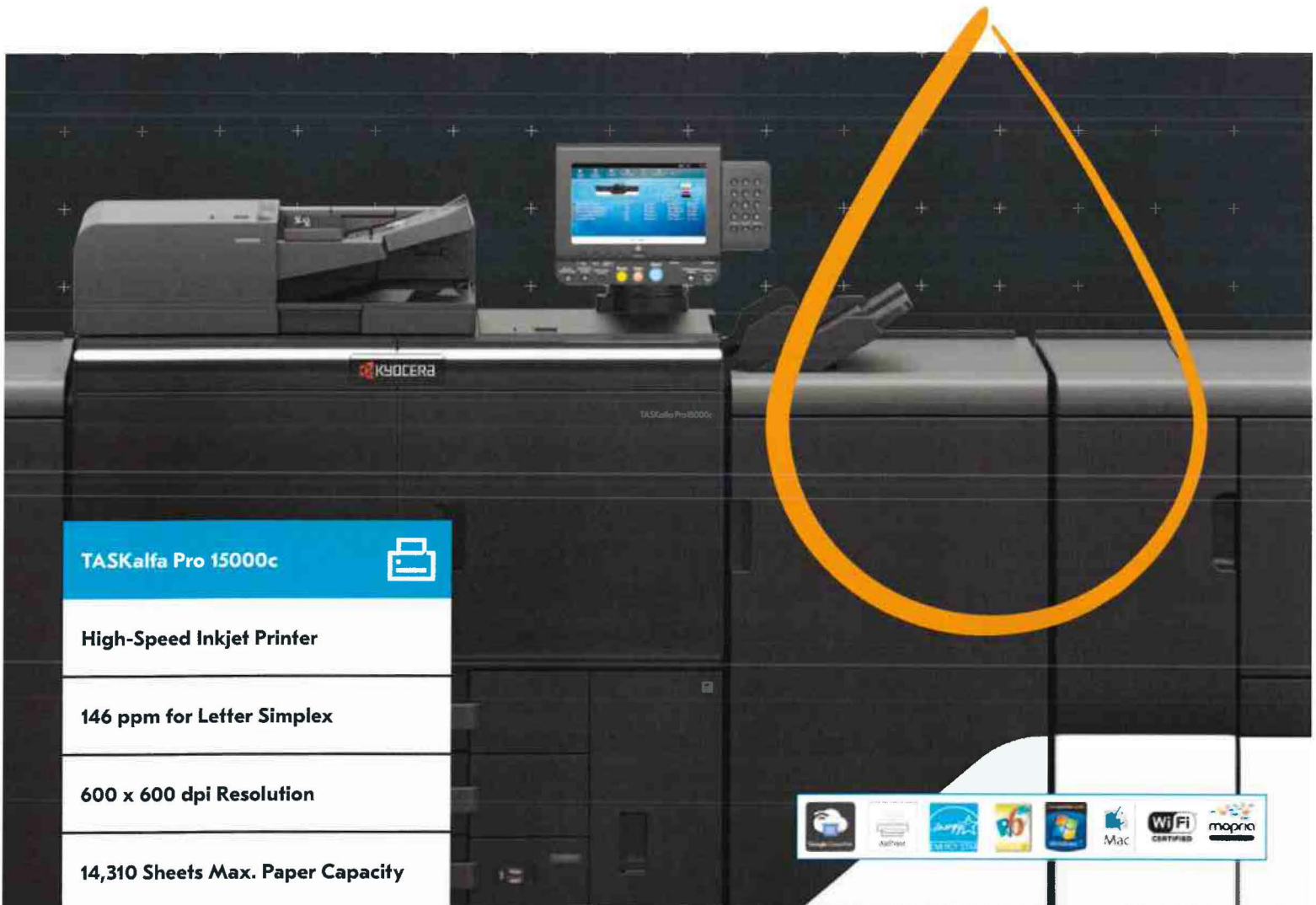
OPEN MARKET MAINTENANCE - Service & Supplies*

Color copy charge is \$0.0488
 Black & White Base Monthly - 23.60 includes 4,000 copies
 Excess Black & White Copy Charge - \$0.0059
 *Includes all parts, drum, labor and all consumable items except staples and paper.



The new reason for your customers to choose inkjet.

The TASKalfa Pro 15000c is more of what your customers want from inkjet printing. It's a cost-efficient, right-sized alternative to conventional printing, ideal for shorter-run, highly variable jobs, yet it's also fast and reliable. Using trusted print head and ink technologies developed by Kyocera, the TASKalfa Pro 15000c delivers standout image stability, as well as consistent output from high-pigment ratio and high-permeability Kyocera inks. Welcome to a new breed of super-fast inkjet production printing from Kyocera.



TASKalfa Pro 15000c 

High-Speed Inkjet Printer

146 ppm for Letter Simplex

600 x 600 dpi Resolution

14,310 Sheets Max. Paper Capacity



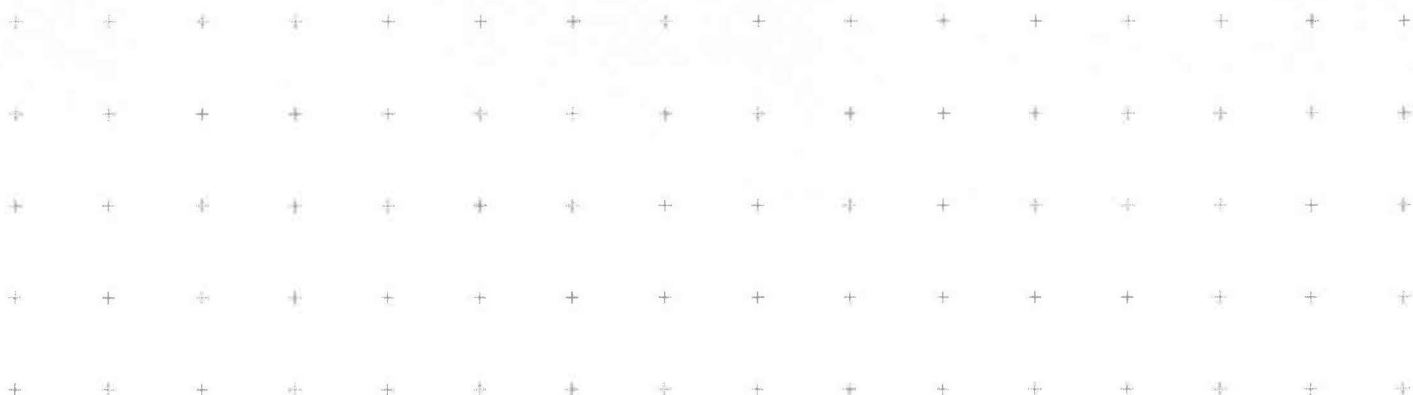


TASKalfa Pro 15000c

Color SFP

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

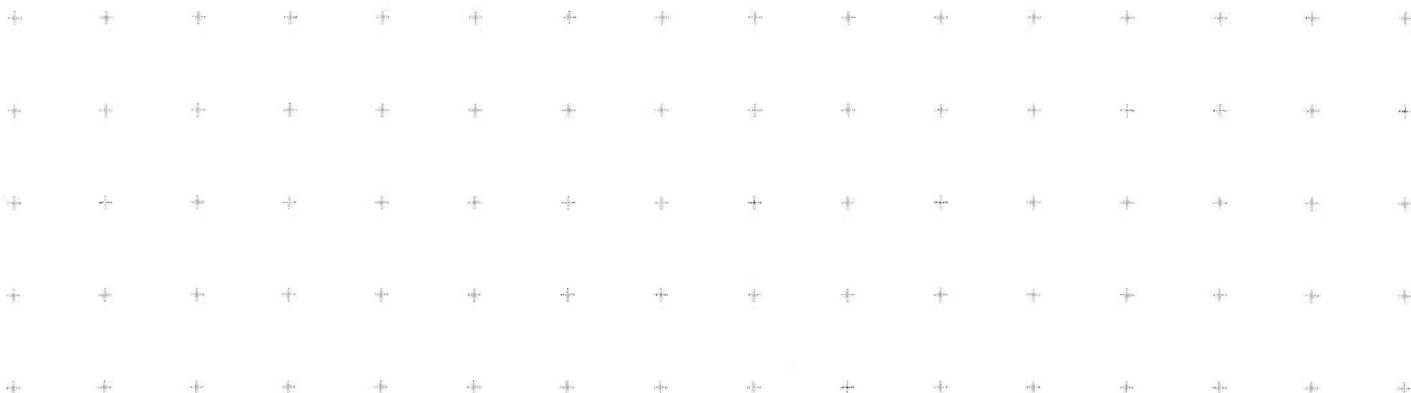
| Model | Description | OMNIA Price |
|------------------------------|---|-------------|
| TASKalfa Pro 15000c | 146/146 PPM Inkjet Production Printer | 199,385.00 |
| Accessories | | |
| PF-9100 | Vacuum Paper Feeder | 14,518.00 |
| PF-9110 | 550 Sheet MP Tray for PF-9100 | 4,100.00 |
| AK-9110 | Bridge Kit for M/F and PF-9100 | 3,464.00 |
| AK-9130 | Bridge Kit for PF-9100 and 2nd PF-9100 | 7,254.00 |
| AK-9140 | Bridge Kit for PF-9100 and PF-9110 | 589.00 |
| DE-9100 | Decurl/Dryer Unit | 6,660.00 |
| ST-9100 | 5,000 Sheet Stacker | 28,650.00 |
| DF-9100 | 100 Sheet Staple Finisher | 7,753.00 |
| BF-9110 | Booklet folding kit for DF-9100 | 3,091.00 |
| AK-9120 | Bridge Kit for ST-9100 and DF-9100 | 12,544.00 |
| PH-7A | Hole Punch Kit for DF-9100 | 301.53 |
| Banner Guide 10 | Oversize Media Tray for M/F | 572.00 |
| Banner Guide 11 | Oversize Media Tray for PF-9110 | 1,825.00 |
| PT-9100 | Oversize Media Output Tray for DF-9100 | 57.00 |
| SL-9100 | Status Indicator Light | 2,064.00 |
| RA Cart 5010 | Roll-Away Cart for ST-9100 | 1,085.00 |
| IF-9100 | Distribution Unit for 3.0L Ink Containers | 14,779.00 |
| Data Security Kit (E) | Data Security Kit (E) | 376.98 |
| Card Reader Holder 11 | Card Reader Holder 11 | 41.60 |
| Finishing Accessories | | |
| Booklet Maker | DBM-350 Booklet Maker | 30,400.00 |
| Trimmer Unit | DBM350T Automatic Setting Face Trimmer | 10,300.00 |
| Bridge Unit | In-Line Bridge | 8,100.00 |
| Duplo PC | Duplo PC with PC Arm | 2,444.00 |
| Booklet Kit | DBM-350 Small Booklet Kit | 410.00 |
| Corner/Side Stitch Kit | DBM-350 Corner/Side Stitch Kit | 520.00 |
| Insert Kit | DBM-350 6-Page Newsletter Insert Kit | 280.00 |
| Square Spine Unit | DSS350 Square Spine Unit | 15,800.00 |
| Stand | Stand for DSS350 Square Spine Unit | 527.00 |
| Stacker | Short Stacker for DSS350 | 900.00 |
| Convertor | D-PORT Convertor | 470.00 |





Printing System 50 for TASKalfa Pro 15000c

| Model | Description | OMNIA Price |
|--|---|-------------|
| EFI Printing System 50 | EFI Controller for TASKalfa Pro 15000c | 26,389.00 |
| EFI Interface Kit 50 | Interface Kit for EFI Printing System 50 | 1,520.00 |
| EFI ES-3000 | EFI Spectrophotometer | 2,161.00 |
| EFI ES-6000 | EFI Spectrophotometer | 11,593.00 |
| CPS V5.X - ES-3000 | Color Profiler Suite V5.X for Printing System 50 | 3,608.00 |
| CPS V5.X - ES-3000 | CPS V5.X - ES-3000 with 3 Years Support | 5,850.00 |
| CPS V5.X - ES-3000 | CPS V5 - ES-3000 with 5 Years Support | 6,963.00 |
| CPS V5.X - Software | CPS V5.X (Software Only) | 2,999.00 |
| CPS V5.X - Software | CPS V5.X (Software Only) with 3 Years Support | 4,319.00 |
| CPS V5.X - Software | CPS V5.X (Software Only) with 5 Years Support | 5,433.00 |
| Upgrade License Kit | CPS Upgrade from v4.X to V5.X | 1,254.00 |
| Upgrade License Kit (Digital Delivery) | CPS Upgrade from v4.X to V5.X (Digital Delivery) | 1,254.00 |
| ES-6000 Bundle | CPS with ES-6000 <3> | 12,174.00 |
| CPS V5.X - ES-6000 | CPS V5.X - ES-6000 with 3 Years Support | 13,414.00 |
| CPS V5.X - ES-6000 | CPS V5 - ES-6000 with 5 Years Support | 14,653.00 |
| Fiery Impose | Job Impositioning Software | 2,653.00 |
| Fiery Compose | Make-Ready Software | 1,167.00 |
| Fiery Impose (Digital Delivery) | Job Impositioning Software (Digital Delivery) | 2,653.00 |
| Fiery Compose (Digital Delivery) | Make-Ready Software (Digital Delivery) | 1,167.00 |
| Fiery JobFlow | Fiery JobFlow with 1 Year Support | 6,812.00 |
| Graphic Arts Package | Premium Edition; Fiery System FS100 and newer | 10,790.00 |
| Fiery JobMaster-Impose | Fiery JobMaster with 1 Year Support | 8,867.00 |
| 22" FACI Furniture Kit | FACI Furniture Kit Option <3> | 3,529.00 |
| 27" FACI Furniture Kit | FACI Furniture Kit Option <4> | 5,294.00 |
| CPS M&S Renewal | 1 Year M&S Renewal for EFI Fiery CPS | 709.00 |
| JobFlow M&S Renewal | 1 Year M&S Renewal for EFI Fiery JobFlow | 1,328.00 |
| JobMaster M&S Renewal | 1 Year M&S Renewal for EFI Fiery JobMaster-Impose | 1,599.00 |





TASKalfa Pro 15000c

Color SFP

Maintenance Parts & Supplies - Trained Customer Replaceable Units

| Description | Yield | OMNIA Price |
|-------------------------------|---------|-------------|
| Waste Ink Container | 1,000K | 42.00 |
| Cleaning Tank Unit | 1,000K | 170.00 |
| Decurl Unit | 3,000K | 1,130.00 |
| Cassette Pickup Assembly | 600K | 59.00 |
| Cassette Retard Assembly | 600K | 54.00 |
| Image Conveying Unit Overhaul | 12,000K | 3,349.00 |
| Cap Assembly Overhaul | 60,000K | 2,136.00 |
| Wipe Blade | 60,000K | 1,068.00 |
| Decurl Unit for DE-9100 | 3,000K | 1,197.00 |

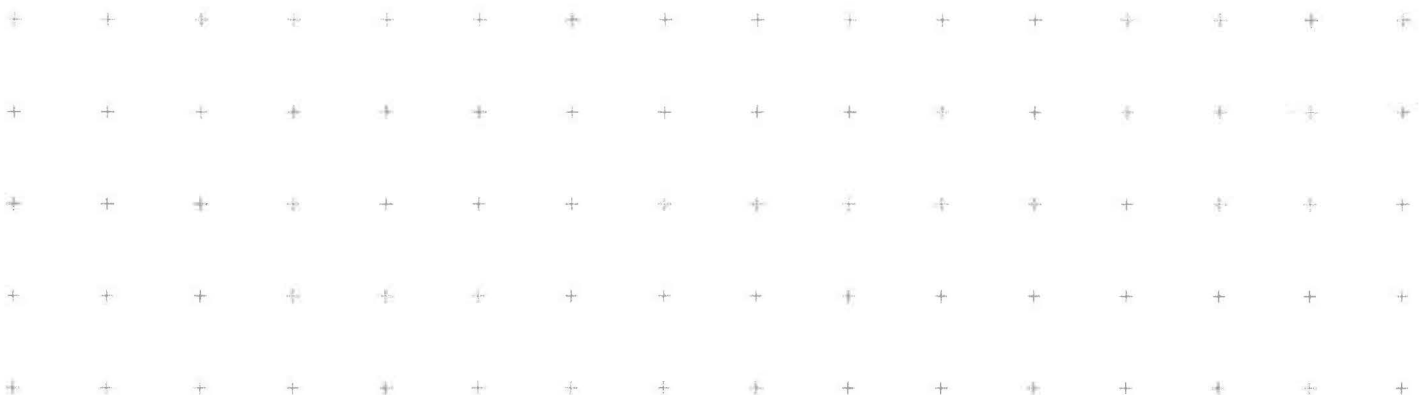
Consumables

| Description | OMNIA Price |
|-------------------------------------|-------------|
| Cyan ink single container (1.3L) | 145.00 |
| Magenta ink single container (1.3L) | 145.00 |
| Yellow ink single container (1.3L) | 145.00 |
| Black ink single container (1.3L) | 120.00 |
| Cyan ink single container (3.0L) | 283.00 |
| Magenta ink single container (3.0L) | 283.00 |
| Yellow ink single container (3.0L) | 283.00 |
| Black ink single container (3.0L) | 236.00 |

Print Head Warranty

| Description | OMNIA Price |
|--|-------------|
| 4 Year Extended Warranty Up to 8 Print Heads | 21,430.00 |

4 Year Extended Warranty for the TASKalfa Pro 15000C Print Head is Required. This applies to the first installation of the TASKalfa Pro 15000c at an end user or Dealer Location.



WIDE FORMAT PRINTER OFFERINGS

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The OMNIA contract includes pricing for special services not listed in the catalog, (service rates outside of normal service hours) which can be viewed in the document section of the OMNIA website:

<http://omniacoop.org/>



KYOCERA WIDE FORMAT PRICING

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--|---|-------------|
| MAINFRAME | | |
| KIP 650 | 2 Roll Color Print System with Top Stacking | 27,952.00 |
| KIP 660 | 2 Roll Color MFP System with Top Stacking | 30,248.00 |
| SUPPLIES and ACCESSORIES | | |
| 600 Series Start-Up Toner | For Installation | 466.00 |
| PDF Format Printing Keycode | Printing Keycode | 694.00 |
| KIP Accounting & Cost Center | Cost Center | 694.00 |
| Cyan Toner | 2 x 500 gram cartridges (1) Case | 183.00 |
| Magenta Toner | 2 x 500 gram cartridges (1) Case | 183.00 |
| Yellow Toner | 2 x 500 gram cartridges (1) Case | 183.00 |
| Black Toner | 2 x 500 gram cartridges (1) Case | 183.00 |
| Waste Toner Receptacles | (4 units) | 76.00 |
| MAINFRAME | | |
| KIP 860 | 2 Roll Color MFP System with Top Stacking | 36,829.00 |
| KIP 870 | 4 Roll Workgroup Color Print System with Top Stacking | 36,829.00 |
| KIP 880 | 4 Roll Color MFP Sys. w/ Top Stacking and 720 CIS Color Scan Station | 42,661.00 |
| KIP 890 | 4 Roll Color Production System with Top Stacking and 2300 CCD Color Scan Station | 49,683.00 |
| SUPPLIES and ACCESSORIES | | |
| 800 Series Start-Up Toner | For Installation | 751.00 |
| 800 Auto Stacker | Auto Stacker | 1,952.00 |
| PDF Format Printing Keycode | Printing Keycode | 913.00 |
| KIP Accounting & Cost Center | Accounting & Cost Center | 694.00 |
| "Removeable Secure Hard Drive Connection Kit(Security Option)" | Removeable Secure Hard Drive Connection Kit | 359.00 |
| Cyan Tone | 2 x 1,000 gram cartridges (1) Case | 337.00 |
| Magenta Toner | 2 x 1,000 gram cartridges (1) Case | 337.00 |
| Yellow Toner | 2 x 1,000 gram cartridges (1) Case | 337.00 |
| Black Toner | 2 x 1,000 gram cartridges (1) Case | 337.00 |
| Waste Toner Receptacles | (4 units) | 76.00 |
| MAINFRAME | | |
| KIP 970 | 4 Roll High Demand Color Print Sys. with Professional Edge Stacker | 52,664.00 |
| KIP 980 | 4 Roll High Demand MFP System with Professional Edge Stacker and 720 CIS Color Scan Station | 56,295.00 |
| KIP 990 | 4 Roll High Demand Color Production System with Professional Edge Stacker and 2300 CCD Color Scan Station | 66,093.00 |
| SUPPLIES and ACCESSORIES | | |
| PDF Format | Printing Keycode | 1,037.00 |
| KIP Accounting & Cost Center | Accounting & Cost Center | 694.00 |
| "Removeable Secure Hard Drive Connection Kit(Security Option)" | Removeable Secure Hard Drive Connection Kit | 359.00 |
| KIP 900 Series Auto Stacker | Auto Stacker | 4,129.00 |
| Cyan Toner | 2 x 1,500 gram cartridges (1) Case | 485.00 |
| Magenta Toner | 2 x 1,500 gram cartridges (1) Case | 485.00 |
| Yellow Toner | 2 x 1,500 gram cartridges (1) Case | 485.00 |
| Black Toner | 2 x 1,500 gram cartridges (1) Case | 607.00 |
| Waste Toner Receptacles | (4 units) | 76.00 |



KYOCERA WIDE FORMAT PRICING

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|--|--|-------------|
| MAINFRAME | | |
| KIP 7171 4D | 1 Roll BW MFP System with CIS Color Scanning | 17,223.00 |
| KIP 7172 4D | 2 Roll BW MFP System with CIS Color Scanning | 19,635.00 |
| KIP 7171 6D | 1 Roll BW MFP System with CIS Color Scanning | 18,658.00 |
| KIP 7172 6D | 2 Roll BW MFP System with CIS Color Scanning | 21,395.00 |
| SUPPLIES and ACCESSORIES | | |
| KIP 1200 Auto Stacker | Auto Stacker | 2,185.00 |
| PDF Format Printing Keycode | Printing Keycode | 943.00 |
| KIP Accounting & Cost Center | Accounting & Cost Center | 694.00 |
| Rear Print Receiving Tray | Print Receiving Tray | 813.00 |
| Original and Print Receiving Tray | Original and Print Receiving Tray | 1,154.00 |
| Common Access Card (CAC) | Identification device used for DoD authentication (Security Option) | 1,995.00 |
| Removable Secure Hard Drive Connection Kit (Security Option) | Removable Secure Hard Drive Connection Kit | 359.00 |
| Black Toner | 2 x 400 gram cartridges (1) Case | 274.00 |
| MAINFRAME | | |
| KIP 7572 10D | 2 Roll BW Workgroup Print System with Top Stacking | 26,038.00 |
| KIP 7574 10D | 4 Roll BW Workgroup Print System with Top Stacking | 28,395.00 |
| KIP 7582 8D | 2 Roll BW MFP System with CIS Color Scanner and Top Stacking | 27,872.00 |
| KIP 7584 8D | 4 Roll BW MFP System with CIS Color Scanner and Top Stacking | 30,295.00 |
| KIP 7582 10D | 2 Roll BW MFP System with CIS Color Scanner and Top Stacking | 31,525.00 |
| KIP 7584 10D | 4 Roll BW MFP System with CIS Color Scanner and Top Stacking | 33,933.00 |
| SUPPLIES and ACCESSORIES | | |
| KIP 1200 Auto Stacker | Auto Stacker | 2,185.00 |
| PDF Format Printing Keycode | Printing Keycode | 1,192.00 |
| KIP Accounting & Cost Center | Accounting & Cost Center | 694.00 |
| Common Access Card (CAC) | Identification device used for DoD authentication (Security Option) | 1,995.00 |
| Removable Secure Hard Drive Connection Kit (Security Option) | Removable Secure Hard Drive Connection Kit | 359.00 |
| Black Toner | 2 x 600 grm cartridges (1) Case | 323.00 |
| MAINFRAME | | |
| KIP 7974 14D | 4 Roll BW Production Print System with Top Stacking | 34,548.00 |
| KIP 7984 14D | 4 Roll BW MFP System with CIS Color Scanner and Top Stacking | 39,318.00 |
| KIP 7994 14D | 4 Roll BW Production System with CCD Color Scanner and Top Stacking (Dual Footprint) | 49,698.00 |
| SUPPLIES and ACCESSORIES | | |
| KIP 1200 Auto Stacker | Auto Stacker | 2,185.00 |
| PDF Format Printing Keycode | Printing Keycode | 2,043.00 |
| KIP Accounting & Cost Center | Accounting & Cost Center | 694.00 |
| Common Access Card (CAC) | Identification device used for DoD authentication (Security Option) | 1,995.00 |
| Removable Secure Hard Drive Connection Kit (Security Option) | Removable Secure Hard Drive Connection Kit (Security Option) | 359.00 |
| Black Toner | 2 x 700 gram cartridges (1) Case | 607.00 |



KYOCERA WIDE FORMAT PRICING

Includes Delivery and Installation. Lease Rates are available, contact your National Account Manager.

| Model | Description | OMNIA Price |
|---|---|-------------|
| MAINFRAME | | |
| KIP 2300 CCD Scanner | Includes System K Image Pro software for Color and B&W scan to file (PC and Monitor NOT included) | 17,881.00 |
| KIP 720 CIS Scanner | Includes System K Image Pro software for Color and B&W scan to file (PC and Monitor NOT included) | 8,723.00 |
| SUPPLIES and ACCESSORIES | | |
| Scanner stand for KIP 2300 and 720 Scanners | Scanner stand for KIP 2300 and 720 Scanners | 1,147.00 |
| KIP 720 Rear Original Stacking Tray | Rear Original Stacking Tray | 175.00 |
| ADDITIONAL SUPPLIES and ACCESSORIES | | |
| KIPFold 2800 | For KIP 71 Series Systems | 33,204.00 |
| KIPFold 2800 | For KIP 75 Series Systems | 33,204.00 |
| KIPFold 2800 | For KIP 79 Series Systems | 33,204.00 |
| KIPFold 2800 | For KIP 800 Series Systems | 33,204.00 |
| KIPFold 2800 | For KIP 900 Series Systems | 33,204.00 |
| KIPFold 2800 Option: | Extended length fan fold for document lengths in excess of 17 feet via keycode | 4,586.00 |
| KIPFold 1600 | Portable Stand-alone Folder | 12,305.00 |
| MapFold 10CM | Map Folder | 1,066.00 |
| KIPFold 1700 | For KIP 71 Series Systems | 18,459.00 |
| KIPFold 1700 | For KIP 75 Series Systems | 18,459.00 |
| KIPFold 1700 | For KIP 79 Series Systems | 18,459.00 |
| KIPFold 1700 | For KIP 800 Series Systems | 18,459.00 |
| KIPFold 1700 | Extended Length FanFold | 1,163.00 |
| KIPFold 1800 | For KIP 71 Series Systems | 30,527.00 |
| KIPFold 1800 | For KIP 75 Series Systems | 30,527.00 |
| KIPFold 1800 | For KIP 79 Series Systems | 30,527.00 |
| KIPFold 1800 | For KIP 800 Series Systems | 30,527.00 |
| KIPFold 1800 | Offline Feed Table | 2,091.00 |
| KIP FOLD 2800 | MapFold 10CM | 4,264.00 |
| KIP FOLD 2800 | Roll Tray Fan Kit | 631.00 |
| KIPFold 2800 w/Tab | For 71 Series Systems | 40,350.00 |
| KIPFold 2800 w/Tab | For 75 Series Systems | 40,350.00 |
| KIPFold 2800 w/Tab | For 79 Series Systems | 40,350.00 |
| KIPFold 2800 w/Tab | For 800 Series Systems | 40,350.00 |
| KIPFold 2800 w/Tab | For 900 Series Systems | 40,350.00 |
| 111 mm White Plastic Tabs | (5 Rolls) | 932.00 |
| 134 mm White Plastic Tabs | (5 Rolls) | 932.00 |

SERVICE AGREEMENTS

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Kyocera / OMNIA Service Level Agreement

A. End-User Training

- 1) Included with each installed non-desktop Products is an initial on-site, one-hour training session at the Purchasing Entity's location. Included with each drop-shipped or desktop Products, is an hour, no charge, web-based, or on-line training session.
- 2) If Purchasing Entity elects to exercise the training option, the training will be provided within ten (10) Business Days of Purchasing Entity's request.
- 3) Kyocera offers an additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, will be negotiated with the Purchasing Entity prior to Order placement.
- 4) Kyocera will provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, will be disclosed to the Purchasing Entity prior to Order placement.
- 5) Kyocera provides Product literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.
- 6) Kyocera provides a toll-free or local end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting. Technical support will be available during Normal Business Hours local time. The support line will either be provided by Kyocera directly or through a Kyocera authorized service provider.
- 7) Kyocera will provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance. The support line will either be provided by Kyocera directly or through a Kyocera authorized service provider.

B. Preventative Maintenance.

- 1) Kyocera will perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.
- 2) The Preventative Maintenance will either be provided by Kyocera directly or through a Kyocera authorized service provider

C. Equipment Performance

- 1) Equipment Downtime shall be computed from the time the Awarded Vendor is notified of Equipment failure until the time in which the Equipment is fully operational.
- 2) Kyocera guarantees that the fleet of Devices for each Purchasing Entity will be operational at least 96% of the time, during Normal Business Hours.
- 3) Kyocera or its authorized service provider will provide daily communication to the Purchasing Entity regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.



D. Loaner Equipment

If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Kyocera, then Kyocera or its authorized servicing entity shall provide the Purchasing Entity with a loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are operable.

- 1) Kyocera shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.
- 2) Kyocera is responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- 3) Repair parts may be new, reconditioned, reprocessed or recovered.

E. Service Zones

Unless otherwise specified in a Participating Addendum, Kyocera or its authorized service providers shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

| Service Zone | Definition | Response Time |
|--------------|------------|---------------|
| 1 | 0-50 Miles | 4-6 hrs. |

Beyond 50 miles from the local servicing entity, response times may vary, and additional open market travel related expenses may apply.

Repair or replacement of parts and/or Devices shall occur within two (2) Business Days of Kyocera or its authorized service provider arriving at Purchasing Entity's location, with the following exception:

If a new Device is being dropped shipped to replace a defective Device, then the Purchasing Entity must receive the new Device within three (3) Business Days.

F. Equipment Relocation

Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment and will be charged on an open market basis on a per transaction basis.

**National/Government Account Program**

225 Sand Road
Fairfield, NJ 07004-0008
Phone: (973) 461-4297
Fax: (973) 882-4411

SERVICE MAINTENANCE AGREEMENT**BILL TO LOCATION:**

Customer Name:

Address:

City, State, Zip:

E-mail:

☐ **MFP/PRINTERS ALL INCLUSIVE MAINTENANCE:****(INCLUDES SUPPLIES)**

Color and Black & White Devices. Includes Labor, Parts, Drums
Toner. (Does not include Paper or Staples)

☐ **MFP/PRINTER ALL INCLUSIVE MAINTENANCE:****(NO SUPPLIES INCLUDED)**

Color and Black & White Devices. Includes Labor, Parts
& Drums only.

☐ **PRINTER MAINTENANCE PLAN:**

Includes all Parts & Labor. Maintenance Kits & Paper
are not included.

☐ **OTHER PLAN (w/ explanation):****SERVICE LOCATION:**

Customer Name:

Address:

City, State, Zip:

Phone:

Fax:

Key Operator:

E-mail:

Servicing Dealer/KDA Branch:

Billing Type:☐ Quarterly Billing/Overage Plan☐ Monthly Billing/Overage Plan

Install Date: ____/____/____

Contract Start Date: ____/____/____

Contract End Date: ____/____/____

(After the end date, contracts will be renewed on same billing program.)

(For future acquisitions of contracted products under a KDA National Account Pricing Agreement please attached list of models and service rates.)

| PRODUCTS
(Model Number) | SERIAL NUMBER | MINIMUM CHARGE | YEARLY/MONTHLY
COPIES INCLUDED | EXCESS COPY
CHARGES | STARTING
METER READING |
|----------------------------|---------------|----------------|-----------------------------------|------------------------|---------------------------|
|----------------------------|---------------|----------------|-----------------------------------|------------------------|---------------------------|

* PLEASE INCLUDE TAX WHERE APPLICABLE. * THIS AGREEMENT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE.

CUSTOMERS SIGNATURE

DATE

KYOCERA SIGNATURE

DATE

PRINTED NAME & TITLE OF PERSON SIGNING

PRINTED NAME & TITLE OF PERSON SIGNING

NOT VALID UNTIL PAID IN FULL AND SIGNED BY AN AUTHORIZED KYOCERA REPRESENTATIVE



Maintenance Agreement Terms and Conditions

1. Kyocera Document Solutions America, Inc. or an Authorized Kyocera Dealer (both referred to herein as "KDA") will provide full maintenance service for the copiers, printers, multi-functional machines and related accessories (referred to as "Products") described on the front of this Agreement. KDA will provide preventative maintenance calls in conjunction with regular or emergency service calls for the Products.
2. On a monthly Billing Plan the Customer is billed each month with a Minimum Charge and an Excess Copy Charge based upon the number of copies made on the Products. Unless specifically stated on the front of this Agreement, paper, and staples, are excluded.
3. Some Products may be connected to an automatic meter reading device which will report the number of copies made each year on an Annual Billing Plan or each month on a Monthly Billing Plan and upon which invoices will be based. If an automatic meter reading device is not installed or fails to report properly, Customer shall provide KDA by telephone with the actual meter reading on the last business day of each one year period on an Annual Billing Plan or each calendar month on a Monthly Billing Plan. KDA may estimate the number of copies used if such reading is not received by KDA. The estimated Copy Charge shall be adjusted upon receipt of actual reading.
4. If toner and toner disposal tanks are elected to be included in the service provided under the Agreement, KDA will provide KDA brand toner and toner disposal tanks to the customer, based upon normal yield. If Customer's usage of supplies exceed the normal yields for the copier being serviced by more than 15%, KDA will invoice and Customer agree to pay, for the excess supplies at KDA's current retail prices then in effect. Any toner in storage at the Customer location is the property of KDA and KDA's representative may take an inventory periodically during normal business hours, at KDA's discretion.
5. Service calls under this Agreement will be made by KDA during KDA's normal business hours. Customer must provide adequate space for operation and maintenance of the Products and reasonable storage space for supplies to be used with the Products. Customer agrees to provide for the Products adequate electricity (including if necessary a dedicated 220v/20 amp wall outlet of 110v/15 amp or 20 amp wall outlet based on electrical wiring specification of Products), non-dedicated analog telephone line for an automatic meter reading device (with proper connection such as RJ-11 telephone connector) within seven feet of copier. The telephone line must not have any special features, such as "call waiting" and must be capable of making an outside long distance call.
6. During the term of this Agreement, KDA will provide without charge, replacement parts for parts which have been worn or broken through normal use. All other parts furnished will be billed to Customer at KDA's published parts prices in effect at the time such parts are sold.
7. If any Product is moved to location which is significantly further from KDA servicing location than the original location, KDA may elect to discontinue the service and refund the Maintenance Agreement price on a pro-rata basis less a 20% administrator fee, or KDA may charge an additional fee for the continuation of this Maintenance Agreement.
8. This Agreement will not apply to service made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, power surges, low or high voltage in the electrical line, fire, water or other casualty, or to repair made necessary as a result of either service by personnel other than KDA personnel or the used of supplies or parts not meeting KDA's published specifications. KDA will charge customer for repairs and parts, due to the foregoing, at the prices in effect when such service work is performed.
9. When service work beyond the scope of this Agreement is required, KDA will submit a cost estimate for such service work. If such service work is authorized by the Customer, a separate invoice will be rendered.
10. This Agreement covers only the Products listed on the front of this Agreement and does not include any Products, equipment or accessories not listed.
11. This Agreement may not be assigned by the Customer.
12. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any government authority shall be timely paid by the Customer.
13. If Customer defaults in any payments under this Agreement, then KDA shall be entitled to all expenses of collection, including reasonable attorney's fees, whether or not suit is brought, plus an interest and finance charge of 1% per month (12% per annum) or the maximum allowed by law, whichever is less, on the unpaid balance.
14. This Agreement constitutes the entire agreement between the Customer and KDA with respect to KDA's service. This Agreement shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect to KDA's service, or any oral representative made by any KDA representative.
15. This Agreement shall remain in full force and effect for successive Coverage Periods, but may be terminated at any time after the initial Coverage Period by either party on thirty (30) days prior written notice to the other party. The Maintenance Agreement price for the new period may be increased to reflect the age of the equipment or increased costs to KDA. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. KDA reserves the right not to renew this Agreement for specific Products if in KDA's sole discretion it believes a Product service overhaul is required.

SOFTWARE OFFERINGS



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TASKalfa 7054ci/6054ci/5054ci/4054ci

EFI FIERY Controller* Optional Software for Printer System(17)

| MODEL | DESCRIPTION | OMNIA PRICE |
|---|---|-------------|
| Optional Software for Printer System(17) | | |
| EFI Printing System 17 | EFI Fiery Controller- Printing System 17
TASKalfa 7054ci, 6054ci, 5054ci, 4054ci | 4,540.00 |
| EFI Interface Kit 15 (B) | Interface Kit for EFI Printing System 17 | 746.00 |
| EFI ES-3000 | EFI Spectrophotometer | 1,951.00 |
| CPS V5.X - ES-3000 | Color Profiler Suite V5.X for Printing System 50 | 3,256.00 |
| CPS V5.X - ES-3000 | CPS V5.X - ES-3000 with 3 Years Support | 5,281.00 |
| CPS V5.X - ES-3000 | CPS V5 - ES-3000 with 5 Years Support | 6,286.00 |
| CPS V5.X - Software | CPS V5.X (Software Only) | 2,707.00 |
| CPS V5.X - Software | CPS V5.X (Software Only) with 3 Years Support | 3,899.00 |
| CPS V5.X - Software | CPS V5.X (Software Only) with 5 Years Support | 4,904.00 |
| Fiery Impose (Digital Delivery) | Job Impositioning Software (Digital Delivery) | 2,394.00 |
| Fiery Compose (Digital Delivery) | Make-Ready Software (Digital Delivery) | 1,053.00 |
| CPS Support
and Maintenance Contract | 1 Year EFI Color Profiler Kit Support | 400.00 |
| EFI Hot Folder & Virtual Printer | EFI Hot Folder & Virtual Printer | 995.00 |

Note: All Solution Software for Printing System(17) require Printing System(17)

TASKalfa 7353ci/8353ci

EFI FIERY Controller* Optional Software for Printer System(16)

| MODEL | DESCRIPTION | OMNIA PRICE |
|---|--|-------------|
| Optional Software for Printer System(16) | | |
| Printing System 16**** | EFI fiery Controller for TASKalfa 8353ci/7353ci | 9,890.00 |
| Printing System Interface Kit 15 | Interface Kit for Printing System (15),
Includes mounting Kit and circuit board | 750.00 |
| CPS Support
and Maintenance Contract | 1 Year EFI Color Profiler Kit Support | 400.00 |
| EFI Hot Folder & Virtual Printer | EFI Hot Folder & Virtual Printer (For printing System (16) | 995.00 |
| CPS V5 - ES-3000 | Color Profiler Suite V5 for Printing System 15 <1> | 3,400.00 |
| CPS V5 - ES-3000 | CPS V5 - ES-3000 with 3 Years Support <1> | 3,100.00 |
| CPS V5 - ES-3000 | CPS V5 - ES-3000 with 5 Years Support <1> | 3,900.00 |
| CPS M&S Contract | 1 Year Maintenance & Support for CPS V5 | 400.00 |
| CPS V5 - Software | CPS V5 (Software Only) | 2,300.00 |
| CPS V5 - Software | CPS V5 (Software Only) with 3 Years Support | 3,100.00 |
| CPS V5 - Software | CPS V5 (Software Only) with 5 Years Support | 3,900.00 |
| Hot Folder & Virt. Print. | Hot Folder & Virtual Printer | 995.00 |
| SeeSequence Impose
(Digital Delivery) | SeeSequence Impose (Digital Delivery) | 2,500.00 |
| SeeSequence Compose
(Digital Delivery) | SeeSequence Compose (Digital Delivery) | 5,300.00 |
| SeeSequence Suite | SeeSequence Suite [Impose + Compose] | 1,100.00 |
| Productivity Package | Automate Job Processes - Productivity & Right Color | 3,000.00 |

Note: All Solution Software for Printing System(16) require Printing System(16)

| PRODUCT | DESCRIPTION | PRICE |
|---|--|------------------------|
| <i>"Software Note: Some software may require a Statement of Work in order to determine the type and number of user and device licenses and the professional services hours needed to install the software."</i> | | |
| Software/Installation/Hour | Installation of Software for Kyocera Devices | OMNIA: \$150.00 |
| AccuSender Fax | AccuSender Fax is a business application that enables users to send scanned documents as faxes directly from your KYOCERA MFP. Through integration with most popular fax servers on the market, users simply scan a hardcopy document or select one from stored archives, configure it as an attachment to an e-mail message, and use the recipient's fax number as the e-mail address. The fax server translates the attachment, which is then processed as an incoming fax by the recipient's fax machine. | OMNIA: \$199.00 |
| Exchange Connector | Kyocera's Exchange Connector enables the user to securely send e-mails using their Microsoft® Exchange account directly at the Kyocera MFP. It simplifies scanning and sending electronic documents to the recipient, while leveraging audit trail features of Microsoft Exchange for security and compliance purposes. | OMNIA: \$260.00 |
| HomePOINT Advanced | KYOCERA HomePOINT Advanced at the MFP, allows you to scan and send documents to your network home folder or sub-folder within it. In addition, KYOCERA HomePOINT Advanced allows you to browse through sub-folders within your network home folder, create new sub-folders and even access and print PDF documents that are already in your home folder – eliminating the need use your PC or workstation to complete the task. For a more streamlined experience, KYOCERA HomePOINT Advanced enables you to use your HID card to login to the application. | OMNIA: \$242.00 |
| PanelPlus | Easily customize the scanning features right on the control panel of your MFPs to maximize an organization's document imaging efficiency. PanelPlus can boost your workflow performance via task-focused, pre-programmed "one-touch" buttons for scan to e-mail, scan to SMB (PC) or scan to FTP destinations creating a more streamlined environment. You choose the settings you want to see on your control panel. It's your panel, your way. | OMNIA: \$44.00 |
| PinPoint Scan 3 | "With Kyocera's PinPoint Scan application, scanning to your PC or MAC from your network connected MFPs becomes as easy as scanning from a desktop scanner but with the added speed, security and versatility Kyocera MFPs provide. With one easy-to-install application, your employees will have their own personalized scanning solution designed to fit their unique workflow needs. Personalized scanning destinations can be easily created and managed without the need for IT intervention. These destinations then become simple one-touch buttons on the MFP control panel. When employees want to scan a document, all they have to do is access the PinPoint Scan 3 application on the KYOCERA MFP, enter their pin code, select a destination, and they're ready to go!" | OMNIA: \$319.00 |
| Card Auth. Kit(B)
TWN4 MultiTech-P DT-U45-b | Card Authentication Kit(B) with TWN4 MultiTech-P DT-U45-b, Handles over 60 different technologies including the HID i-Class card's UID. Includes NFC(Near field communications). | OMNIA: \$300.00 |
| Card Auth. Kit(B)
TWN4 MultiTech-PI DT-U45-b | Card Authentication Kit(B) with TWN4 MultiTech- PI DT-U45-b, Includes all that the TWN4-P reader does, but has the added ability to read the PAC(Physical Access Code) of a HID i-Class card. | OMNIA: \$343.00 |
| Card Auth. Kit(B) TWN4 MultiTech
LEGIC 42 DT-U20-b | Card Authentication Kit (B) with TWN4 MultiTech LEGIC 42 DT-U20-b, Supports (Legic only) 40 card types- can be configured. | OMNIA: \$304.00 |
| Card Auth. Kit(B) TWN4 MultiTech
LEGIC 42-P DT-U20-b | Card Authentication Kit (B) with TWN4 MultiTech LEGIC 42-P DT-U20-b, Includes all that the TWN4 LEGIC 42 does, but has 10 additional technologies. | OMNIA: \$350.00 |
| TCPCov 2 Kit US
(Net2USB V2) | Allows for card based authentication, and print release on legacy MFP's and printers that do not support USB card readers. They may be single function printers, and have no way of authenticating or no USB ports | OMNIA: \$207.00 |

| PRODUCT | DESCRIPTION | PRICE |
|-------------------------------------|--|--------------------------|
| OpenText Alchemy Connector | With Kyocera's OpenText Alchemy Connector, users can easily convert paper documents to digital files, where they can be imported into Alchemy without any special middleware or server add-ons. This seamless, direct link facilitates the ability to perform activities across all aspects of a document's life cycle: capture, store, share, revise, retain or dispose. The application leverages your existing Alchemy investment, while improving process transparency and adherence to regulatory requirements. | OMNIA: \$365.00 |
| PreservDOX | Schools. Hospitals. Law firms. Every organization has documents it can't afford to lose. That's why Kyocera created PreservDOX™. If events occur that force your network resources to go down, this powerful business application provides you with an additional layer of protection that goes beyond conventional backup routines. Critical documents can be saved to a designated synched folder at your PC, and automatically routed to your predefined Kyocera HyPAS®-enabled MFP for safe keeping and immediate access. To protect confidentiality of the routed files, PIN codes are assigned to each folder – eliminating unauthorized access to the data. | OMNIA: \$295.00 |
| Google Connector | Kyocera's Google Connector is a business application that enables end users to access their Gmail and Google Calendars. Users have the ability to view and print their e-mails as well as print and send attachments. Kyocera's Google Connector also enables a user to print out monthly calendars including events. | OMNIA: \$100.00 |
| Cloud Connect | Single License - per device | OMNIA: \$0.00 |
| Microsoft Connector | Single License - per device <1><2><3> | OMNIA: \$250.00 |
| ShareBase Connector | Single License - per device <1><2> | OMNIA: \$250.00 |
| OnBase Connector | Single License - per device <1><2> | OMNIA: \$250.00 |
| Square 9 Connector | Single License - per device <1><2> | OMNIA: \$250.00 |
| DocuWare Connector | Single License - per device <1><2> | OMNIA: \$250.00 |
| Microsoft Connector Pro | Single License - adds OmniPage OCR | OMNIA: \$500.00 |
| RightFax Embedded | Single License - per device | OMNIA: \$250.00 |
| XMediusFax Connector | Single License - per device | OMNIA: \$250.00 |
| AccuSender Biscom | Single License - per device | OMNIA: \$286.00 |
| AccuSender SendSecure | Single License - per device | OMNIA: \$442.00 |
| DMConnect | "DMConnect is a cost effective document capture and distribution application that streamlines processes throughout the document life cycle." | OMNIA: \$776.00 |
| DMConnect | DMConnect Pro powered by Nuance | OMNIA: \$1,810.00 |
| DMConnect Page Pack (50K) | Basic Page Pack (50K Pages per Year) | OMNIA: \$1,000.00 |
| DMConnect Page Pack (50K) | PRO Page Pack (50K Pages per Year) | OMNIA: \$2,000.00 |
| DMConnect Page Pack (250K) | PRO Page Pack (250K Pages per Year) | OMNIA: \$8,000.00 |
| DMConnect User Licenses | User License Pack (10 Users per Year) | OMNIA: \$1,200.00 |
| "DMConnect powered by OmniPage OCR" | "DMConnect includes Nuance OmniPage OCR software DMConnect is a cost effective document capture and distribution application that streamlines processes throughout the document life cycle." | OMNIA: \$1,219.00 |
| CentraQ Single License | CentraQ allows users to send a file to a designated print queue then access and print that job from any supported Kyocera device in the network—right from it's touchscreen (Single License) | OMNIA: \$277.00 |

| PRODUCT | DESCRIPTION | PRICE |
|------------------------------------|--|---------------------------|
| "CentraQ4-Pack License" | "CentraQ allows users to send a file to a designated print queue then access and print that job from any supported Kyocera device in the network—right from it's touchscreen.(4-Pack License)." | OMNIA: \$1,105.00 |
| "CentraQ10-Pack License" | "CentraQ allows users to send a file to a designated print queue then access and print that job from any supported Kyocera device in the network—right from it's touchscreen.(10-Pack License)." | OMNIA: \$2,722.00 |
| CentraQ Pro Single License | CentraQ Pro contains all features of CentraQ plus tracking and reporting the output of all KYOCERA MFPs and Printers that are integrated with the application. (Single License). | OMNIA: \$362.00 |
| CentraQ Pro 4-Pack License | "CentraQ Pro contains all features of CentraQ plus tracking and reporting the output of all KYOCERA MFPs and Printers that are integrated with the application.(4-Pack License)." | OMNIA: \$1,451.00 |
| CentraQ Pro 10-Pack License | "CentraQ Pro contains all features of CentraQ plus tracking and reporting the output of all KYOCERA MFPs and Printers that are integrated with the application.(10-Pack License)." | OMNIA: \$3,626.00 |
| CentraQ Pro 40-Pack License | "CentraQ Pro contains all features of CentraQ plus tracking and reporting the output of all KYOCERA MFPs and Printers that are integrated with the application.(40-Pack License)." | OMNIA: \$14,506.00 |
| Teaching Assistant | Streamlined Test Printing and Grading | OMNIA: \$899.00 |
| Tiered Color Monitor | 3-Tier Meter Count Solution | OMNIA: \$120.00 |
| KNMP 1 device Server license | Server license for 1 device | OMNIA: \$112.00 |
| KNMP 4 device Server license | Server license for 4 devices | OMNIA: \$416.00 |
| KNMP 10 device licenses | KNM Server Licenses | OMNIA: \$976.00 |
| KNMP 20 device licenses | KNM Server Licenses | OMNIA: \$1,952.00 |
| KNMP Unlimited device licenses | KNM Server Licenses | OMNIA: \$3,169.33 |
| KNMP 1 device SW MNT | Server license Maintenance for1 device | OMNIA: \$22.00 |
| KNMP 4 device SW MNT | Server Maintenance | OMNIA: \$84.00 |
| KNMP 10 device SW MNT | Server Maintenance | OMNIA: \$197.33 |
| KNMP 20 device SW MNT | Server Maintenance | OMNIA: \$394.67 |
| KNMP Unlimited device SW MNT | Server Maintenance | OMNIA: \$634.67 |
| KNMP E-Terminal Lite 1 pc license | Device license | OMNIA: \$216.00 |
| KNMP E-Terminal Lite 4 pc license | Terminal Lites | OMNIA: \$832.00 |
| KNMP E-Terminal Lite 10 pc license | Terminal Lites | OMNIA: \$2,012.00 |
| KNMP E-Terminal 1 pc license | Device license for 1 HyPAS device | OMNIA: \$424.00 |
| KNMP E-Terminal 4 pc license | Embedded Terminals | OMNIA: \$1,664.00 |



KYOCERA Document Solutions America, Inc.
National Account Sales

<https://usa.kyoceradocumentsolutions.com/>

| PRODUCT | DESCRIPTION | PRICE |
|-------------------------------------|---|-------------------|
| KNMP E-Terminal 10 pc license | Embedded Terminals | OMNIA:\$4,024.00 |
| KNMP E-Terminal 20 pc license | Embedded Terminals | OMNIA:\$7,482.67 |
| KNMP E-Terminal 40 pc license | Embedded Terminals | OMNIA:\$12,704.00 |
| KNMP E-Terminal 100 pc license | Embedded Terminals | OMNIA:\$30,738.67 |
| KNMP Lite to E-Terminal Upgrade 1pc | Lite Terminal Upgrade | OMNIA:\$293.33 |
| KNMP E-Terminal/Lite 1 pc SW MNT | Device license Maintenance for 1 device | OMNIA: \$47.00 |
| KNMP E-Terminal/Lite 4 pc SW MNT | Terminal Maintenance | OMNIA: \$184.00 |
| KNMP E-Terminal/Lite 10 pc SW MNT | Terminal Maintenance | OMNIA: \$444.00 |
| KNMP E-Terminal/Lite 20 pc SW MNT | Terminal Maintenance | OMNIA: \$888.00 |
| KNMP E-Terminal/Lite 40 pc SW MNT | Terminal Maintenance | OMNIA: \$1,712.00 |
| KNMP E-Terminal/Lite 100 pc SW MNT | Terminal Maintenance | OMNIA: \$4,101.33 |
| KNMP VMHA license | Extended License | OMNIA: \$984.00 |
| KNM Job Archiving license | Extended License | OMNIA: \$0.00 |
| KNM Job Privacy license | Extended License | OMNIA: \$0.00 |

| PRODUCT | DESCRIPTION | PRICE |
|---|---|------------|
| MyQ Enterprise Edition | | |
| <i>Accounting & reporting, authentication, print& follow, mobile print, personalized workflows, & device management</i> | | |
| MyQ X Enterprise License (1-9 pcs) | | \$380.00 |
| MyQ X Enterprise License (10-39 pcs) | | \$345.00 |
| MyQ X Enterprise License (40-99 pcs) | | \$288.00 |
| MyQ X Enterprise License (100+ pcs) | | \$230.00 |
| SW Assurance per Device (Enterprise Edition) | | |
| <i>Accounting & reporting, authentication, print& follow, mobile print, personalized workflows, & device management</i> | | |
| MyQ X Enterprise Assurance 1Y (1-9 pcs) | | \$76.00 |
| MyQ X Enterprise Assurance 1Y (10-39 pcs) | | \$69.00 |
| MyQ X Enterprise Assurance 1Y (40-99 pcs) | | \$58.00 |
| MyQ X Enterprise Assurance 1Y (100+ pcs) | | \$46.00 |
| MyQ X Enterprise Assurance 2Y (1-9 pcs) | | \$152.00 |
| MyQ X Enterprise Assurance 2Y (10-39 pcs) | | \$138.00 |
| MyQ X Enterprise Assurance 2Y (40-99 pcs) | | \$115.20 |
| MyQ X Enterprise Assurance 2Y (100+ pcs) | | \$92.00 |
| MyQ X Enterprise Assurance 3Y (1-9 pcs) | | \$172.00 |
| MyQ X Enterprise Assurance 3Y (10-39 pcs) | | \$156.00 |
| MyQ X Enterprise Assurance 3Y (40-99 pcs) | | \$130.00 |
| MyQ X Enterprise Assurance 3Y (100+ pcs) | | \$104.00 |
| MyQ X Enterprise Assurance 4Y (1-9 pcs) | | \$228.00 |
| MyQ X Enterprise Assurance 4Y (10-39 pcs) | | \$207.00 |
| MyQ X Enterprise Assurance 4Y (40-99 pcs) | | \$172.80 |
| MyQ X Enterprise Assurance 4Y (100+ pcs) | | \$138.00 |
| MyQ X Enterprise Assurance 5Y (1-9 pcs) | | \$286.00 |
| MyQ X Enterprise Assurance 5Y (10-39 pcs) | | \$259.00 |
| MyQ X Enterprise Assurance 5Y (40-99 pcs) | | \$217.00 |
| MyQ X Enterprise Assurance 5Y (100+ pcs) | | \$173.00 |
| Ultimate Edition - with ScannerVision Integration | | |
| <i>Accounting & reporting, authentication, print& follow, mobile print, personalized workflows, & device management</i> | | |
| MyQ X Ultimate License (1-9 pcs) | | \$760.00 |
| MyQ X Ultimate License (10-39 pcs) | | \$690.00 |
| MyQ X Ultimate License (40-99 pcs) | | \$576.00 |
| MyQ X Ultimate License (100+ pcs) | | \$460.00 |
| Hotfolder, FTP, & Email Capture License | Hotfolder, FTP, & Email Capture License | \$1,840.00 |
| Additional Document Processor License | Additional Document Processor License | \$368.00 |
| SW Assurance per Device (Ultimate Edition) | | |
| <i>Accounting & reporting, authentication, print& follow, mobile print, personalized workflows, & device management</i> | | |
| MyQ X Ultimate Assurance 1Y (1-9 pcs) | | \$152.00 |
| MyQ X Ultimate Assurance 1Y (10-39 pcs) | | \$138.00 |
| MyQ X Ultimate Assurance 1Y (40-99 pcs) | | \$116.00 |
| MyQ X Ultimate Assurance 1Y (100+ pcs) | | \$92.00 |
| MyQ X Ultimate Assurance 2Y (1-9 pcs) | | \$304.00 |
| MyQ X Ultimate Assurance 2Y (10-39 pcs) | | \$276.00 |
| MyQ X Ultimate Assurance 2Y (40-99 pcs) | | \$232.00 |
| MyQ X Ultimate Assurance 2Y (100+ pcs) | | \$184.00 |
| MyQ X Ultimate Assurance 3Y (1-9 pcs) | | \$344.00 |
| MyQ X Ultimate Assurance 3Y (10-39 pcs) | | \$312.00 |
| MyQ X Ultimate Assurance 3Y (40-99 pcs) | | \$260.00 |
| MyQ X Ultimate Assurance 3Y (100+ pcs) | | \$208.00 |



| PRODUCT | DESCRIPTION | PRICE |
|---|--|---------------------------|
| MyQ X Ultimate Assurance | | |
| MyQ X Ultimate Assurance 4Y (1-9 pcs) | | \$457.60 |
| MyQ X Ultimate Assurance 4Y (10-39 pcs) | | \$414.40 |
| MyQ X Ultimate Assurance 4Y (40-99 pcs) | | \$347.20 |
| MyQ X Ultimate Assurance 4Y (100+ pcs) | | \$276.80 |
| MyQ X Ultimate Assurance 5Y (1-9 pcs) | | \$572.00 |
| MyQ X Ultimate Assurance 5Y (10-39 pcs) | | \$518.00 |
| MyQ X Ultimate Assurance 5Y (40-99 pcs) | | \$434.00 |
| MyQ X Ultimate Assurance 5Y (100+ pcs) | | \$346.00 |
| Hotfolder, FTP, & Email Capture Assurance | | |
| Hotfolder, FTP, & Email Capture Assurance 1M | Hotfolder, FTP, & Email Capture Assurance 1M | \$30.67 |
| Hotfolder, FTP, & Email Capture Assurance 1Y | Hotfolder, FTP, & Email Capture Assurance 1Y | \$368.00 |
| Hotfolder, FTP, & Email Capture Assurance 2Y | Hotfolder, FTP, & Email Capture Assurance 2Y | \$736.00 |
| Hotfolder, FTP, & Email Capture Assurance 3Y | Hotfolder, FTP, & Email Capture Assurance 3Y | \$828.00 |
| Hotfolder, FTP, & Email Capture Assurance 4Y | Hotfolder, FTP, & Email Capture Assurance 4Y | \$1,104.00 |
| Hotfolder, FTP, & Email Capture Assurance 5Y | Hotfolder, FTP, & Email Capture Assurance 5Y | \$1,380.00 |
| Extended Licenses | | |
| <i>Accounting & reporting, authentication, print& follow, mobile print, personalized workflows, & device management</i> | | |
| MyQ X, Extended License, Virtual Machine High Availability Mode | | \$920.00 |
| MyQ X, Extended License, PCL Preview | | \$1,400.00 |
| MyQ X, Extended License, Job Archiving | | \$920.00 |
| External Terminals without Readers | | |
| <i>Accounting & reporting, authentication, print& follow, mobile print, personalized workflows, & device management</i> | | |
| MyQ TerminalPro, power adapter EU, requires Reader or Touch panel | | \$230.00 |
| MyQ Touch Panel Pro 7", mini/micro USB cable, holder | | \$280.00 |
| Keycounter Cable for Multifunctional Device - specify a model | | \$26.00 |
| Extended Warranty (Terminals without Readers) | | |
| <i>Accounting & reporting, authentication, print& follow, mobile print, personalized workflows, & device management</i> | | |
| MyQ Terminal Extended Warranty - 2 Years Total | | \$60.00 |
| MyQ Terminal Extended Warranty - 3 Years Total | | \$95.00 |
| MyQ Terminal Extended Warranty - 4 Years Total | | \$160.00 |
| MyQ Terminal Extended Warranty - 5 Years Total | | \$200.00 |
| EasyBox & EasyBox Warranties | | |
| <i>Accounting & reporting, authentication, print& follow, mobile print, personalized workflows, & device management</i> | | |
| MyQ EasyBox, SSD 128GB, RAM 4GB, SDHC backup, Win Emb 8.1 Pro, MyQ 7 preinstalled | | \$1,000.00 |
| MyQ Easy Box Extended Warranty - 3 Years Total | | \$95.00 |
| MyQ Easy Box Extended Warranty - 4 Years Total | | \$190.00 |
| MyQ Easy Box Extended Warranty - 5 Years Total | | \$330.00 KCM Lite Package |
| KYOCERA Capture Manager (KCM) | | |
| KCM Lite Package | Connects 1 MFP, 1 Email account, & 1 Folder | \$622.00 |
| KCM Lite Add-on Device | Add 1 Kyocera MFP connection | \$415.00 |
| KCM Lite Add-on Email | Add 1 Email account connection | \$208.00 |
| KCM Lite Add-on Folder | Add 1 Hot Folder connection | \$208.00 |
| M&S Package - 1Y | 1Y M&S for KCM Lite Package | \$130.00 |
| M&S Add-on Device - 1Y | 1Y M&S for KCM Lite Add-on Device | \$88.00 |
| M&S Add-on Email 1Y | 1Y M&S for KCM Lite Add-on Email | \$45.00 |
| M&S Add-on Folder 1Y | 1Y M&S for KCM Lite Add-on Folder | \$45.00 |
| M&S Package - 1M | 1M M&S for KCM Lite Package | \$12.00 |

| PRODUCT | DESCRIPTION | PRICE |
|--|--|-------------|
| KYOCERA Capture Manager (KCM) continued | | |
| M&S Add-on Device - 1M | 1M M&S for KCM Lite Add-on Device | \$9.00 |
| M&S Add-on Email 1M | 1M M&S for KCM Lite Add-on Email | \$5.00 |
| M&S Add-on Folder 1M | 1M M&S for KCM Lite Add-on Folder | \$5.00 |
| KCM Pro MFP | Connect 1 MFP | \$978.00 |
| KCM Pro Email | Connect 1 Email account <1> | \$489.00 |
| KCM Pro Folder | Connect 1 Hot Folder | \$489.00 |
| KCM Pro Web/Mobile | Connect up to 20 users | \$489.00 |
| M&S MFP - 1Y | 1Y M&S for KCM Pro MFP | \$205.00 |
| M&S Email - 1Y | 1Y M&S for KCM Pro Email | \$103.00 |
| M&S Folder - 1Y | 1Y M&S for KCM Pro Folder | \$103.00 |
| M&S Web/Mobile - 1Y | 1Y M&S for KCM Pro Web/Mobile | \$103.00 |
| M&S MFP - 1M 1 | M M&S for KCM Pro MFP | \$18.00 |
| M&S Email - 1M | 1M M&S for KCM Pro Email | \$9.00 |
| M&S Folder - 1M | 1M M&S for KCM Pro Folder | \$9.00 |
| M&S Web/Mobile - 1M | 1M M&S for KCM Pro Web/Mobile | \$9.00 |
| Square 9 Softworks | | |
| GlobalSearch Users | Pro Edition Per CNCR User | \$700.00 |
| GlobalSearch Users | Pro Edition PLUS Per CNCR User | \$900.00 |
| GlobalSearch Users | Corp Edition Per CNCR User - (5-10 Tier) | \$1,500.00 |
| GlobalSearch Users | Corp Edition Per CNCR User - (11-25 Tier) | \$1,100.00 |
| GlobalSearch Users | Corp Edition Per CNCR User - (26-50 Tier) | \$900.00 |
| GlobalSearch Users | Corp Edition Per CNCR User - (51-100 Tier) | \$800.00 |
| GlobalSearch Users | Corp Edition Per CNCR User - (100-249 Tier) | \$700.00 |
| GlobalSearch Users | Corp Edition Per CNCR User - (250-1000 Tier) | \$500.00 |
| Users M&S (1Y) | Pro Edition Per CNCR User - M&S | \$140.00 |
| Users M&S (1Y) | Pro Edition PLUS Per CNCR User - M&S | \$180.00 |
| Users M&S (1Y) | Corp Edition Per CNCR User - (5-10 Tier) - M&S | \$300.00 |
| Users M&S (1Y) | Corp Edition Per CNCR User - (11-25 Tier) - M&S | \$220.00 |
| Users M&S (1Y) | Corp Edition Per CNCR User - (26-50 Tier) - M&S | \$180.00 |
| Users M&S (1Y) | Corp Edition Per CNCR User - (51-100 Tier) - M&S | \$160.00 |
| Users M&S (1Y) | Corp Edition Per CNCR User - (100-249 Tier) - M&S | \$140.00 |
| Users M&S (1Y) | Corp Edition Per CNCR User - (250-1000 Tier) - M&S | \$100.00 |
| GlobalSearch Add-ons | Image XChange - Per CNCR User (3-9) | \$260.00 |
| GlobalSearch Add-ons | Image XChange Server - Unlimited users | \$2,625.00 |
| GlobalSearch Add-ons | QuickBooks Connections - Per CNCR User | \$175.00 |
| GlobalSearch Add-ons | Quickbooks Connections Bundle | \$11.00 |
| GlobalSearch Add-ons | MS Dynamics GP CONN - Per CNCR User <4> | \$375.00 |
| GlobalSearch Add-ons | Additional GlobalSearch App Server License | \$2,500.00 |
| GlobalSearch Add-ons | Additional GlobalAction Workflow Server | \$2,500.00 |
| GlobalSearch Add-ons | Read Only License - Per CNCR User | \$250.00 |
| GlobalSearch Add-ons | Ext Read Only Access Server - Unltd Users | \$15,000.00 |
| Add-ons M&S (1Y) | Image XChange - Per CNCR User (3-9) - M&S | \$52.00 |
| Add-ons M&S (1Y) | Image XChange Server - Unlimited users - M&S | \$525.00 |
| Add-ons M&S (1Y) | QuickBooks Connections - Per CNCR User - M&S | \$35.00 |
| Add-ons M&S (1Y) | MS Dynamics GP CONN - Per CNCR User - M&S | \$75.00 |
| Add-ons M&S (1Y) | Add GlobalSearch App Server License - M&S | \$500.00 |
| Add-ons M&S (1Y) | Add GlobalAction Workflow Server - M&S | \$500.00 |
| Add-ons M&S (1Y) | Read Only License - Per CNCR User - M&S | \$50.00 |
| Add-ons M&S (1Y) | Ext Read Only Access Server - Unltd Users - M&S | \$3,000.00 |
| GlobalCapture BDL | Convey - Dual Core | \$1,295.00 |
| GlobalCapture BDL | Convey Core Add - Per Core | \$625.00 |
| GlobalCapture BDL | Convey PLUS - Dual Core | \$2,495.00 |

| PRODUCT | DESCRIPTION | PRICE |
|--|---|-------------|
| Square 9 Softworks <i>continued</i> | | |
| GlobalCapture BDL | Convey PLUS Core Add On - Per Core | \$1,250.00 |
| GlobalCapture BDL | Intelligent Transformation (IT) BDL | \$6,995.00 |
| GlobalCapture BDL | IT BDL Core Add On - Per Core | \$3,495.00 |
| GlobalCapture BDL | IT PLUS BDL | \$12,995.00 |
| GlobalCapture BDL | IT PLUS BDL Core Add On - Per Core | \$5,995.00 |
| BDL M&S (1Y) | Convey - Dual Core - M&S | \$259.00 |
| BDL M&S (1Y) | Convey Core Add - Per Core - M&S | \$100.00 |
| BDL M&S (1Y) | Convey PLUS - Dual Core - M&S | \$499.00 |
| BDL M&S (1Y) | Convey PLUS Core Add On - Per Core - M&S | \$250.00 |
| BDL M&S (1Y) | Intelligent Transformation (IT) BDL - M&S | \$1,399.00 |
| BDL M&S (1Y) | IT BDL Core Add On - Per Core - M&S | \$699.00 |
| BDL M&S (1Y) | IT PLUS BDL - M&S | \$2,599.00 |
| BDL M&S (1Y) | IT PLUS BDL Core Add On - Per Core - M&S | \$1,199.00 |
| GlobalCapture Add-ons | Invoice Intelligence Template Pack <1> | \$1,995.00 |
| GlobalCapture Add-ons | Disaster Recovery/Test Bench License <2> | \$2,495.00 |
| GlobalCapture Add-ons | Assembly Bound Lists Pack <3> | \$1,495.00 |
| GlobalCapture Add-ons | All In One User License - Per CNCR User | \$695.00 |
| Add-ons M&S (1Y) | Invoice Intelligence Template Pack - M&S | \$399.00 |
| Add-ons M&S (1Y) | Disaster Recovery/Test Bench License - M&S | \$499.00 |
| Add-ons M&S (1Y) | Assembly Bound Lists Pack - M&S | \$299.00 |
| Add-ons M&S (1Y) | All In One User License - Per CNCR User - M&S | \$139.00 |
| GlobalForms 10 | Server with Workflow & Forms Design | \$2,495.00 |
| GlobalForms 10 | Single Form Add On <2> | \$1,495.00 |
| GlobalForms 10 | 5 Form Add On <2> | \$4,995.00 |
| GlobalForms 10 | 10 Form Add On <2> | \$7,995.00 |
| GlobalForms 10 | 20 Form Add On <2> | \$12,995.00 |
| GlobalForms 10 | 50 Form Add On <2> | \$14,995.00 |
| GlobalForms 10 | Unlimited Form Option <2> | \$19,995.00 |
| GlobalForms M&S (1Y) | Server with Workflow & Forms Design - M&S | \$500.00 |
| GlobalForms M&S (1Y) | Single Form Add On - M&S | \$300.00 |
| GlobalForms M&S (1Y) | 5 Form Add On - M&S | \$1,000.00 |
| GlobalForms M&S (1Y) | 10 Form Add On - M&S | \$1,600.00 |
| GlobalForms M&S (1Y) | 20 Form Add On - M&S | \$2,600.00 |
| GlobalForms M&S (1Y) | 50 Form Add On - M&S | \$3,000.00 |
| GlobalForms M&S (1Y) | Unlimited Form Option - M&S | \$4,000.00 |
| GlobalCapture LTS | Convey - Dual Core - LTS | \$55.00 |
| GlobalCapture LTS | Convey Core Add - Per Core - LTS | \$35.00 |
| GlobalCapture LTS | Convey PLUS - Dual Core - LTS | \$98.00 |
| GlobalCapture LTS | Convey PLUS Core Add On - Per Core - LTS | \$70.00 |
| GlobalCapture LTS | Intelligent Transformation (IT) BDL - LTS | \$295.00 |
| GlobalCapture LTS | IT BDL Core Add On - Per Core - LTS | \$149.00 |
| GlobalCapture LTS | IT PLUS BDL - LTS | \$560.00 |
| GlobalCapture LTS | IT PLUS BDL Core Add On - Per Core - LTS | \$258.00 |
| GlobalCapture LTS | Convey - Dual Core - STS | \$110.00 |
| GlobalCapture LTS | Convey Core Add - Per Core - STS | \$70.00 |
| GlobalCapture LTS | Convey PLUS - Dual Core - STS | \$196.00 |
| GlobalCapture LTS | Convey PLUS Core Add On - Per Core - STS | \$140.00 |
| GlobalCapture LTS | Intelligent Transformation (IT) BDL - STS | \$590.00 |
| GlobalCapture LTS | IT BDL Core Add On - Per Core - STS | \$298.00 |
| GlobalCapture LTS | IT PLUS BDL - STS | \$1,120.00 |
| GlobalCapture LTS | IT PLUS BDL Core Add On - Per Core - STS | \$516.00 |
| GloCap Add-ons LTS | Disaster Recovery/Test Bench License - LTS | \$98.00 |
| GloCap Add-ons LTS | Assembly Bound Lists Pack - LTS | \$58.00 |
| GloCap Add-ons LTS | All In One User License - Per CNCR User - LTS | \$30.00 |
| GloCap Add-ons LTS | Disaster Recovery/Test Bench License - STS | \$196.00 |

| PRODUCT | DESCRIPTION | PRICE |
|--|---|------------|
| Square 9 Softworks <i>continued</i> | | |
| GloCap Add-ons LTS | Assembly Bound Lists Pack - STS | \$116.00 |
| GloCap Add-ons LTS | All In One User License - Per CNCR User - STS | \$60.00 |
| GlobalForms 10 LTS | Server with Workflow & Forms Design - LTS | \$98.00 |
| GlobalForms 10 LTS | Single Form Add On - LTS <2> | \$58.00 |
| GlobalForms 10 LTS | 5 Form Add On - LTS <2> | \$215.00 |
| GlobalForms 10 LTS | 10 Form Add On - LTS <2> | \$325.00 |
| GlobalForms 10 LTS | 20 Form Add On - LTS <2> | \$560.00 |
| GlobalForms 10 LTS | 50 Form Add On- LTS <2> | \$628.00 |
| GlobalForms 10 LTS | Unlimited Form Option - LTS <2> | \$875.00 |
| GlobalSearch C2 Users | OFC ESNTLs Edition - per CNCR user (3-25) | \$42.00 |
| GlobalSearch C2 Users | Workgroup Edition - per CNCR user (5-25) | \$72.00 |
| GlobalSearch C2 Users | Workgroup Edition - per CNCR user (26-50) | \$68.00 |
| GlobalSearch C2 Users | Enterprise Edition - per CNCR user (5-10) | \$108.00 |
| GlobalSearch C2 Users | Enterprise Edition - per CNCR user (11-25) | \$98.00 |
| GlobalSearch C2 Users | Enterprise Edition - per CNCR user (26-50) | \$92.00 |
| GlobalSearch C2 Users | Enterprise Edition - per CNCR user (51-100) | \$88.00 |
| GlobalSearch C2 Users | Enterprise Edition - per CNCR user (101+) | \$82.00 |
| GL Search C2 Add-on | Image Xchange - per concurrent user | \$10.00 |
| GL Search C2 Add-on | Image Xchange Enterprise | \$100.00 |
| GL Search C2 Add-on | Cloud Storage - Up to 100GB | \$40.00 |
| GL Search C2 Add-on | Cloud Storage - Up to 250GB | \$90.00 |
| GL Search C2 Add-on | Cloud Storage - Up to 500GB | \$175.00 |
| GL Search C2 Add-on | Cloud Storage - Up to 1TB | \$325.00 |
| GL Search C2 Add-on | Business Essentials Bundle | \$125.00 |
| GL Search C2 Add-on | Automotive Essentials Bundle | \$475.00 |
| GL Search C2 Add-on | Read Only License | \$30.00 |
| GL Search C2 Add-on | Return to Work Dual Form Bundle | \$375.00 |
| GL Search C2 Add-on | C2 Subscription or Storage Upgrade | \$1.00 |
| GL Search C2 Add-on | Annual Subscription Renewal for C2 accounts | \$10.00 |
| GL Capture Cloud | Low Volume - 1,000 PPD - 1 CNCR User <1> | \$199.00 |
| GL Capture Cloud | Mid Volume - 2,500 PPD - 2 CNCR Users <1> | \$249.00 |
| GL Capture Cloud | Enterprise - 5,000 PPD - 3 CNCR Users | \$299.00 |
| GL Capture Cloud | Large Enterprise - 5,000 PPD - 4 CNCR Users | \$10.00 |
| GL Capture Add Users | Add-on CTS CNCR User License | \$42.00 |
| GL Capture Option | Unstructured CTS Option <3> | \$99.00 |
| CTS Option | CTS Boost Option <4> | \$199.00 |
| CTS Release Option | CTS Release to SharePoint/OneDrive | \$50.00 |
| CTS GL Forms Cloud | GlobalForms - Single Form Add On | \$59.00 |
| CTS GL Forms Cloud | GlobalForms - 5 Form Add On | \$199.00 |
| CTS GL Forms Cloud | GlobalForms - 10 Form Add On | \$349.00 |
| CTS GL Forms Cloud | GlobalForms - 25 Form Add On | \$449.00 |
| CTS GL Forms Cloud | GlobalForms - 50 Form Add On | \$549.00 |
| CTS GL Search Cloud | Digital Transformation Essentials | \$375.00 |
| CTS GL Search Cloud | Return to Work Essentials | \$375.00 |
| CTS Add-on | CTS One Time Page Count Addition | \$250.00 |
| CTS Pages Upgrade | CTS Pages Per Day Level Upgrade Per Month | \$50.00 |
| CTS GL Search Cloud | GlobalSearch Cloud Education Essentials | \$375.00 |
| On-prem | SMB Upgrade | \$1.00 |
| On-prem | Software Assurance | \$1.00 |
| SaaS | GlobalSearch C2 Annual Subscription Renewal | \$10.00 |
| SaaS | Cloud Subscription Upgrade <4> | \$1.00 |
| Square 9 PS | Per Diem Remote ECM Service | \$1,400.00 |
| Square 9 PS | Per Diem Remote Capture Service | \$1,400.00 |
| Square 9 PS | Per Diem Remote Forms Service | \$1,400.00 |
| Square 9 PS | Per Diem Onsite Service | \$1,650.00 |



| PRODUCT | DESCRIPTION | PRICE |
|--|--|-------------|
| Square 9 Softworks <i>continued</i> | | |
| Square 9 PS | Per Diem Onsite Expense Charge | \$350.00 |
| Square 9 PS | Per Diem Remote Access - 4 Hour Block | \$700.00 |
| Square 9 PS | Custom SQL Scripting (Four Hour Block) | \$750.00 |
| Square 9 PS | Custom SQL Scripting - Maintenance & Support | \$150.00 |
| Solution License | Kyocera OmniWorx, powered by Hyland | \$10,000.00 |
| Named User | Single Named User License | \$1,000.00 |
| Workflow User | Single Workflow User License | \$1,200.00 |

KYOCERA OMNIWORX / SHAREBASE BY HYLAND

| | | |
|---------------------|--|------------|
| Workflow User Pack | 5-Pack Workflow User License | \$5,000.00 |
| ShareBase | Annual Base package - 10-User Licenses | \$1,800.00 |
| ShareBase Add. User | 1 Additional Annual User License | \$180.00 |

EDUCATIONAL AND GOVERNMENT MyQ

| | | |
|----------------------------|--|----------|
| MyQ X Government License | MyQ X Government License (1-9 pcs) | \$342.00 |
| MyQ X Government License | MyQ X Government License (10-39 pcs) | \$310.50 |
| MyQ X Government License | MyQ X Government License (40-99 pcs) | \$259.20 |
| MyQ X Government License | MyQ X Government License (100+ pcs) | \$207.00 |
| MyQ X Education License | MyQ X Education License (1-9 pcs) | \$304.00 |
| MyQ X Education License | MyQ X Education License (10-39 pcs) | \$276.00 |
| MyQ X Education License | MyQ X Education License (40-99 pcs) | \$230.40 |
| MyQ X Education License | MyQ X Education License (100+ pcs) | \$184.00 |
| MyQ X Government Assurance | MyQ X Government Assurance 1M (1-9 pcs) | \$5.70 |
| MyQ X Government Assurance | MyQ X Government Assurance 1M (10-39 pcs) | \$5.18 |
| MyQ X Government Assurance | MyQ X Government Assurance 1M (40-99 pcs) | \$4.32 |
| MyQ X Government Assurance | MyQ X Government Assurance 1M (100+ pcs) | \$3.45 |
| MyQ X Government Assurance | MyQ X Government Assurance 1Year (1-9 pcs) | \$68.40 |
| MyQ X Government Assurance | MyQ X Government Assurance 1Year (10-39 pcs) | \$62.10 |
| MyQ X Government Assurance | MyQ X Government Assurance Year (40-99 pcs) | \$51.84 |
| MyQ X Government Assurance | MyQ X Government Assurance 1Year (100+ pcs) | \$41.40 |
| MyQ X Government Assurance | MyQ X Government Assurance 2Year (1-9 pcs) | \$136.80 |
| MyQ X Government Assurance | MyQ X Government Assurance 2Year (10-39 pcs) | \$124.20 |
| MyQ X Government Assurance | MyQ X Government Assurance 2Year (40-99 pcs) | \$103.68 |
| MyQ X Government Assurance | MyQ X Government Assurance 2Year (100+ pcs) | \$82.80 |
| MyQ X Government Assurance | MyQ X Government Assurance 3Year (1-9 pcs) | \$153.90 |
| MyQ X Government Assurance | MyQ X Government Assurance 3Year (10-39 pcs) | \$139.73 |
| MyQ X Government Assurance | MyQ X Government Assurance 3Year (40-99 pcs) | \$116.64 |
| MyQ X Government Assurance | MyQ X Government Assurance 3Year (100+ pcs) | \$93.15 |
| MyQ X Government Assurance | MyQ X Government Assurance 4Year (1-9 pcs) | \$205.20 |
| MyQ X Government Assurance | MyQ X Government Assurance 4Year (10-39 pcs) | \$186.30 |
| MyQ X Government Assurance | MyQ X Government Assurance 4Year (40-99 pcs) | \$155.52 |
| MyQ X Government Assurance | MyQ X Government Assurance 4Year (100+ pcs) | \$124.20 |
| MyQ X Government Assurance | MyQ X Government Assurance 5Year (1-9 pcs) | \$256.50 |
| MyQ X Government Assurance | MyQ X Government Assurance 5Year (10-39 pcs) | \$232.88 |
| MyQ X Government Assurance | MyQ X Government Assurance 5Year (40-99 pcs) | \$194.40 |
| MyQ X Government Assurance | MyQ X Government Assurance 5Year (100+ pcs) | \$155.25 |
| MyQ X Education Assurance | MyQ X Education Assurance 1M (1-9 pcs) | \$5.06 |
| MyQ X Education Assurance | MyQ X Education Assurance 1M (10-39 pcs) | \$4.60 |
| MyQ X Education Assurance | MyQ X Education Assurance 1M (40-99 pcs) | \$3.84 |
| MyQ X Education Assurance | MyQ X Education Assurance 1M (100+ pcs) | \$3.06 |

| PRODUCT | DESCRIPTION | PRICE |
|--|---|----------|
| EDUCATIONAL AND GOVERNMENT MyQ <i>continued</i> | | |
| MyQ X Education Assurance | MyQ X Education Assurance 1Year (1-9 pcs) | \$60.80 |
| MyQ X Education Assurance | MyQ X Education Assurance 1Year (10-39 pcs) | \$55.20 |
| MyQ X Education Assurance | MyQ X Education Assurance 1Year (40-99 pcs) | \$46.08 |
| MyQ X Education Assurance | MyQ X Education Assurance 1Year (100+ pcs) | \$36.80 |
| MyQ X Education Assurance | MyQ X Education Assurance 2Year (1-9 pcs) | \$121.60 |
| MyQ X Education Assurance | MyQ X Education Assurance 2Year (10-39 pcs) | \$110.40 |
| MyQ X Education Assurance | MyQ X Education Assurance 2Year (40-99 pcs) | \$92.16 |
| MyQ X Education Assurance | MyQ X Education Assurance 2Year (100+ pcs) | \$73.60 |
| MyQ X Education Assurance | MyQ X Education Assurance 3Year (1-9 pcs) | \$136.80 |
| MyQ X Education Assurance | MyQ X Education Assurance 3Year (10-39 pcs) | \$124.20 |
| MyQ X Education Assurance | MyQ X Education Assurance 3Year (40-99 pcs) | \$103.68 |
| MyQ X Education Assurance | MyQ X Education Assurance 3Year (100+ pcs) | \$82.80 |
| MyQ X Education Assurance | MyQ X Education Assurance 4Year (1-9 pcs) | \$182.40 |
| MyQ X Education Assurance | MyQ X Education Assurance 4Year (10-39 pcs) | \$165.60 |
| MyQ X Education Assurance | MyQ X Education Assurance 4Year (40-99 pcs) | \$138.24 |
| MyQ X Education Assurance | MyQ X Education Assurance 4Year (100+ pcs) | \$110.40 |
| MyQ X Education Assurance | MyQ X Education Assurance 5Year (1-9 pcs) | \$228.00 |
| MyQ X Education Assurance | MyQ X Education Assurance 5Year (10-39 pcs) | \$207.00 |
| MyQ X Education Assurance | MyQ X Education Assurance 5Year (40-99 pcs) | \$172.80 |
| MyQ X Education Assurance | MyQ X Education Assurance 5Year (100+ pcs) | \$138.00 |
| MyQ X Government
Subscription License | Subscription License per Device per Year (1-9 pcs) | \$150.28 |
| MyQ X Government
Subscription License | Subscription License per Device per Year (10-39 pcs) | \$136.62 |
| MyQ X Government
Subscription License | Subscription License per Device per Year (40-99 pcs) | \$113.89 |
| MyQ X Government
Subscription License | Subscription License per Device per Year (100+ pcs) | \$91.04 |
| MyQ X Government
Subscription License | Subscription License per Device per Remaining Month (1-9 pcs) | \$12.52 |
| MyQ X Government
Subscription License | Subscription License per Device per Remaining Month (10-39 pcs) | \$11.39 |
| MyQ X Government
Subscription License | Subscription License per Device per Remaining Month (40-99 pcs) | \$9.49 |
| MyQ X Government
Subscription License | Subscription License per Device per Remaining Month (100+ pcs) | \$7.59 |
| MyQ X Government
Subscription License | Subscription License per Device per Year (1-9 pcs) | \$133.58 |
| MyQ X Government
Subscription License | Subscription License per Device per Year (10-39 pcs) | \$121.44 |
| MyQ X Government
Subscription License | Subscription License per Device per Year (40-99 pcs) | \$101.24 |
| MyQ X Government
Subscription License | Subscription License per Device per Year (100+ pcs) | \$80.92 |
| MyQ X Government
Subscription License | Subscription License per Device per Remaining Month (1-9 pcs) | \$11.13 |
| MyQ X Government
Subscription License | Subscription License per Device per Remaining Month (10-39 pcs) | \$10.12 |
| MyQ X Government
Subscription License | Subscription License per Device per Remaining Month (40-99 pcs) | \$8.44 |
| MyQ X Government
Subscription License | Subscription License per Device per Remaining Month (100+ pcs) | \$6.74 |



KYOCERA Document Solutions America, Inc.
National Account Sales

<https://usa.kyoceradocumentsolutions.com/>

| PRODUCT | DESCRIPTION | PRICE |
|---|---|----------|
| EDUCATIONAL AND GOVERNMENT MyQ <i>continued</i> | | |
| MyQ Roger Premium SaaS | Premium SaaS per Device per Year | \$108.00 |
| MyQ Roger Premium SaaS | Premium SaaS per Device per Remaining Month | \$9.00 |
| KYOCERA CLOUD PRINT AND SCAN | | |
| KCPS License 1-9 devices | KCPS 1-9 devices monthly license | \$15.00 |
| KCPS License 10-39 devices | KCPS 10-39 devices monthly license | 14.00 |
| KCPS License 40-99 devices | KCPS 40-99 devices monthly license | 12.00 |
| KCPS License 100-399 devices | KCPS 100-399 devices monthly license | 11.00 |
| KCPS License 400+ devices | KCPS 400+ devices monthly license | 10.00 |



KYOCERA Document Solutions America, Inc.
National Account Sales

<https://usa.kyoceradocumentsolutions.com/>

OMNIA[®]

PARTNERS

Contract Number: R191102

Effective Dates: June 1, 2020 - May 31, 2024

About KYOCERA Document Solutions America, Inc.

Kyocera Document Solutions America, Inc. (<https://usa.kyoceradocumentsolutions.com>) is a group company of Kyocera Document Solutions Inc., a global leading provider of total document solutions based in Osaka, Japan. The company's portfolio includes reliable and eco-friendly MFPs and printers, as well as business applications and consultative services which enable customers to optimize and manage their document workflow, reaching new heights of efficiency. With professional expertise and a customer first culture, the objective of the company is to help organizations put knowledge to work to drive change.

Kyocera Document Solutions Inc. is a core company of Kyocera Corporation, a leading supplier of semiconductor packages, industrial and automotive components, electronic devices, solar power generating systems and mobile phones. During the year ended March 31, 2019, Kyocera Corporation's consolidated sales revenue totaled 14.6 billion. Kyocera appears on the "Derwent Top 100 Global Innovators 2018-19" list by Clarivate Analytics and is ranked #655 on Forbes magazine's 2019 "Global 2000" list of the world's largest publicly traded companies.

[For MF communications, please consult with your internal risk or legal teams as to what additional language is appropriate.]

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CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Short Term Disability Programs for Employees

Recommendation: Adopt a Resolution:

A. Approving the side letters with the Yuba City Police Officers' Association, Police First Level Managers, Public Employees' Union, Local 1/AFSCME 57, Mid-Managers, and First Level Managers

B. Approving the Resolution with Confidential employees

C. Authorizing City Manager to execute contract amendments with Executive Team members

Fiscal Impact: None, as to moving to the new short-term disability options. These short-term disability programs are paid for by employees.

Purpose:

To approve the side letters with the Yuba City Police Officers' Association (POA), Police First Level Managers (PFLM), Public Employees' Union, Local 1/AFSCME 57 (Local 1), Mid-Managers (MM), and First Level Managers (FLM), resolution with unrepresented Confidential employees, and Executive Team to transition out of City short-term disability program.

Council's Strategic Goal:

These short term disability plan changes address the City Council's Strategic Goal of being business friendly and infrastructure as employees (who work in departments that provide these services) would like to move to new short-term disability providers.

Background:

The City administers an internal short term disability program that all bargaining units and unrepresented employees (outside the Fire bargaining units) have access to participate in through voluntary employee contributions made by those who opt into the program. Fire bargaining units, Yuba City Firefighters' Local 3793 (Local 3793) and Fire Management (FM), participate in a short-term disability plan offered by their Firefighter Association.

Several years ago, Local 1 requested to move to State Disability Insurance (SDI) from the City's program. Local 1 indicated they wanted to receive the benefits of Paid Family Leave that is offered by the state and only for those employers who participate in SDI. The City researched other short-term disability program options and met with Local 1 many times over the course of the last several years. There have been challenges in recent years to make the City's program financially viable based on participating employee contributions. Now, with Local 1's request to move to SDI, the City's short-term disability program is not sustainable and will need to be discontinued.

Because of the need to wind down the City's short term disability program, City staff met with the other impacted bargaining units to discuss short term disability options for their bargaining units. Police Department employees have other short-term disability options available including options through PORAC. At the request of the Mid-Managers, the City researched other options to SDI, which resulted in a third party provider option through UNUM. UNUM is a disability insurance provider that offers both short-term and long-disability plans. Currently, UNUM provides life insurance, AD&D and long term disability insurance for City employees (benefits provided vary by bargaining unit).

City staff met with bargaining units and unrepresented employees frequently over the last year to answer questions, discuss options, attend bargaining unit meetings, and talk to employees regarding the potential changes and concerns. The transition to programs has been time-consuming due to obtaining information from SDI, exploring third party provider options, and multiple bargaining units and unrepresented employees choosing different options, resulting in multiple issues to address. Additionally, staff relied on legal advice from outside legal counsel to unravel the City's short-term disability program and to transition to various short-term disability programs.

Analysis:

The following bargaining units have selected the short-term disability programs to replace the City's short-term disability program.

| Bargaining Unit | Short-term disability program |
|------------------------|---|
| POA | PORAC |
| PFLM | PORAC for Sworn and SDI for Civilians |
| Local 1 | SDI |
| FLM | SDI |
| MM | UNUM |
| Confidentials | UNUM |
| Executive Team | The Executive Team will follow the bargaining unit their contract is aligned with. Police Chief: PORAC
Fire Chief: Firefighter short-term disability
City Manager and civilian department heads: UNUM |

The proposed side letters state if there are carryover claims on the City's short-term disability plan then the bargaining unit will continue to contribute to the City's short-term disability until the short-term disability claims period is complete or the claimant is no longer receiving benefits. If the City has claims that utilize all the remaining funding, then the City is responsible for paying the remaining short-term disability benefits during the wind-down period, as there is no other mechanism to collect funding from employees. For many years this has been an ongoing concern of the City administration of the City short-term plan as the plan did not identify a mechanism for lack of funding. This issue has been raised by both the City's benefits broker and legal counsel both in the past during low funding periods and in reference to the current short-term disability transition.

Staff's recommendation of the proposed side letters and transition to new short-term disability programs is based on our conclusion that the new programs provide similar or better benefits, and are more economically viable for both the employee who need them and for the City.

Fiscal Impact:

None. The short-term disability programs are paid for by participating employees' contributions.

Alternatives:

1. Do not approve side letters for bargaining units, resolution with unrepresented Confidential employees, or Executive Team amendments. If this occurs, Staff will require direction to address next steps with the bargaining units and unrepresented employees.

Recommendation:

Adopt a Resolution:

A. Approving the side letters with the Yuba City Police Officers' Association, Police First Level Managers, Public Employees' Union, Local 1/AFSCME 57, Mid-Managers, and First Level Managers

B. Approving the Resolution with Confidential employees

C. Authorizing City Manager to execute contract amendments with Executive Team members

Attachments:

1. Attachment 1 - Short Term Disability Resolution
2. Attachment 2 - POA Side Letter
3. Attachment 3 - PFLM Side Letter
4. Attachment 4 - Local 1 Side Letter
5. Attachment 5 - FLM Side Letter
6. Attachment 6 - MM Side Letter
7. Attachment 7 - Confidential Resolution

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING SIDE LETTERS WITH YUBA CITY POLICE OFFICERS' ASSOCIATION,
POLICE FIRST LEVEL MANAGERS, PUBLIC EMPLOYEES' UNION, LOCAL 1/AFSCME 57,
FIRST LEVEL MANAGERS, MIDMANAGERS, RESOLUTION WITH UNREPRESENTED
CONFIDENTIALS, AND EXECUTIVE TEAM TO TRANSITION OUT OF CITY SHORT-TERM
DISABILITY PROGRAM**

WHEREAS, the City recognizes all employees' commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and bargaining units met and conferred over the short-term disability programs and side letters and;

WHEREAS, the City appreciates the efforts and energy the bargaining units and employees have put forth to determine the most beneficial short-term disability program for their members.

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

1. Approve the attached side letters with Yuba City Police Officers' Association, Police First Level Managers, Public Employees' Union, Local 1/AFSCME 57, First Level Managers, Mid-Managers to transition their employees to new, external short-term disability programs
2. Approve the attached resolution with unrepresented Confidential to transition these employees to new, external short-term disability program
3. Authorize the City Manager to execute contract amendments to transition Executive Team members new, external short-term disability program(s) dependent on the bargaining unit they are aligned with

In addition, staff is authorized to make any necessary clarifying language changes as long as the changes do not modify the side letters and resolution substantive terms or past practice.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 20th day of February 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Stacey Sheston, Special Counsel
Best Best & Krieger, LLP

ATTACHMENT 2

The City of Yuba City and the Yuba City Police Officers' Association
Side Letter of Agreement to the
July 1, 2023 through June 26, 2026 MOU

The City of Yuba City ("City") and the Yuba City Police Officers' Association, on behalf of the employees in its bargaining unit ("POA"), have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act with respect to this side letter amending their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 26, 2026 as set forth below. This side letter to the MOU describes the Parties' full and complete agreement to transition POA employees to a non-City short term disability program (through PORAC) and to amend that MOU by adding the language as set forth below.

POA has voted to transition from the City's current short-term disability program ("the City Program") to a program or programs available to its member employees through PORAC. Applicable premium payments for these PORAC programs are calculated as part of POA members' dues deductions that POA reports to the City, and that the City deducts from affected POA employee wages and remits to POA.

POA wishes to maintain available coverage for its member employees through the City Program during the transition period to the PORAC programs. The City will accept new claims from POA employees until March 1, 2024, after which no further City Program claims will be accepted. POA employees will continue to make required City Program contributions for so long as there are benefits being paid under the City Program to POA employees. Once there are no more active City Program claims by any POA employees, and no more City Program benefits being paid on such claims, the City will make no further deductions from POA employees' wages for City Program contributions, and the POA's participation in the City Program will cease.

Finally, it is agreed that POA employees receiving benefits under either a short or long-term disability insurance program (i.e. the City Program or PORAC program(s)) may elect to have their accrued leave coordinated and used to supplement disability benefit payments in order to receive the equivalent of a full paycheck (gross basis). In no instance shall the combination of disability insurance payments and accrued leave or other City benefit payments exceed 100% of an employee's typical paycheck based on working regularly-scheduled hours. POA employees who wish to coordinate paid leave benefits are required to notify Human Resources within five (5) business days of receipt of disability benefits so that benefits can be coordinated. In the event of an inadvertent overpayment, the employee will be notified and must make immediate arrangements with Finance to repay the overpayment.

All other provisions of the MOU between the City and POA shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: Feb 13, 2024

POA

Timothy K. Talbot
Timothy K. Talbot (Feb 12, 2024 16:32 PST)

Timothy K. Talbot,
Rains Lucia Stern

Joseph Swallow
Joseph Swallow (Feb 13, 2024 08:38 PST)
Joseph Swallow, President

ATTACHMENT 3

The City of Yuba City and the Police First Level Managers
Side Letter of Agreement to the
July 1, 2023 through June 26, 2026 MOU

The City of Yuba City ("City") and the Police First Level Managers ("PFLM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act with respect to this side letter amending their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 26, 2026 as set forth below. This side letter to the MOU describes the Parties' full and complete agreement to transition to the California Short Term Disability Insurance (SDI) program according to the process described below, and to amend that MOU by adding the language as set forth below.

Background - State Disability Insurance Program (SDI) for Civilian (i.e. Non-Sworn) Employees – Transition and Logistics

PFLM has voted to transition its non-sworn members ("the Civilian Employees") from the City's current short-term disability program ("the City Program") to the program run by the State of California ("SDI"). As a result, the City and PFLM shall apply, through the state's required process, for SDI coverage for the Civilian Employees. Upon approval of this elective coverage by the EDD Director, PFLM agrees to remain as a covered bargaining unit - for the Civilian Employees - for two (2) complete calendar years. Coverage may be terminated at the end of the two (2) calendar year period or at the end of any calendar year thereafter by giving the EDD written notification by January 31 of the succeeding year.

Civilian employee contributions for SDI are required at the rate established for each year up to the annual taxable wage limit. On or before October 31 of each year, the City will be notified of the adjusted rate for the following year. Upon approval by the EDD Director of the application for coverage, the City shall begin withholding from wages of the Civilian Employees the contributions required for SDI benefits. If approved by the EDD Director the elective coverage would commence no later than the first day of the next quarter following the quarter in which the application is filed.

Eligibility to receive SDI benefits, and the amount and extent of such benefits, is determined solely by the EDD pursuant to requirements of the California Unemployment Insurance Code (CUIC) and accompanying regulation. Per applicable law and program restrictions, eligibility to receive SDI benefits does not begin with the commencement date of coverage. Generally, EDD requires that two calendar quarters must elapse from the commencement date of coverage (i.e. two full quarters of required contributions) before a valid claim may be filed. EDD's eligibility determination is also typically dependent on a number of additional factors including, but not limit to, the following:

- Filing of a timely claim for benefits.
- Sufficient wages in the base period.
- Filing a certificate of disability signed by a duly authorized medical or religious practitioner.

- Inability to perform regular or customary work for at least eight consecutive days.
- Passage of a seven-day, non-payable waiting period.
- Suffering a wage loss due to disability.
- The applicant must be in the labor market (employed or looking for work).

Side Letter Language - Upon approval of PFLM's application for coverage by the EDD Director, the City and PFLM agree that the MOU will be amended as follows to incorporate SDI as the short-term disability plan for PFLM:

PFLM has elected to enroll its civilian, non-sworn members ("the Civilian Employees") in CA State Disability Insurance (SDI) program and subsequently the appropriate program application was submitted.

Upon approval of the application, the City will begin withholding the required SDI contributions (including retroactive contributions to the beginning of the then-current SDI quarter) from the wages of all the Civilian Employees. SDI benefits are not immediately available to the Civilian Employees, but rather will become available pursuant to applicable program requirements after contributions have been made for at least two SDI quarters ("the SDI Initial Contribution Period"). Based on submitting the SDI application in February 2024, the anticipated first date when SDI benefits claims could be filed would be July 1, 2024. However, the parties understand and agree that the initial benefit claim eligibility date is determined solely by EDD.

The City Program will continue to be available to the Civilian Employees during the SDI Initial Contribution Period so long as they make or continue to make the contributions required to be withheld per the City's Program. As soon as the Civilian Employees are eligible to submit claims for SDI benefits (the anticipated date being July 1, 2024), the City's Program will no longer accept new claims from the Civilian Employees, and no further City Program contributions will be required of the Civilian Employees unless there are Civilian Employees with active City Program claims continuing to receive benefits (hereafter "City Program Holdover Claimants"). If there are City Program Holdover Claimants, the parties agree that all Civilian Employees will continue to make City Program contributions for the duration that any City Program Holdover Claimants are receiving City Program benefits, after which time no further City Program contributions will be required of the Civilian Employees.

Finally, it is agreed that Civilian Employees receiving benefits under either a short or long-term disability insurance program may elect to have their accrued leave coordinated and used to supplement disability benefit payments in order to receive the equivalent of a full paycheck (gross basis). In no instance shall the combination of disability insurance payments and accrued leave or other City benefit payments exceed 100% of an employee's typical paycheck based on working regularly-scheduled hours. Civilian employees who wish to coordinate paid leave benefits are required to notify Human Resources within five (5) business days of receipt of disability benefits so that benefits can be coordinated. In the event of an inadvertent overpayment, the employee

will be notified and must make immediate arrangements with Finance to repay the overpayment.

All other provisions of the MOU between the City and Union shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: Feb 12, 2024

PFLM

Timothy K. Talbot
Timothy K. Talbot (Feb 13, 2024 17:49 PST)

Tim Talbot

Rains Lucia Stern

B-E
Brian Thornton (Feb 12, 2024 17:21 PST)

Brian Thornton

ATTACHMENT 4

The City of Yuba City and the Public Employees' Union, Local 1/AFSCME 57
Side Letter of Agreement to the
February 10, 2024 through June 26, 2026 MOU

The City of Yuba City ("City") and the Public Employees' Union, Local 1/AFSCME 57, on behalf of its bargaining unit employees ("Local 1"), have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act with respect to this side letter amending their current Memorandum of Understanding ("MOU"), with a current term that runs to June 26, 2026, as set forth below. This side letter to the MOU describes the Parties' full and complete agreement to transition to the California Short Term Disability Insurance (SDI) program according to the process described below, and to amend that MOU by adding the language as set forth below.

Background - SDI Transition and Logistics

Local 1 has voted to transition from the City's current short-term disability program ("the City Program") to the program run by the State of California ("SDI"). As a result, the City and Local 1 shall apply for SDI coverage through the state's required process. Upon approval of this elective coverage by the EDD Director, Local 1 agrees to remain in the SDI as a covered bargaining unit for two (2) complete calendar years. Coverage may be terminated at the end of the two (2) calendar year period or at the end of any calendar year thereafter by giving the EDD written notification by January 31 of the succeeding year.

Employee contributions for SDI are required at the rate established for each year up to the annual taxable wage limit. On or before October 31 of each year, the City will be notified of the adjusted rate for the following year. Upon approval by the EDD Director of the application for coverage, the City shall begin withholding from wages of employees the contributions required for SDI benefits. If approved by the EDD Director the elective coverage would commence no later than the first day of the next quarter following the quarter in which the application is filed.

Eligibility to receive SDI benefits, and the amount and extent of such benefits, is determined solely by the EDD pursuant to requirements of the CUIC and accompanying regulations. Per applicable law and program restrictions, eligibility to receive SDI benefits does not begin with the commencement date of coverage. Generally, EDD requires that two calendar quarters must elapse from the commencement date of coverage (i.e. two full quarters of required contributions) before a valid claim may be filed. EDD's eligibility determination is also typically dependent on a number of additional factors including, but not limited to, the following:

- Filing of a timely claim for benefits.
- Sufficient wages in the base period.
- Filing a certificate of disability signed by a duly authorized medical or religious practitioner.
- Inability to perform regular or customary work for at least eight consecutive days.

- Passage of a seven-day, non-payable waiting period.
- Suffering a wage loss due to disability.
- The applicant must be in the labor market (employed or looking for work).

Side Letter Language- Upon approval of Local 1's application for coverage by the EDD Director, the City and Local 1 agree that Article 9-Employee Benefit Plans, 9.8, Short Term Disability Plan of the MOU will be amended as follows to incorporate SDI as the short-term disability plan for Local 1:

Local 1 has elected to transition away from the City's short-term disability program to in the CA State Disability Insurance (SDI) program, and subsequently the appropriate program application was submitted. Upon approval of the application, the City will begin withholding the required SDI contributions (including retroactive contributions to the beginning of the then-current SDI quarter) from the wages of all Local 1 employees. SDI benefits are not immediately available to Local 1 members, but rather will become available pursuant to applicable program requirements after contributions have been made for at least two SDI quarters ("the SDI Initial Contribution Period"). Based on submitting the SDI application in February 2024, the anticipated first date when SDI benefits claims could be filed would be July 1, 2024. However, the parties understand and agree that the initial benefit claim eligibility date is determined solely by EDD.

The City Program will continue to be available to Local 1 employees during the SDI Initial Contribution Period so long as they make or continue to make the contributions required to be withheld per the City's Program. As soon as Local 1 employees are eligible to submit claims for SDI benefits (the anticipated date being July 1, 2024), the City's Program will no longer accept new claims from Local 1 employees, and no further City Program contributions will be required of Local 1 employees unless there are Local 1 employees with active City Program claims continuing to receive benefits (hereafter "City Program Holdover Claimants"). If there are City Program Holdover Claimants, the parties agree that Local 1 employees will continue to make City Program contributions for the duration that any City Program Holdover Claimants are receiving City Program benefits, after which time no further City Program contributions will be required of Local 1 employees.

Finally, it is agreed that for Local 1 employees receiving benefits under either a short or long-term disability insurance program, the employees may elect to have their accrued leave coordinated and used to supplement disability benefit payments in order to receive the equivalent of a full paycheck (gross basis). In no instance shall the combination of disability insurance payments and accrued leave or other City benefit payments exceed 100% of an employee's typical paycheck based on working regularly-scheduled hours. Employees who wish to coordinate paid leave benefits are required to notify Human Resources within five (5) business days of receipt of disability benefits so that benefits can be coordinated. In the event of an inadvertent overpayment, the employee will be notified and must make immediate arrangements with Finance to repay the overpayment.

All other provisions of the MOU between the City and Union shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: **Feb 13, 2024**

Local 1



Ron Slaven (Feb 12, 2024 23:16 PST)

Ron Slaven



Joe Santanna (Feb 13, 2024 06:55 PST)

Joseph Santanna, President



Ashley Whitmore (Feb 13, 2024 07:16 PST)

Ashley Whitmore



Rafael Mendoza (Feb 12, 2024 16:50 PST)

Rafael Mendoza

David Calonder

ATTACHMENT 5

The City of Yuba City and the First Level Manager
Side Letter of Agreement to the
July 1, 2023 through June 25, 2027 MOU

The City of Yuba City ("City") and the First Level Managers ("FLM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act with respect to this side letter amending their current Memorandum of Understanding ("MOU"), with a current term that runs from July 1, 2023 to June 25, 2027 as set forth below. This side letter to the MOU describes the Parties' full and complete agreement to transition to the California Short Term Disability Insurance (SDI) program according to the process described below, and to amend that MOU by adding the language as set forth below.

Background - SDI Transition and Logistics

FLM has voted to transition from the City's current short-term disability program ("the City Program") to the program run by the State of California ("SDI"). As a result, the City and FLM shall apply for SDI coverage through the state's required process. Upon approval of this elective coverage by the EDD Director, FLM agrees to remain in the SDI as a covered bargaining unit for two (2) complete calendar years. Coverage may be terminated at the end of the two (2) calendar year period or at the end of any calendar year thereafter by giving the EDD written notification by January 31 of the succeeding year.

Employee contributions for SDI are required at the rate established for each year up to the annual taxable wage limit. On or before October 31 of each year, the City will be notified of the adjusted rate for the following year. Upon approval by the EDD Director of the application for coverage, the City shall begin withholding from wages of employees the contributions required for SDI benefits. If approved by the EDD Director the elective coverage would commence no later than the first day of the next quarter following the quarter in which the application is filed.

Eligibility to receive SDI benefits, and the amount and extent of such benefits, is determined solely by the EDD pursuant to requirements of the CUIC and accompanying regulations. Per applicable law and program restrictions, eligibility to receive SDI benefits does not begin with the commencement date of coverage. Generally, EDD requires that two calendar quarters must elapse from the commencement date of coverage (i.e. two full quarters of required contributions) before a valid claim may be filed. EDD's eligibility determination is also typically dependent on a number of additional factors including, but not limited to, the following:

- Filing of a timely claim for benefits.
- Sufficient wages in the base period.
- Filing a certificate of disability signed by a duly authorized medical or religious practitioner.
- Inability to perform regular or customary work for at least eight consecutive days.
- Passage of a seven-day, non-payable waiting period.

- Suffering a wage loss due to disability.
- The applicant must be in the labor market (employed or looking for work).

Side Letter Language- Upon approval of FLM's application for coverage by the EDD Director, the City and FLM agree that Article 4.6- "Long Term Disability"- of the MOU will be amended as follows to incorporate SDI as the short-term disability plan for FLM:

The City provides a long-term disability program for employees.

As to short-term disability benefits, FLM has elected to transition away from the City's short term disability program to in the CA State Disability Insurance (SDI) program, and subsequently the appropriate program application was submitted. Upon approval of the application, the City will begin withholding the required SDI contributions (including retroactive contributions to the beginning of the then-current SDI quarter) from the wages of all FLM employees. SDI benefits are not immediately available to FLM members, but rather will become available pursuant to applicable program requirements after contributions have been made for at least two SDI quarters ("the SDI Initial Contribution Period"). Based on submitting the SDI application in February 2024, the anticipated first date when SDI benefits claims could be filed would be July 1, 2024. However, the parties understand and agree that the initial benefit claim eligibility date is determined solely by EDD.

The City Program will continue to be available to FLM employees during the SDI Initial Contribution Period so long as they make or continue to make the contributions required to be withheld per the City's Program. As soon as FLM employees are eligible to submit claims for SDI benefits (the anticipated date being July 1, 2024), the City's Program will no longer accept new claims from FLM employees, and no further City Program contributions will be required of FLM employees unless there are FLM employees with active City Program claims continuing to receive benefits (hereafter "City Program Holdover Claimants"). If there are City Program Holdover Claimants, the parties agree that FLM employees will continue to make City Program contributions for the duration that any City Program Holdover Claimants are receiving City Program benefits, after which time no further City Program contributions will be required of FLM employees.

Finally, it is agreed that for FLM employees receiving benefits under either a short or long-term disability insurance program, the employees may elect to have their accrued leave coordinated and used to supplement disability benefit payments in order to receive the equivalent of a full paycheck (gross basis). In no instance shall the combination of disability insurance payments and accrued leave or other City benefit payments exceed 100% of an employee's typical paycheck based on working regularly-scheduled hours. Employees who wish to coordinate paid leave benefits are required to notify Human Resources within five (5) business days of receipt of disability benefits so that benefits can be coordinated. In the event of an inadvertent overpayment, the employee will be notified and must make immediate arrangements with Finance to repay the overpayment.

All other provisions of the MOU between the City and Union shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: Feb 13, 2024

FLM

Josh Wolfe
Josh Wolfe (Feb 13, 2024 16:31 PST)

Josh Wolfe

Nate McCreedy
Ernesto Hernandez
Ernesto Hernandez (Feb 14, 2024 11:44 PST)

Ernesto Hernandez

ATTACHMENT 6

The City of Yuba City and the Mid-Managers Unit
Side Letter of Agreement to the
July 1, 2023 through June 25, 2027 MOU

The City of Yuba City ("City") and the Mid-Managers Unit ("MM Unit") have met and conferred in good faith pursuant to the requirements of the Meyers-Miliias-Brown Act with respect to this side letter amending their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 25, 2027 as set forth below. This side letter to the MOU describes the Parties' full and complete agreement to transition MM Unit employees to alternative short-term disability programs and to amend Section 3.8 ("Long Term Disability") of that MOU as set forth below.

Section 3.8 – Disability Insurance.

- A. The City provides a long-term disability program for MM Unit employees.
- B. As to short-term disability benefits, the MM Unit has voted to transition away from the City's current short-term disability program ("the City Program") to one of two alternative, voluntary benefit programs.

(1) The miscellaneous, non-safety MM Unit employees wish to have access to a program the City has agreed to make available through UNUM. City is in the application phase for the UNUM program and expects it to come on line and be available for those MM Unit employees who wish to participate beginning approximately April 1, 2024. The sworn fire safety MM Unit employees wish to utilize to a non-City program available to them through California Association of Professional Firefighters (CAPF). The City will have no role in providing or administering this benefit for fire safety MM Unit employees.

(2) The MM Unit wishes to maintain available coverage for its member employees through the City Program during the transition period to the alternative programs. The City will accept new claims from MM Unit employees until March 31, 2024, after which no further City Program claims will be accepted. MM Unit employees will continue to make required City Program contributions for so long as there are benefits being paid under the City Program to MM Unit employees. Once there are no more active City Program claims by any MM Unit employees, and no more City Program benefits being paid on such claims, the City will make no further deductions from MM Unit employees' wages for City Program contributions, and the MM Unit's participation in the City Program will cease.

(C) MM Unit employees receiving benefits through a disability insurance program (i.e. the City Program or one of the alternatives described above) may elect to have their accrued leave coordinated and used to supplement disability benefit payments in order to receive the equivalent of a full paycheck (gross basis). In no instance shall the combination of disability insurance payments and accrued leave or other City benefit payments exceed 100% of an employee's typical paycheck based on working regularly-scheduled hours. MM Unit employees who wish to coordinate paid leave benefits are required to notify Human Resources

within five (5) business days of receipt of disability benefits so that benefits can be coordinated. In the event of an inadvertent overpayment, the employee will be notified and must make immediate arrangements with Finance to repay the overpayment.

All other provisions of the MOU between the City and MM Unit shall remain unchanged.

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: Feb 14, 2024

MID-MANAGERS UNIT

Ciara Wakefield
Ciara Wakefield (Feb 14, 2024 09:49 PST)

Ciara Wakefield

Scott Chandler

Phillip Marler
Phillip Marler (Feb 14, 2024 09:59 PST)

Phil Marler

Katherine Willis
Katherine Willis (Feb 14, 2024 14:31 PST)

Kathy Willis

ATTACHMENT 7

The City of Yuba City
Compensation Resolution
For
Confidential Employees



Effective July 1, 2023

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Preamble

This Compensation Resolution applies to only employees in the Confidential Unit, listed in Appendix "A" Confidential Employees.

Article 1 – Salary

1.1 Salary Schedule

Employees hired after November 25, 2017, are on the 9-step salary schedule, attached as Appendix "C". The 9-step salary schedule has both the first step and last step the same as the 5-step salary schedule. The 5-Step salary schedule is attached as Appendix "B".

1.2 Salary Increases

Effective July 1, 2023, all classifications will receive a cost-of-living increase of one and a half percent (1.5%) salary increase.

1.3 Bilingual Pay

Employees listed in Appendix "D" Bilingual Classifications who are proficient in speaking a foreign language, as determined by the City, receive bilingual pay in the amount of one-point four percent (1.4%) of their base rate of pay.

1.4 Deferred Compensation

Employees receive \$100.00 per month into their deferred compensation account.

Article 2 – Overtime

2.1 Overtime

Employees required to work in excess of forty (40) hours in the work period receive overtime at time-and-a-half an employee's regular rate of pay. All paid time counts as hours worked towards the calculation of overtime.

2.2 Compensatory Time Off (CTO)

Employees may accrue a maximum of eighty (80) hours of (CTO). Employees may not cash out CTO. Upon separation, CTO will be paid out at the employee's current regular rate of pay or the average regular rate of pay for the last three (3) years, whichever is greater.

Article 3 – Administrative Leave

3.1 Allocation

Employees hired before July 1, 2023, are allocated eighty (80) hours of administrative leave with the first payroll period of each calendar year. For any employee who becomes

a member mid-year, the employee will receive a pro-rata amount of administrative leave for the balance of the year. Employees may use leave subject to the approval of their Department Head, except that leave cannot be used prior to separation of employment to delay the separation date.

3.2 Maximum Cash Out

By December 1 of each year, an employee may annually make an irrevocable advance election to cash out a maximum of forty (40) hours of administrative leave that will be accrued in the next calendar year. The election must be made on the form provided by the City for this purpose. The hours selected for cash-out will be paid in the first non-payroll week of January of the following year.

3.3 Maximum Carry Over

Employees may carry over a maximum of forty (40) hours of unused administrative leave to the next calendar year, subject to a maximum accrual cap of 160 administrative hours. Any unused administrative leave hours are paid out upon termination of employment.

Article 4 – Public Employees’ Retirement System

4.1 Retirement Terminology

Employees receive retirement benefits from the California Public Employees’ Retirement System (CalPERS).

The use of terms “classic member” and “new member” are as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

A new member is defined as:

- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and has no prior membership in any other public retirement system; or
- An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and is not eligible for reciprocity with another public retirement system; or
- An individual who established prior membership in a retirement system and after a break in service of more than six (6) months, returns to active membership in that system with a new employer.

4.2 Miscellaneous Member Retirement Formulas

- A. Employees hired between August 1, 1991, and July 1, 2012, receive the 2.7% at 55 miscellaneous CalPERS formula with the three (3) year’s final average compensation period. The City pays 100% of the employee’s contribution to

CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay eight percent (8%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.

- B. Employees hired after June 30, 2012, who are not classified as a new member receive the 2% at 55 miscellaneous CalPERS formula with the three (3) year's final average compensation period. The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members pay seven percent (7%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after December 31, 2012, who are classified as new members receive the 2% at 62 miscellaneous CalPERS formula with the three (3) year's final average compensation period. These employees pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.
- D. Miscellaneous retirement formulas have the following optional CalPERS retirement benefits:
 - Non-Industrial Disability Improved
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Post-Retirement Death Benefits \$500 lump sum
 - Survivor Allowance (PRSA)
 - 3% Retirement COLA

Article 5 – Benefits

5.1 Health Plans

- A. Employee Contributions:
Employee contributions are on a pre-tax basis.
- B. Health Care Premium Cost:
The City pays 80% of the lowest cost health plan available to this bargaining unit.
- C. Cash-in-Lieu Payment:

Cash-in-Lieu payments are when an employee reduces the level of health care coverage rather than entire coverage is as follows:

- Employees who reduce the level of health care coverage that they are entitled to, i.e., from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, are entitled

to a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest cost health plan.

- The employee making the election covered above, receives the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.
- The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage will be based on the below percentages of the current lowest cost health plan:

| | |
|------------------------------|-----|
| Employee only: | 25% |
| Employee plus one dependent: | 25% |
| Family coverage: | 30% |

5.2 Dental and Vision Plans

For calendar year 2023, the City pays for enhanced dental/vision benefits. The enhanced dental/vision are as follows: annual deductible is \$25 (individual) and \$75 (family), calendar year maximum benefit is \$2,000, basic coverage is 90%, major coverage is 60%, and vision allowance is \$800 in 24-month period.

For each following year, through calendar year 2027, the City will annually evaluate the dental and vision fund excess reserve. The City will make a discretionary determination as to whether the City will pay for the enhanced dental/vision benefits set forth above the coming calendar year. In any year when enhanced benefits are not able to be funded, benefit levels will automatically revert to the levels below.

City pays 90% of the dental and vision premiums for covered employees. The maximum annual dental benefit is \$1750. The vision benefit is \$600 every 24 months. Premiums are based on periodic actuarial conducted by an outside consultant. Employees must participate in the City's Dental and Vision Plan in a manner provided in the adopted Dental and Vision Plan Agreement.

5.3 Life Insurance

Life insurance benefit amount of one hundred thousand dollars (\$100,000) is maintained for employees.

5.4 Employee Assistance Program (EAP)

The EAP is an employee benefit that assists employees with personal problems and/or work-related problems that may impact their job performance, health, mental and emotional well-being. The EAP provides free and confidential assessments, short-term counseling, referrals, and follow-up services for employees and their household members. For details about the

EAP program, please see the Human Resources Department.

5.5 Flexible Spending Account

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical, dental, and vision expenses, deductibles, and co-payments.

5.6 Dependent Care Spending Program

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

5.7 Disability Insurance.

A. The City provides a long-term disability program for employees.

B. As to short-term disability benefits, the City is replacing the current City-sponsored short term disability program ("City Program") with an external program (via UNUM) to which employees will have voluntary access. The City Program will continue to be available to employees until the UNUM program is operational, after which no further City Program claims will be accepted. Confidential Employees will continue to make required City Program contributions for so long as there are benefits being paid to Confidential Employees under the City Program. Once there are no more active City Program claims by any Confidential Employees, and no more City Program benefits being paid on such claims, the City will make no further deductions from Confidential Employees' wages for City Program contributions, and the Confidential Employees' participation in the City Program will cease.

(C) Employees receiving benefits through a disability insurance program may elect to have their accrued leave coordinated and used to supplement disability benefit payments in order to receive the equivalent of a full paycheck (gross basis). In no instance shall the combination of disability insurance payments and accrued leave or other City benefit payments exceed 100% of an employee's typical paycheck based on working regularly-scheduled hours. Employees who wish to coordinate paid leave benefits are required to notify Human Resources within five (5) business days of receipt of disability benefits so that benefits can be coordinated. In the event of an inadvertent overpayment, the employee will be notified and must make immediate arrangements with Finance to repay the overpayment.

5.8 Tuition Reimbursement

Employees may receive up to five thousand dollars (\$5,000) per fiscal year for tuition reimbursement, subject to the Rules.

Article 6 – Vacation Accrual

A. Employees accrue vacation as follows:

| <u>Years of Service</u> | <u>Bi-Weekly Rate</u> |
|---------------------------|-----------------------|
| 0-Completion of 4 years | 4.0 hours |
| 5-Completion of 10 years | 5.5 hours |
| 11-Completion of 15 years | 6.5 hours |
| 16 or more years | 7.1 hours |

Article 7 – Holidays

7.1 Recognized Holidays

Employees are entitled to holidays with pay. Holidays are paid on an eight (8) hour basis. Effective January 1, 2024, the City recognizes the following holidays:

- a. New Year's Day (the first day of January)
- b. Martin Luther King Day (the third Monday in January)
- c. Washington's Birthday (the third Monday in February)
- d. Memorial Day (the last Monday in May)
- e. Independence Day (the fourth day of July)
- f. Labor Day (the first Monday in September)
- g. Veterans Day (observed on the day established by the Yuba City Unified School District)
- h. The Week of Thanksgiving
- i. Christmas Day (the 25th day of December)
- j. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve, or a combination on both days as approved by the department head.

Whenever a holiday falls on Sunday, the following Monday is observed as a holiday, and whenever a holiday falls on a Saturday, the preceding Friday is observed as a holiday.

Employees are entitled to holiday with pay only if (i) the employee would have been regularly scheduled to work and (ii) the employee is in a paid status on the date immediately preceding or succeeding the holiday.

Employees required to work during the week of Thanksgiving will be allowed to take those holiday hours off during the months of October, November, or December.

Employees on alternate work schedule who wish to be paid for their full normal shift on a paid holiday may either:

- a. Use accrued vacation or CTO hours to supplement the 8-hours of holiday pay; or
- b. Flex their schedules and work additional hours on another day in the same FLSA workweek to cover the difference between their scheduled day and the 8-hours of holiday pay.

7.2 Floating Holiday

Effective 2024, employees receive one (1) floating holiday per fiscal year. If an employee does not use their floating holiday during the fiscal year the holiday will be cashed out on the final check of the fiscal year. Scheduling/approval of use of the floating holiday must be in accordance with the requirements of Rules.

Article 8 – Term

This Resolution is effective July 1, 2023, and continues in full force and effect until superseded by a subsequent Resolution.

Appendix “A” – Confidential Classifications

This Resolution covers the following classifications:

Appendix "B" - 5 Step Salary Schedule

10/30/2023 9:10 AM

CITY OF YUBA CITY SALARY SCHEDULE AND GENERAL COMPENSATION PLAN EFFECTIVE JULY 1, 2023

Confidential - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

| JCN | CLASSIFICATION | Bargaining Group | SALARY STEPS | | | | | |
|------|---|------------------|--------------|-------|-------|-------|-------|---------|
| | | | 1 | 2 | 3 | 4 | 5 | |
| 1050 | ADMINISTRATIVE ANALYST I | CON | 6,350 | 6,668 | 7,001 | 7,351 | 7,718 | Monthly |
| | | | 36.63 | 38.47 | 40.39 | 42.41 | 44.53 | Hourly |
| 1052 | ADMINISTRATIVE ANALYST II | CON | 6,985 | 7,334 | 7,701 | 8,086 | 8,490 | Monthly |
| | | | 40.30 | 42.31 | 44.43 | 46.65 | 48.98 | Hourly |
| 1045 | EXECUTIVE ASSISTANT TO THE CITY MANAGER | CON | 5,383 | 5,652 | 5,935 | 6,232 | 6,544 | Monthly |
| | | | 31.06 | 32.61 | 34.24 | 35.95 | 37.75 | Hourly |
| 1018 | HUMAN RESOURCES TECHNICIAN I | CON | 4,238 | 4,450 | 4,673 | 4,907 | 5,153 | Monthly |
| | | | 24.45 | 25.67 | 26.96 | 28.31 | 29.73 | Hourly |
| 1020 | HUMAN RESOURCES TECHNICIAN II | CON | 4,663 | 4,896 | 5,141 | 5,398 | 5,668 | Monthly |
| | | | 26.90 | 28.25 | 29.66 | 31.14 | 32.70 | Hourly |
| 1062 | MANAGEMENT ANALYST | CON | 7,684 | 8,068 | 8,471 | 8,895 | 9,339 | Monthly |
| | | | 44.33 | 46.55 | 48.87 | 51.32 | 53.88 | Hourly |

Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

EMPLOYEE BARGAINING GROUPS

| | |
|-----------------------------------|---------------------------------|
| CON - Confidential | FLM - 1st Level Manager |
| PUE, Local #1 - General Employees | PD - Police Department |
| DH - Department Head | FIRE - Fire Department |
| MM - Middle Manager | PSMM - Police Sworn Mid Manager |
| FM - Fire Management | PS - Police Sergeant |

Appendix "C" – 9 Step Salary Schedule

10/30/2023 9:12 AM

CITY OF YUBA CITY SALARY SCHEDULE AND GENERAL COMPENSATION PLAN EFFECTIVE JULY 1, 2023

Confidential - EMPLOYEES HIRED ON OR AFTER APRIL 28, 2018

| JCN | CLASSIFICATION | Bargaining Group | SALARY STEPS | | | | | | | | | |
|------|---|------------------|--------------|-------|-------|-------|-------|-------|-------|-------|-------|---------|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
| 1250 | ADMINISTRATIVE ANALYST I | CON | 6,350 | 6,509 | 6,668 | 6,835 | 7,001 | 7,176 | 7,351 | 7,535 | 7,718 | Monthly |
| | | | 36.63 | 37.55 | 38.47 | 39.43 | 40.39 | 41.40 | 42.41 | 43.47 | 44.53 | Hourly |
| 1252 | ADMINISTRATIVE ANALYST II | CON | 6,985 | 7,160 | 7,334 | 7,518 | 7,701 | 7,894 | 8,086 | 8,288 | 8,490 | Monthly |
| | | | 40.30 | 41.31 | 42.31 | 43.37 | 44.43 | 45.54 | 46.65 | 47.82 | 48.98 | Hourly |
| 1245 | EXECUTIVE ASSISTANT TO THE CITY MANAGER | CON | 5,383 | 5,518 | 5,652 | 5,794 | 5,935 | 6,084 | 6,232 | 6,388 | 6,544 | Monthly |
| | | | 31.06 | 31.83 | 32.61 | 33.43 | 34.24 | 35.10 | 35.95 | 36.85 | 37.75 | Hourly |
| 1218 | HUMAN RESOURCES TECHNICIAN I | CON | 4,238 | 4,344 | 4,450 | 4,562 | 4,673 | 4,790 | 4,907 | 5,030 | 5,153 | Monthly |
| | | | 24.45 | 25.06 | 25.67 | 26.32 | 26.96 | 27.63 | 28.31 | 29.02 | 29.73 | Hourly |
| 1220 | HUMAN RESOURCES TECHNICIAN II | CON | 4,663 | 4,780 | 4,896 | 5,019 | 5,141 | 5,270 | 5,398 | 5,533 | 5,668 | Monthly |
| | | | 26.90 | 27.58 | 28.25 | 28.96 | 29.66 | 30.40 | 31.14 | 31.92 | 32.70 | Hourly |
| 1262 | MANAGEMENT ANALYST | CON | 7,684 | 7,876 | 8,068 | 8,270 | 8,471 | 8,683 | 8,895 | 9,117 | 9,339 | Monthly |
| | | | 44.33 | 45.44 | 46.55 | 47.71 | 48.87 | 50.09 | 51.32 | 52.60 | 53.88 | Hourly |

Bilingual Pay - effective November 18, 2023

Employees who are proficient in speaking a foreign language, as determined by the City receive bilingual pay in the amount of 1.4% of the base rate of pay

EMPLOYEE BARGAINING GROUPS

CON - Confidential

PUE, Local #1 - General Employees

DH - Department Head

MM - Middle Manager

FM - Fire Management

FLM - 1st Level Manager

PD - Police Department

FIRE - Fire Department

PSMM - Police Sworn Mid Manager

PS - Police Sergeant

Appendix “D” – Bilingual Classifications

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Deputy Director of Development Services

Summary

Subject: Newkom Ranch Development Agreement Amendment
Recommendation: Adopt an Uncodified Ordinance of the City Council of the City of Yuba City adopting the Restated Newkom Ranch Development Agreement for the Newkom Ranch Portion of the Bogue-Stewart Master Plan; Assessor's Parcels 55-240-011, 55-240-013, 55-240-012, 55-240-015, 55-240-017, 55-240-016, 55-240-018, 55-240-005; by title only and waive the second reading
Fiscal Impact: Staff time with this action. Existing budgeted monies are paying for the staff time to process this item.

Purpose:

To adopt an uncodified ordinance of the City Council of the City of Yuba City approving the Restated Newkom Ranch Development Agreement within the Bogue-Stewart Master Plan area.

Council's Strategic Goal:

This item meets the City Council's strategic goal of business friendly.

Background:

On February 6, 2024, the City Council conducted a public hearing and introduced an uncodified ordinance of the City of Yuba City determining the environmental impacts, if any, resulting from the Restated Newkom Ranch Development Agreement were fully assessed in the EIR (SCH #2017012009) certified by the City Council on December 17, 2019, and that no additional environmental review is necessary to approve an unmodified ordinance a Restated Development Agreement by and between the City of Yuba City and Newkom Ranch LLC, Hust Brothers, Inc. and Cal Sierra LP.

On January 24, 2024, the Planning Commission conducted a public hearing, accepted public testimony, considered the proposed Restated Newkom Ranch Development Agreement and adopted Resolution 2024-03 recommending approval of amended agreement to the City Council by a 5-1 vote.

On October 17, 2023, the City Council unanimously authorized staff to initiate an amendment to the existing Newkom Ranch Development Agreement to establish terms that help move the construction of Bogue Road forward in partnership with Newkom Ranch for mutual benefit.

The Bogue-Stewart Master Plan guides the orderly development of 741.5 acres located along the southern edge of Yuba City and provides for a mix of residential and commercial uses, parks and recreational sites, and public facilities. Work to finalize the BSMP began in 2015, where substantial acreage was annexed into the City limits in 2021.

On November 13, 2019, the Planning Commission unanimously recommended approval to the City Council of the BSMP and this included the following entitlement applications (General Plan Amendment 14-05, Specific Plan Amendment 16-05, Pre-annexation Zoning 14-04) together with an Environmental Impact Report (EIR). Additionally, the Planning Commission contingently approved the Newkom Ranch and Kells East Ranch subdivisions within the BSMP area and recommended approval of Development Agreements for each subdivision. The Newkom Ranch subdivisions included a large lot subdivision map (TSM 14-06) creating 12 lots ranging in size from 3.61 to 21.48 acres and a small-lot subdivision map (TSM 14-07) dividing nine large lots into 423 single-family residential lots. The Newkom Ranch area is reflected in Attachment 2.

On December 17, 2019, and January 21, 2020, the City Council certified the Environmental Impact Report (SCH#2017012009) and approved the BSMP project (General Plan Amendment 14-05, Specific Plan Amendment 16-05, Pre-annexation Zoning 14-04) together with two Development Agreements associated with the Newkom Ranch and Kells East Ranch subdivisions.

A lead developer in the Master Plan area, Newkom Ranch LLC, has been coordinating to bring residential and commercial development to an approximate 161-acre area east of State Route (SR) 99, south of Bogue Road. The City approved Development Agreement 19-01 for the Newkom Ranch Subdivisions on January 21, 2020.

Based on the configuration of the BSMP and the location of existing infrastructure, the initial development phase, Newkom Ranch, will require construction improvements to Bogue Road from SR 99 to Railroad Avenue. A portion of these improvement costs along Bogue Road are City impact fee eligible. Concurrently, the City programmed American Rescue Plan Act of 2021 (ARPA) funds to aid the construction of the Bogue Road Sewer Extension project, included in this segment of Bogue Road, to help extend a critical segment of the proposed trunk line sewer main to the west, to also aid future development by providing capacity for the west and northern portions of the City.

Analysis:

Historically, the City has required developers to build as they go and enter reimbursement agreements for fee-eligible items. This historical process has had negative consequences at times, where roads are improved in an incremental fashion or development stalls because of the risk of unknown reimbursement timelines for the developer. In addition, the current condition of this portion of Bogue Road is in poor shape, and regardless of the status of the BSMP, maintenance work is necessary.

The staff recognizes that in addition to City maintenance needs, some of the infrastructure required for Bogue Road is for future capacity, aligned with the full build out of the City, thus a substantial portion of the costs are eligible for City reimbursement. Also, as mentioned previously, the current condition of Bogue Road needs maintenance work. If the Newkom Ranch developer is required to address the existing deficiencies as well as construct the buildout of the road, it will place the development in a negative financial position due to the cost of these improvements. The full buildout of this development will not recover enough impact fee dollars to offset the initial Bogue Road costs.

Staff analyzed funding and development impacts associated with the request. Through review, there are many potential benefits to the City and residents that may occur should the City consider modifying the existing Development Agreement and help upfront the City's obligations associated with the

infrastructure:

1. Construction of a consistent – fully built out / improved roadway segment
2. Avoiding conflicts and redundant costs associated with sewer line construction
3. Backbone infrastructure is put in place for commercial and residential properties within BSMP, as well as existing properties located north of Bogue Road
4. Revenue to the City through property and sales tax
5. Needed housing for the community
6. Needed commercial for the area (i.e. potential grocery store)

A Development Agreement provides the opportunity to establish specific terms and conditions associated with funding, developer obligations, and timelines. Through an amendment, staff anticipates clarifying costs and scope related to SR 99 improvements to access Bogue Road, future commercial sites, and also looking to streamline development processes for commercial Tentative Parcel Maps and Development Plan approval with the high level of review and design that has been provided in the BSMP.

Most of the proposed Development Agreement revisions occur in Sections 4 (Developer Obligations) and 5 (City Obligations) and pertain to the responsibility of each party to design and install various infrastructure improvements.

In proposed Sections 5.5 – 5.7, it is proposed the City will conduct ministerial (staff-level review and approvals) for Tentative Parcel Maps for commercial and office park designated areas, and Development Plans for Medium-High density residential uses, and commercial and office park designated areas.

This proposal aligns with current requirements for Development Plans within the Central City Specific Plan area. All Development Plans are approved ministerially (staff-level) that are consistent with the Master Plan and Zoning Code requirements.

Environmental Considerations:

An EIR was certified for the BSMP (SCH #2017012009) by the City Council on December 17, 2019. The Newkom Ranch area within the BSMP contained project-specific environmental analysis so no further environmental review is required for subsequent approvals that are proposed consistent with the certified EIR and there are no occurrences of any of the circumstances described in Public Resources Code (PRC) Section 21166.

The proposed amendments to the adopted Newkom Ranch Development Agreement do not propose physical changes to the environment that were not previously analyzed by the certified EIR. Development resulting from the provisions contained within the Development Agreement amendment will only occur within the Newkom Ranch portion of the BSMP, and development, including needed infrastructure, will be consistent with the existing adopted BSMP and adopted Zoning Code standards. All applicable mitigation measures adopted as part of the certified EIR will be implemented on development proposed. As a result, no additional environmental review is required for this Development Agreement amendment.

Fiscal Impact:

Staff time with this action. Existing budgeted monies are paying for the staff time to process this item. The request from Newkom Ranch, LLC is for the City to help front Bogue Road and SR-99 improvements, where the City would contribute to building first and wait for development to occur with reimbursement. The road costs are estimated at approximately \$9M, including maintenance needs.

Sewer line improvements are estimated at a cost of \$3-4M. The City has previously programmed \$2M of ARPA funds for the sewer extension work.

An alternative option to utilizing cash to fund the improvements is to finance the project through bonds. If Council is interested in this option, staff will work with municipal financial advisors to determine the options.

Through the process of establishing an amended Development Agreement, costs, funding options, (such as bonding), and timelines for development reimbursement to initiate will be further analyzed and provided to Council for future consideration.

Recommendations:

Adopt an Uncodified Ordinance of the City Council of the City of Yuba City adopting the Restated Newkom Ranch Development Agreement for the Newkom Ranch Portion of the Bogue-Stewart Master Plan; Assessor's Parcels 55-240- 011, 55-240-013, 55-240-012, 55-240-015, 55-240-017, 55-240-016, 55-240- 018, 55-240-005; by title only and waive the second reading

Attachments:

1. City Council Uncodified Ordinance
2. Bogue Stewart Master Plan Land Use Map
3. Map of Newkom Ranch Area

Prepared By:

Doug Libby, AICP
Deputy Development Services Director

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING THE RESTATED DEVELOPMENT AGREEMENT FOR THE NEWKOM RANCH PORTION OF THE BOGUE STEWART MASTER PLAN AREA (ASSESSOR'S PARCELS 55-240-011, 55-240-013, 55-240-012, 55-240-015, 55-240-017, 55-240-016, 55-240-018, 55-240-005)

WHEREAS, the City Council of the City of Yuba City approved the Bogue-Stewart Master Plan (BSMP) and related entitlements for the Newkom Ranch portion of the plan area on December 17, 2019 and January 21, 2020 that included the following development applications:

- General Plan Amendment 14-05
- Specific Plan Amendment 16-05
- Rezoning 14-04
- Tentative Subdivision Maps 14-06 and 14-07
- Environmental Assessment 14-14 (Certification of the EIR, SCH #2017012009)

WHEREAS, approval of Tentative Subdivision Maps 14-06 and 14-07 included a Development Agreement by and between the City of Yuba City and Newkom Ranch LLC, that was recorded as Document Number 2020-0010615; and

WHEREAS, on October 17, 2023, the City Council of the City of Yuba City unanimously authorized City staff to initiate an amendment to the existing Newkom Ranch Development Agreement to establish terms to facilitate the installation of infrastructure needed to allow development to commence and to streamline approvals for the first phase of development; and

WHEREAS, an Environmental Impact Report (EIR) was previously certified for the BSMP (SCH #2017012009) by the City Council on December 17, 2019. The Newkom Ranch area within the BSMP contained project-specific environmental analysis so that no further environmental review is required for subsequent approvals that are proposed consistent with the certified EIR and there are no occurrences of any of the circumstances described in Public Resources Code (PRC) Section 21166. The proposed amendments to the adopted Development Agreement do not propose physical changes to the environment that were not previously analyzed by the certified EIR. Development resulting from the provisions contained within the area covered by the Restated Development Agreement will only occur within the Newkom Ranch portion of the BSMP, and development, including needed infrastructure, will be consistent with the existing adopted BSMP and existing adopted Zoning Code standards. All applicable mitigation measures adopted as part of the certified EIR will be implemented on development proposed and no additional environmental review is required for this Development Agreement amendment.

WHEREAS, on January 24, 2024, the Planning Commission conducted a duly noticed public hearing on the proposed Development Agreement Amendment, at which time it received input from City Staff, the applicant; the public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission, after which public testimony was closed; and

WHEREAS, by a 5-1 vote, the Planning Commission adopted a Resolution recommending approval of the Restated Newkom Ranch Development Agreement to the City Council; and

WHEREAS, Sections 65864-65869.5 of the California Government Code authorize the City to enter into development agreements and requires the planning agency of the City to find the proposed Development Agreement to be consistent with the policies and programs of the General Plan and any applicable specific plan, which the Planning Commission has done; and

WHEREAS, Government Code Section 65865 authorizes the City to enter into development agreements with any person having a legal or equitable interest in real property, which interest Developer has in the affected property; and

WHEREAS, pursuant to California Government Code Sections 65867 and 65090, the City published a legal notice of the public hearing regarding the proposed Restated Development Agreement to be held by the City Council on February 6, 2024. In addition, a public hearing notice was mailed to each property owner within at least 300 feet of the project site, indicating the date and time of the public hearing regarding the Development Agreement; and

WHEREAS, the City Council considered the provisions of the Restated Newkom Ranch Development Agreement at a public hearing on February 6, 2024, and all interested parties were given an opportunity to be heard regarding the Agreement, and thereafter the City Council introduced this Ordinance; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred, and the City Council desires to approve a Restated Development Agreement between the City of Yuba City and Newkom Ranch LLC, Hust Brothers, Inc., and Cal Sierra LP, by adoption of this Ordinance.

NOW, THEREFORE, the City Council of the City of Yuba City does ordain as follows:

1. Recitals: The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.
2. CEQA Finding. The City Council finds and determines that an Environmental Impact Report (EIR) was certified for the BSMP (SCH #2017012009) by the City Council on December 17, 2019. The Newkom Ranch area within the BSMP contained project-specific environmental analysis so that no further environmental review is required for subsequent approvals that are proposed consistent with the certified EIR. There are no occurrences of any of the circumstances described in Public Resources Code (PRC) Section 21166 and CEQA Guidelines, section 15162 that would require subsequent environmental analysis. The proposed amendments to the adopted Newkom Ranch development agreement do not propose physical changes to the environment that were not previously analyzed by the certified EIR. Development resulting from the provisions contained within the Restated Development Agreement will only occur within the Newkom Ranch portion of the BSMP, and development, including needed infrastructure, will be consistent with the existing adopted BSMP and existing adopted Zoning Code standards. All applicable mitigation measures adopted as part of the certified EIR will be implemented on development proposed and no additional environmental review is required for this Restated Development Agreement amendment.
3. Restated Development Agreement Findings. Pursuant to the Government Section Code 65864 through 65869.5 and in light of the record before it including the staff report and all attachments, and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with the entitlements for the

Sohal Ranch Subdivision, the Planning Commission recommends the City Council make the following findings pertaining to the Development Agreement.

a. The proposed Development Agreement is consistent with the goals and policies of the General Plan, its purposes, and applicable Specific Plan(s).

Evidence: The proposed amendment to the Development Agreement clarifies the obligations between the City and developer(s) to facilitate the installation of infrastructure needed to serve the development and allow development to commence.

To facilitate development approvals, the Development Agreement provides for ministerial staff-level approvals of tentative parcel maps for commercial and office park designated areas, ministerial review of development plans for commercial and office park designated areas and finally, ministerial review of development plans on lands designated for Medium-High density residential that are consistent with the BSMP and existing adopted City development standards.

b. The Development Agreement is consistent with and furthers a number of goals and objectives identified in the City's General Plan.

Evidence: The amendment to the Newkom Ranch Development Agreement requires development consistent with the adopted BSMP and existing adopted City development standards. Amendments proposed are designed to facilitate the installation of infrastructure needed to serve the development and to streamline first-phase development approvals. Due to development occurring consistent with the existing adopted BSMP, the proposed Development Agreement is consistent with and furthers the goals and objectives of the Yuba City General Plan.

c. Water Supply Assessment.

Evidence: A Water Supply Assessment was adopted as part of the BSMP entitlement approvals. Development proposed by proposed amendment to the Newkom Ranch Development Agreement is consistent with the BSMP and the previous Water Supply Assessment prepared for the project.

d. The project has adequate flood protection.

Evidence: On August 16, 2022, the City Council of the City of Yuba City adopted Resolution No. 22-121, acting as the land use agency, accepting evidence in support of a finding of 200-year urban level of flood protection due to the facilities of the State Plan of Flood Control have been rehabilitated by the Sutter Buttes Flood Control Agency through the Feather River West Levee Project.

4. Approval of the Restated Development Agreement. Based on the information provided above, the City Council of Yuba City adopts this ordinance approving the Restated Development Agreement between the City of Yuba City and Newkom Ranch LLC, Hust Brothers, Inc., and Cal Sierra LP, a copy of which is attached hereto as Exhibit A. The Restated Development Agreement shall supersede and replace the original Development Agreement in its entirety.

5. Severability: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.
6. Effective Date: This ordinance shall be in full force and effect thirty (30) days after its passage. However, the Agreement shall not become operative until the affected property is annexed into the City within the time specified by the Agreement.
7. Certification: The City Clerk shall certify to the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 6th day of February 2024 and passed and adopted at a regular meeting held on the 20th day of February, 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

EXHIBIT "A"

**NEWKOM RANCH RESTATED
DEVELOPMENT AGREEMENT**

Recording Requested by:

Development Services Department
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA

When Recorded Mail To:

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

DOCUMENT WILL BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE

[Space Above for Recorder's Use]

RESTATED DEVELOPMENT AGREEMENT

by and between

NEWKOM RANCH LLC
A California Limited Liability Company

HUST BROTHERS, INC
A California Corporation

CAL SIERRA LIMITED, LP
A California Limited Partnership

and

CITY OF YUBA CITY
A General Law City

(Newkom Ranch Development Agreement)

RESTATED DEVELOPMENT AGREEMENT
by and between

NEWKOM RANCH LLC
A California Limited Liability Company

HUST BROTHERS, INC
A California Corporation

CAL SIERRA LIMITED, LP
A California Limited Partnership

and

CITY OF YUBA CITY,
A General Law City

(Restated Newkom Ranch Development Agreement)

THIS RESTATED DEVELOPMENT AGREEMENT dated _____, 2024 (Effective Date), at Yuba City, California (hereinafter referred to as "Agreement" or "Development Agreement"), is entered into by and between Newkom Ranch, LLC, a California limited liability company, Hust Brothers, Inc., a California corporation, and Cal Sierra Limited LP, a California limited partnership (hereinafter referred to as "Newkom Ranch Landowners," "Landowner" or "Developer") and the City of Yuba City, a general law city, created and existing under the laws of the State of California (hereinafter referred to as "the City"), pursuant to the authority of Sections 65864-65869.5 of the Government Code of the State of California.

RECITALS

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 *et seq.* of the Government Code (the "Development Agreement Statute"), which authorizes the City to enter into a binding property development agreement with any person having a legal or equitable interest in real property for the development associated with such property in order to establish certain development rights in the property which is the subject of the development project application.

B. City Procedure and Requirements. The City has implemented the provisions of Government Code Section 65864 *et seq.* and is authorized to enter into development agreements with persons having legal or equitable interests in real property located in the City.

C. Landowners. The Landowners are Newkom Ranch LLC, a California limited liability company organized under the laws of the State of California, Hust Brothers, Inc., a California corporation organized under the laws of the State of California, and Cal Sierra Limited LP, a California limited partnership organized under the laws of the State of California. Landowners are sometimes referred to as "Developer" herein.

D. Property. The subject of this Agreement is the development of that certain property commonly known as Newkom Ranch, consisting of approximately 161.17 acres located

in the County of Sutter, as described and depicted in Exhibit A, attached hereto and incorporated herein by reference (referred to as “the Property”). Landowners own the Property in fee and represents that all other persons holding legal or equitable interests in the Property shall be bound by this Agreement.

E. Bogue-Stewart Master Plan (“Master Plan” or “BSMP”). The Property is located within the area subject to the Bogue-Stewart Master Plan.

F. Project. The development of the Property is in accordance with the City’s General Plan, as amended, the Master Plan, and the Development Approvals shall be referred to herein as the “Project.”

G. The Environmental Impact Report. The City examined the environmental effects of this Agreement and the Development Approvals in the Environmental Impact Report (the “EIR”) (SCH No. 2017012009) prepared pursuant to the California Environmental Quality Act (“CEQA”). The City Council reviewed and certified the EIR as adequate and complete as part of the approval of the Development Approvals.

H. Purposes. The Landowner and City previously entered into a Development Agreement by and Between Newkom Ranch, LLC and the City of Yuba City, which was approved by those two parties and recorded with the County of Sutter on July 22, 2020, as document no. 2022-0010615 (“Original Development Agreement”). The parties now desire to enter into this Agreement, which encompasses the same property and shall supersede and replace the Original Development Agreement in its entirety. Further, it is the intent to add two additional parties to this Agreement consisting of Hust Brothers, Inc., and Cal Sierra Limited LP. Finally, the Developer has requested the City construct certain infrastructure improvements that will benefit both this and other properties, which will allow Developer to more quickly start construction, and which the Developer and third parties shall reimburse the City based on their pro-rata share as set forth in this Agreement.

The Parties also desire to enter into an updated agreement for the purpose of continuing to implement the plan for subdividing and development of Newkom Ranch as set forth herein and in the Master Plan, and Development Approvals and for mitigating the environmental impacts of such development as identified in the EIR. The City has an expressed interest in ensuring the proper growth of the community by entering into development agreements as a method whereby a level of assurance can be achieved to meet that interest. The City has determined that the development of Newkom Ranch pursuant to the proposed Tentative Subdivision Maps Nos. 14-06 (large lot), 14-07 (small lots), as may be subsequently refined as identified in the “Development Approvals,” below, is a development for which a Development Agreement is appropriate. A Development Agreement will provide certain benefits to the City; will eliminate uncertainty in the City’s land use planning for and secure orderly development of the Property in accordance with the policies and goals set forth in the City’s General Plan and consistent with the BSMP. The Landowner has incurred and will incur substantial costs in order to comply with the conditions of approval and to assure development of the Property in accordance with this Agreement. In exchange for these benefits to the City and the public, the Landowner desires to receive assurance that the City shall grant permits and approvals required for the development of the Property in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the Parties desire to enter into this Agreement.

I. Entitlements Associated with the Project. In addition to this Agreement, the following entitlements and future entitlement applications are associated with the Project, including:

- General Plan Amendment 14-05 (previously approved).
- Specific Plan Amendment 16-05 (previously approved).
- Rezoning 14-04 (previously approved).
- Tentative Subdivision Maps 14-06 and 14-07 (previously approved), pending Substantial Conformance Tentative Subdivision Maps (“TSM”) 14-07 and 23-004 (Newkom Ranch South) (approvals may occur after adoption of the Development Agreement).
- Pending Tentative Parcel Maps 23-004 (South Pointe Marketplace) and 23-004 (South Pointe Office Park) (approvals may occur after adoption of the Development Agreement).
- Environmental Assessment 14-14 (Certification of the EIR) (previously approved).

The entitlements are collectively referred to as “Development Approvals.”

J. Adequacy of CEQA Environmental Documentation. The Yuba City Council certified an Environmental Impact Report (“EIR”) for the Bogue-Stewart Master Plan (SCH #2017012009) on December 17, 2019, which also included a project level review of the Newkom Ranch Tentative Subdivision Maps (“TSM”) 14-06 (large lot), 14-07 (small lots). The proposed Substantial Conformance TSM 14-07, Newkom Ranch South TSM 23-004 (small lot), South Pointe Marketplace TPM 23-004, and South Pointe Office Park TPM 23-003 are included within the boundary of TSM 14-06 and 14-07. In January, 2014 Newkom Ranch LLC submitted an application to the City to develop a portion of the BSMP referred to as the Newkom Ranch Tentative Subdivision Maps. The original application included the Newkom Ranch properties, with some surrounding properties along Bogue Road. The original application request was for a large lot and small lot Tentative Map, General Plan Amendment, and Pre-annexation Zoning for those properties. An EIR and Technical Master Plan were then prepared for the expanded BSMP area, including the Project properties, which includes a project-level analysis of the Property.

Following consideration of the CEQA environmental documentation and after conducting a duly noticed public hearing, the City Council found that the provisions of this Agreement are consistent with and within the scope of the EIR and that adoption of this Agreement involves no new impacts not considered in the EIR. Specifically, the Development Agreement is consistent with, and does not result in any modification of the conclusions reached in, the environmental assessment of the EIR. Further, the EIR was recently certified. The City Council found that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the previously certified EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the EIR that the project will have significant effect not discussed in the EIR. As such, the City Council determined this Agreement has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines Section 15162, and no further action or review is required under CEQA.

K. Development Agreement Adoption. After conducting a duly noticed public hearing and making the requisite findings, the City Council by the adoption of an Ordinance approved this Agreement and authorized its execution. The City has determined that this Agreement furthers the public health, safety and general welfare, that the provisions of this Agreement are consistent with the goals and policies of the General Plan and is a community benefit. The City and Developer have determined that the project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Development Approvals and certain subsequent development approvals, thereby encouraging planning for, investment in and commitment to use and develop the Property. Continued use and development of the Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement laws were enacted, including (1) providing for the development of unused land; (2) providing increased tax revenues for the City; (3) providing for jobs and economic development in the City; and (4) providing for infrastructure improvements that can be utilized by regional users and future users.

L. Consistency with Yuba City General Plan and Bogue-Stewart Master Plan. Development of the Property in accordance with this Agreement will provide for orderly growth and development in accordance with the policies set forth in the City General Plan, as amended, the Master Plan and the Development Approvals. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City Council finds and declares that this Agreement is consistent with the General Plan of the City, the Master Plan, and with the Development Approvals.

M. Landowner Payments for the Costs of Public Infrastructure, Facilities, and Services. Landowner agrees to pay the costs of such City of Yuba City public facilities and services as herein provided to mitigate impacts of the development of the Property, and City agrees to assure that Landowner may proceed and complete development of the Property, in accordance with the terms and conditions of this Agreement. City's approval of development of the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make such payments toward the costs of public improvements and services as herein provided to mitigate the impacts of development of the Property.

N. Development Agreement Ordinance. City and Landowner have taken all actions mandated by and fulfilled all requirements set forth in the California Government Code Sections 65864 through 65869.5 regulating the use of development agreements.

O. Flood Hazard. The City has imposed conditions on the project that will protect the property to the urban level of flood protection in urban and urbanizing areas. Such conditions may also be implemented as conditions of tentative maps or other entitlements.

NOW THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5, and in consideration of the mutual covenants and promises contained herein, the adequacy and sufficiency of which is hereby acknowledged, the Landowner and the City, each individually referred to as a Party and collectively referred to as the Parties ("Parties"), agree as follows:

AGREEMENT

1. General Provisions.

1.1 Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both, are hereby incorporated in this Agreement as if set forth herein in full. For the purposes of clarity, the Original Agreement is superseded and replaced by this Agreement in its entirety, and the Original Agreement shall be of no further force and effect.

1.2 Definitions. In addition to the defined terms in the Preamble and the Recitals, each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

1.2.1 Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to develop the Project, including, but not limited to, architectural review approvals, building permits, site clearance and demolition permits, grading permits and utility connection permits.

1.2.2 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City govern the permitted uses of land, density, design, improvements and construction standards and specifications applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, City Laws shall include the City's General Plan, the BSMP, the Zoning Regulations of the City of Yuba City, and the Subdivision Regulations of the City of Yuba City.

1.2.3 Conditions. All conditions, exactions, fees or payments, dedication or reservation requirements, obligations for on or off-site improvements, services or other conditions of approval called for in connection with the development of or construction on the Property under the Existing City Laws, whether such conditions of approval constitute public improvements, or mitigation measures in connection with environmental review of any aspect of the Project.

1.2.4 Director. The City's Director of the Development Services Department.

1.2.5 Existing City Laws. The City Laws in effect as of the Effective Date of the Original Development Agreement.

1.2.6 Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any codes, statutes or executive mandates in any court decision, state or federal, thereunder.

1.2.7 Mortgagee. "Mortgagee" means: (a) the holder of the beneficial interest under a Mortgage; (b) the lessor under a sale and leaseback Mortgage; and (c) any successors, assigns and designees of the foregoing.

1.2.8 Party. A signatory to this Agreement: or a successor or assign of a signatory to this Agreement.

1.2.9 Property. The Property is that property described and shown on Exhibit A. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Property and the benefits and burdens hereof shall bind and inure to all successors-in-interest to the parties hereto.

2. Effective Date: Term.

2.1 Recordation. Not later than ten (10) days after the Effective Date, the Parties shall cause this Agreement to be recorded in the Official Records of the County of Sutter, State of California, as provided for in Government Code Section 65868.5. However, failure to record this Agreement within ten (10) days shall not affect its validity or enforceability by and between the Parties.

2.2 Term. Except as provided herein, the term of this Agreement is deemed to commence at the effective date of the Original Development Agreement (February 21, 2020), and shall terminate twenty (20) years thereafter (February 21, 2040); provided, however, that the initial term shall be automatically extended for an additional five (5) year term if the Parties have not completed their obligations pursuant to Section 4 ("Term"), for a total of twenty-five (25) years. If the Parties still have not completed their obligations pursuant to Section 4 by the end of the initial automatic extension period, either the City or the Landowner shall have the right to request up to two (2) additional five (5) year extensions [for a total of thirty-five (35) years] in order to complete any obligations under this Agreement. In order to consider the request for an extension timely, the extension must be requested by either the City or Landowner in writing delivered to the other party prior to the expiration date of the then current Term. Following the expiration of the Term, this Agreement shall be deemed terminated and be of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty emanating from City Entitlements on the Property approved concurrently with or subsequent to the approval of this Agreement.

3. General Development of the Project.

3.1 Project: Vested Entitlements.

3.1.1 The City has adopted certain approvals in connection with the Property, including the adoption of the Master Plan, the tentative maps and the EIR Certification. To the extent the provisions of this Agreement conflicts with the General Plan and Bogue-Stewart Master Plan, those plans shall take precedence.

3.1.2 Development of the Property shall be governed by this Agreement, and the Development Approvals. Other than the Phase 1 Backbone Improvements outlined in Section 4.2, this Agreement does not impose affirmative obligations on the Landowner to commence development of the Project, or any phase thereof, in advance of its decision to do so.

3.1.3 The permitted uses of the Property, the density and intensity of use, including, but not limited to, minimum landscape areas, maximum lot coverage, minimum and maximum number of parking spaces, and the allowable floor area ratios, and provisions for public improvements and all mitigation measures and conditions required or imposed in order to minimize or eliminate environmental impacts or any impacts of the Property applicable to development of the Property, are as set forth in ordinances, policies, and standards in effect as of the Effective Date of the Original

Development Agreement and are hereby vested subject to the provisions of this Agreement (“Vested Entitlements”).

3.2 Project Phasing. Landowner and City acknowledge and agree that the Project is designed to be developed in phases. The Parties also acknowledge and agree that presently the Landowner cannot predict the timing of the Project phasing. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that failure of the Parties therein to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the Parties’ agreement, it is the Parties’ intent to cure that deficiency by acknowledging and providing that the Landowner shall have the right to develop the building components of the Project in phases in accordance with the Development Approvals and at such times as the Landowner deems appropriate within the exercise of its subjective business judgment and the provisions of this Agreement. For clarification, this section’s clarification of Project phasing and acknowledgment that development of the same may occur as the Landowner deems appropriate is independent from, and does not affect, Landowner’s separate obligations to install Phase 1 Backbone Improvements as described by this Agreement, including mandatory timelines for the same.

3.3 Other Government Permits. The Landowner or City (whichever is appropriate) shall apply for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Project (such as public utility districts, Gilsizer County Drainage District, the U.S. Army Corps of Engineers, or CalTrans) as may be required for the development of, or provision of services to, the Project. The City shall promptly and diligently cooperate, at no cost or damage to the City, with the Landowner in its endeavors to obtain such permits and approvals and, from time-to-time at the request of the Landowner, and shall attempt with due diligence and in good faith to enter into binding agreements with any such entity in order to assume the availability of such permits and approvals of services. To the extent allowed by law, the Landowner shall be a party or third-party beneficiary to any such agreement and shall be entitled to enforce the rights of the Landowner or City thereunder or the duties and obligations of the parties thereto. The Landowner shall reimburse the City for all its expenses, including, but not limited to, legal fees and staff time incurred in entering into such agreements, in accordance with the terms and conditions of that certain Funding Agreement for Staff Costs and Consulting Contract entered into between the parties in 2016.

3.4 Additional Fees. Except as set forth in this Agreement, the City shall not impose any further or additional fees, taxes or assessments, whether through exercise of the police power, the taxing power, or any other means, other than those required by Existing City Laws and this Agreement, provided that:

3.4.1 Community Facilities District. Prior to the approval of any final map within the area covered by this Agreement, the Developer shall be required to enter into a Community Facilities District (“CFD”) or similar funding mechanism acceptable to the City for the purpose of funding on-going operational costs for police, fire, and other government services and for the on-going maintenance costs for road and park facilities.

Developer shall cooperate in the formation or annexation to the CFD or funding mechanism, and irrevocably consents herewith to the levy of such special taxes, establishment of funding mechanisms, or collection of other fees or charges, as are necessary to fund the operational and/or maintenance costs.

3.4.2 The City may charge the Landowner the standard processing fees for land use approvals, building permits and other similar permits, which are in force and effect on a City-wide basis at the time application is submitted for those permits.

3.4.3 City shall have the authority to enact or increase development impact fees provided the fees are consistent with the fees applied to other properties in the City or area wide that is similarly situated.

3.4.4 If the City exercises its taxing power in a manner which will not change any of the conditions applicable to the Project and so long as any taxes are uniformly applied on a City-wide or area-wide basis, as defined below, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City or area wide that is similarly situated.

3.4.5 If state or federal laws are adopted which enable cities to impose fees on existing projects and if, consequently, the City adopts enabling legislation and imposes fees on existing projects on a City-wide basis, these fees may be imposed on the Project, which fees shall be consistent with the fees imposed on other properties in the City similarly situated.

3.4.6 Landowner shall pay the following fees:

i. City-wide development impact fees, which may include but not be limited to:

- Parks and Recreation
- Community Civic Center
- Fire Protection
- Library Services
- Police Protection
- Roadways/Traffic
- Flood Protection/Levee Improvements
- City Corporation Yard
- Drainage
- Administration Component
- Connection and Trunk Line Fees (Water and Sewer)
- Applicable County Development Impact fees

ii. A Park and Recreation Development Impact Fee to cover development of neighborhood parks per Section 4.2.5 of this Agreement.

iii. Any fees that Developer is obligated to directly pay to any Federal, State, County or local agency (other than any City Agency) under applicable Federal, State, County or local law.

iv. Any fees the City is legally required to collect for other State or Federal agencies pursuant to State or Federal law or any City agreement or City ordinance that the City is legally mandated or required to adopt or enter into to comply with State or Federal law or a judgment of a court of law, but only to the extent necessary to satisfy such compliance.

v. Fees shall be paid at the then-applicable rate in effect at the time building permits are obtained. Certain City fees may be deferred to prior to issuance of a certificate of occupancy if otherwise allowed by City ordinance, regulation, or policy.

vi. The parties also acknowledge that the City is currently assessing a publicly administered fee program for the Bogue-Stewart Master Plan area. If adopted, this program may impose fee(s) applicable to the entire area including the Property. Landowner agrees to pay such fee(s) once adopted by the City. Nothing in this Agreement shall preclude Landowner from objecting to or contesting the adoption of the fees in the same manner as any other member of the public.

3.4.7 For purposes of this Agreement, "area wide" shall cover not only the Property, but also at least all parcels zoned and/or developed in a manner similar to the Property and located in the combined area of the Master Plan. The Parties acknowledge that the provisions contained in this Section 3.4 are intended to implement the intent of the Parties that the Landowner has the right to develop the Project pursuant to specified and known criteria and rules, and that the City receives the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations.

3.5 Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including but not limited to, any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise provided in this Agreement, the laws and policies applicable to the Property are set forth in Existing City Laws (regardless of future changes in these by the City), and this Agreement. The Project has vested rights to be built and occupied on the Property, provided that the City may apply and enforce the Uniform Building Code (including the Uniform Mechanical Code, Uniform Electrical Code and Uniform Plumbing Code) and Uniform Fire Code and all applicable hazardous materials regulations in effect at the time the Landowner applies for any particular building permits for any particular building or other development aspect of the Project.

3.6 Application of New Laws. Nothing herein shall prevent the City from applying to the Property new federal, state or City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement; and which do not alter the terms, impose any further or additional fees or impose any other conditions requiring additional traffic improvements requirements or additional off-site improvements that are inconsistent with this Agreement or the intent of this Agreement. Any action or proceeding of the City that has any of the following effects on the Project shall be considered to be in conflict with this Agreement and the existing City Laws, and shall not be applied by the City to the Project or this Agreement:

3.6.1 Limiting the uses permitted on the Property;

3.6.2 Limiting or reducing the density or intensity of uses, the maximum height, the allowable floor area ratios, the required number of parking spaces, increasing the amount of required landscaping or reservations and dedications of land for public purposes;

3.6.3 Limiting the timing or phasing of the Project in any manner that is inconsistent with or more restrictive than the provisions of this Agreement;

3.6.4 Limiting the location of building sites, grading or other improvement on the Property in a manner that is inconsistent with or more restrictive than the limitations included in this Agreement; or

3.6.5 Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by this Agreement.

3.7 Moratorium, Quotas, Restrictions, or Other Limitations. Without limiting the City's standard application processing procedures, no moratorium or other limitation affecting building permits or other land use entitlements, or the rate, timing or sequencing thereof shall apply to the Project.

3.8 Easements: Improvements. The City shall cooperate with the Landowner in connection with any arrangements for abandoning existing utility or other easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project.

3.9 Farming Rights. The City shall acknowledge that the Landowner shall have the right to continue to farm the lands non-developed portion of the Property.

4. Developer Obligations

4.1 Public Improvements: Developer shall be responsible for constructing and financing the public infrastructure improvements necessary to serve the Project and as provided in this Agreement and the Development Approvals including the BSMP Public Facilities Financing Plan. Developer agrees to dedicate, construct or acquire the improvements or facilities and to perform the obligations set forth in this Section 4 at Developer's expense, subject only to those reimbursements and credits as specified in this Agreement. Public infrastructure improvements shall be designed and constructed in accordance with the improvement plans approved by City for such improvements, and in accordance with the requirements and regulations pursuant to California State law.

4.2 Developer Obligations. Developer shall be obligated to construct and finance the public infrastructure improvements as called out in the BSMP Public Facilities Finance Plan and as provided below and in the approved TSMs, in accordance with the BSMP and consistent with the City's infrastructure Master Plans. For public infrastructure improvements not identified as Phase 1 Backbone Improvements Developer shall be required to post appropriate financial security with City prior to recordation of Final Maps, consistent with Project conditions of approval and as called out in the Public Facilities Financing Plan. For Phase 1 Backbone Improvements, Developer shall be required to post security as required by Section 4.2.6. The Developer may be entitled to fee credits as provided in Section 6.1. The improvements identified in the subsequent subsections are the "Phase 1 Backbone Improvements."

4.2.1 Roads. Roads shall be constructed per the approved phased infrastructure improvement matrix per the tentative map conditions of approval, Master Plan and as provided in the approved tentative maps or other discretionary City permits. On-site improvements shall be as per project approvals and approved improvement

plans. The Developer agrees to construct the Phase 1 Backbone Improvements as follows:

i. **Phillips Road Improvements:** Developer agrees to design and construct the Phillips Road Improvements from Bogue Road to Newkom Ranch Drive including wet and dry utilities.

ii. **Design:** Developer agrees commence design and permitting of Phase 1 Backbone Improvements outlined in Section 4.2.1.i. within sixty (60) days of the approval of the Restated Development Agreement.

iii. **Improvement Plan Approval and Permitting:** Developer agrees to use all reasonable efforts to work diligently to obtain all required permits and approvals for the Phase 1 Backbone Improvements, outlined under Developer Obligation in Section 4.2.1.i., within twelve (12) months of the approval of the Restated Development Agreement.

iv. **Commencement of Construction:** Developer agrees to commence construction of Phase 1 Backbone Improvements within ninety (90) days of obtaining required permits and approval of Phase 1 Backbone Improvements plans, outlined under Developer Obligation in Section 4.2.1.i., unless the ninety (90) day window extends past October 1 in which case, construction would start no later than April 15 of the following year. The intent is not to force commencement of construction during the winter months. The Developer shall not be obligated to commence construction if the City is unable to commence construction for Phase 1 Backbone Infrastructure outlined in Section 5.

v. **Substantial Completion of Phase 1 Backbone Improvements:** Developer agrees to diligently work to complete construction of the Phase 1 Backbone Infrastructure Improvements, outlined under Developer Obligation in Section 4.2.1.i., within eighteen (18) months of commencing construction.

4.2.2 Storm Drainage. Developer shall provide necessary on-site and off-site improvements for storm drainage consistent with Project conditions of approval and as required by the City and the Gilsizer County Drainage District. Improvements shall be constructed for the approved phased infrastructure improvement matrix per the tentative map conditions of approval, Master Plan, and as provided in the approved tentative maps or other discretionary City permits. The Developer agrees to construct the backbone infrastructure listed below as part of the first phase of development.

i. **Detention Pond Improvements:** Developer agrees to design and construct Detention Pond Improvements to handle the area within Newkom Ranch north of Newkom Ranch Drive. These will be Phase 1 Backbone Improvements. The Detention Pond will be modified and enlarged in future phases to handle the drainage area outlined in the BSMP Drainage Plan.

ii. **Storm Drain Trunk Line Improvements:** Developer agrees to design and construct storm drain trunk line improvement from Newkom Ranch Drive to Detention Pond.

iii. Detention Pond Outfall Improvements: Developer agrees to design and construct outfall from the Detention Pond to Gilsizer Slough. The work includes the State Route 99 bore and jack, and permitting. Developer shall obtain at its own cost any needed easements from third parties for improvements to connect the outfall from the Detention Pond to Gilsizer Slough, and ensure the irrevocable offer of dedication of the same to the City as part of the dedication of the Phase 1 Backbone Improvements to the City.

iv. Design: Developer agrees commence design and permitting of Phase 1 Backbone Improvements outlined in Section 4.2.2.i. through 4.2.2.iii. within sixty (60) days of the approval of the Restated Development Agreement.

v. Improvement Plan Approval and Permitting. Developer agrees to use all reasonable efforts to work diligently to obtain all required permits and approvals for the Phase 1 Backbone Improvements, outlined under Developer Obligation in Section 4.2.2.i. through 4.2.2.iii., within twelve (12) months of the approval of the Restated Development Agreement.

vi. Commencement of Construction. Developer agrees to commence construction of Phase 1 Backbone Improvements within ninety (90) days of obtaining required permits and approval of Phase 1 Backbone Improvements plans, outlined under Developer Obligation in Section 4.2.2.i. through 4.2.2.iii, unless the ninety (90) day window extends past October 1 in which case, construction would start no later than April 15 of the following year. The intent is not to force commencement of construction during the winter months. The Developer shall not be obligated to commence construction if the City is unable to commence construction for Phase 1 Backbone Infrastructure outlined in Section 5.

vii. Substantial Completion of Phase 1 Backbone Improvements: Developer agrees to diligently work to complete construction of the Phase 1 Backbone Improvements, outlined under Developer Obligation in Section 4.2.2.i. through 4.2.2.iii., within eighteen (18) months of City commencing Bogue Road construction improvements that are identified as City obligations.

4.2.3 Sewer. Developer shall construct onsite sewer lines consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Improvements shall be constructed for the approved phased infrastructure improvement matrix per the tentative map conditions of approval, Master Plan, and as provided in the approved tentative maps or other discretionary City permits.

4.2.4 Water. Developer shall construct water line improvements consistent with the Master Plan and conditions of approval of the tentative maps and other discretionary City permits. Developer shall also be responsible for all on-site water line improvements. Improvements shall be constructed for the approved phased infrastructure improvement matrix per the tentative map conditions of approval, Master Plan, and as provided in the approved tentative maps or other discretionary City permits.

4.2.5 Park and Open Space Improvements and Dedications. Developer shall irrevocably offer for dedication to the City all park land and open space within Newkom Ranch during each phase of development as provided for in the Master Plan,

and per the approved phased infrastructure improvement matrix, required per the tentative map conditions of approval, prior to the recordation of the final map for each small lot within the Newkom Ranch property, and as prescribed per the Master Plan.

Developer shall pay to City a supplement to the Park and Recreation Development Impact Fee to cover development of neighborhood parks in the amount of \$3,200 per single-family residential unit and \$2,300 per multifamily unit, prior to issuance of a certificate of occupancy for each lot developed. Said fee shall be considered in addition to the City's existing Park and Recreation development impact fee specified in Section 3.4.7 of this Agreement. This fee is subject to inflation utilizing the Engineering News and Record Construction Index beginning February 21, 2020. This fee shall become inoperative should the City adopt a comprehensive Park and Recreation Development Impact fee update where neighborhood parks are incorporated into the City's fee program. Instead, the Project shall then be required to pay the comprehensive Park and Recreation Development Impact fee. Neighborhood Park Supplement Development Impact Fees acquired or earned prior to a comprehensive Park and Recreation Development Impact fee will remain to be considered Park and Recreation fee credits or reimbursements.

Prior to the application of the 117th single family residential building permit in total, in either properties described as Large Lot Parcel 1 or Large Lot Parcel 2 of the Newkom Ranch Tentative Subdivision Map, the Developer shall construct and dedicate the Neighborhood Park designated as Parcel A, in total (1.0 gross acres +/- or 0.8 net acres+/-), as designated on the tentative subdivision map(s). The construction improvement scope of the park is to include the:

Grading of the park area to drain, at a minimum cross slope of 1% to a maximum of 2%, or as approved by the Public Works Department.

Installation of an acceptable grass throughout the designated area with an approved irrigation system tied to the City's water distribution system.

No further building permits for single-family residential buildings shall be issued after the 117th building permit until the park is complete.

4.2.6 Security. For public infrastructure improvements not identified as Phase 1 Backbone Improvements, Developer shall be required to post appropriate financial security with City prior to recordation of Final Maps, consistent with Project conditions of approval and as called out in the Public Facilities Financing Plan. For Phase 1 Backbone Improvements, which are occurring on private property and will be subsequently dedicated to the City, Developer shall furnish to City the following improvement securities set forth below no less than 14 (fourteen) days prior to City Council award of construction for any City obligation improvements. Improvement security for Phase 1 Backbone Improvements shall be of the type as provided for in Government Code §66499, subject to review by the City Attorney and approval of the City Engineer, except that a letter of credit may not be used. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

i. **Performance Security.** The total amount shall equal 100% of the final total budgeted cost estimate, for developer obligations, less any work previously completed as, estimate set forth in Exhibit B, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount identified in Exhibit B and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash. In the alternative, Developer may provide a security interest in real property acceptable to the City Attorney and City Engineer, For the purposes of a security interest, the enacting ordinance for this Agreement, in conjunction the terms of this Agreement, is deemed to satisfy the prerequisites of Government Code §66499(a)(5). The Developer shall provide performance security for only item listed as Developer's obligation.

ii. **Payment Security.** The total amount shall equal 100% of the final total budgeted cost estimate, for developer obligations, less any work previously completed, except if such securities is in the form of a cash deposit or deposit or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of as identified in Exhibit B and in the form of a bond naming the City of Yuba City as obligee, or in the form of a certificate of deposit made payable only to the City of Yuba City, or cash. In the alternative, Developer may provide a security interest in real property acceptable to the City Attorney and City Engineer. For the purposes of a security interest, the enacting ordinance for this Agreement, in conjunction the terms of this Agreement, is deemed to satisfy the prerequisites of Government Code §66499(a)(5). The Developer shall provide payment security for only item listed as their obligation.

4.2.7 Damage Prior to Final Acceptance of Dedication – Phase 1

Backbone Improvements. Any damage to the work or improvements occurring after installation of the Phase 1 Backbone Improvements shall be made good to the satisfaction of the City Engineer by Developer before any securities are released or the final acceptance of the completed work.

4.2.8 Dedication of Phase 1 Backbone Improvements. Concurrent with acceptance, Developer shall irrevocably offer for dedication all improvements and associated right of way to the City for the Phase 1 Backbone Improvements at no cost to the City. The Developer will be entitled so all fee credits for dedication of right of way in accordance with City fee programs.

4.2.9 Remedy of Defects – Phase 1 Backbone Improvements. Developer shall remedy any defective work, labor or materials related to the Phase 1 Backbone Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Phase 1 Backbone Improvements by City.

4.2.10 Warranty Security. To ensure Developer complies with its obligations set forth in this Agreement regarding Phase 1 Backbone Improvements, on acceptance of the improvements by the City Engineer a maintenance bond serving as warranty

security shall be furnished to the City in the minimum amount of identified in Exhibit B, which represents ten (10) percent of the Performance Security amount. The warranty security shall serve as a guarantee and warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Phase 1 Backbone Improvements by the City.

4.2.11 Other Requirements for Phase 1 Backbone Improvements.

Developer shall comply with the following for all Phase 1 Backbone Improvements:

i. Mitigation. Developer shall comply with all applicable mitigation measures adopted with the certified EIR.

ii. Payment for Materials and Supplies. Developer and Developer's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction

iii. Plans and Specifications. Developer shall ensure that all construction for Phase 1 Backbone Improvements comply with the plans and specifications approved by the City Engineer.

iv. Work by Developer. It shall be the responsibility of Developer to coordinate all work done by Developer's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Developer. It shall further be the responsibility of Developer to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Developer to notify the City Engineer may cause delay for which Developer shall be solely responsible.

v. Inspections. Whenever Developer varies the period during which work is carried on each day, Developer shall give due notice to the City Engineer so that proper inspection may be provided. If Developer fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Developer of any obligation to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

vi. Street Surfacing and Underground Facilities. Concrete curbs and gutters, the sanitary sewer system and house connections, together with water mains, gas mains, and their respective service connections, and all other

facilities required to be installed underground shall be completed in the streets and alleys before installation of street and alley surfacing.

4.3 Reimbursement by Developer to Third Parties. In the event that facilities, including, but not limited to, roadway, sewer, water, drainage, and parks are constructed by third parties which benefit Developer, Developer agrees that it will pay to City for reimbursement to the third parties, Developer's pro-rata share, as reasonably determined by the City, of the cost of construction prior to the issuance of the first building permit in the Project. Third party reimbursement will include, in addition to construction costs, those costs associated with planning, design and permitting as set forth in Section 4.1 of this Agreement. For the purposes of this section, the City shall be considered a "third party" for any facility improvements which the City installed under this Agreement, and the Developer shall reimburse the Developers' pro-rata share to the City for the same in the amount reasonably determined by the City.

4.4 Covenants, Conditions and Restrictions; Enforcement by City. Upon the recordation of each final subdivision map or other development project, Developer shall record against such portion of the Property a master set of covenants, conditions and restrictions ("CC&R's") to require the development and use of the property to be consistent with the Project Entitlement development plan or other appropriate City designation and applicable design guidelines for the Project. The CC&R's shall include the covenants that all structures and landscaping within the Project are to be built, installed and maintained in accordance with the Master Plan and subject to an obligation to obtain design approval from the City prior to any construction or modification of such improvements. The CC&R's shall provide that the City shall be a third-party beneficiary thereof and may not be amended without the City's consent. As a third-party beneficiary, the City shall have the right, but no obligation, to review and/or enforce any covenant under the CC&R's and the City shall not be obligated hereby to respond to any demands or complaints thereunder or otherwise take any action with respect thereto. The CC&R's shall give the City the same rights as any other owner of record and enforce liens to recover the costs of such enforcement, which may include costs to perform maintenance obligations, remove trash or debris, tow any unlawfully parked vehicles, or other such violations, all at the cost of any defaulting party. The form of such CC&R's shall be subject to the review and approval by the City Attorney, which shall not be unreasonably withheld, prior to recordation thereof and prior to any amendment thereof that may affect the City's enforcement rights thereunder. City acknowledges that Developer shall not be obligated by the foregoing to form a homeowner's association.

4.5 Reimbursement for City Costs. Developer shall reimburse City for all of City's costs incurred in the drafting, negotiating, development, and implementation of this Agreement, including, but not limited to, the annual review pursuant to Section 7.1 in accordance with the terms and conditions of the Funding Agreement for Staff Costs and Consulting Contract entered into between the parties in 2016. Said costs shall include, but not be limited to, the full cost recovery of all City's staff time and City's attorney fees. This Agreement shall not take effect until the City costs, as provided for in this section, owed by Developer to City are paid to the City. Further, the Developer shall reimburse the City for costs of the design of stub out connections and similar utility connections, constructed as part of the City's obligations in Section 5, that accommodate subsequent connection by Developer.

4.6 Building and Site Design. Developer shall comply with the design intent of the Design Guidelines contained in the Bogue-Stewart Master Plan or in the City-wide adopted Design Guidelines, whichever is more restrictive as may be reasonably determined by the Development Services Director.

4.7 Permits and Work in the Public Right of Way. Nothing in this Agreement relieves the Developer from obligations to acquire an encroachment permit, or any other permit, required for work in the public right of way. If the City's contractor is also performing work in the right of way, the City's contractor shall have precedence over Developer's contractor to perform the work.

4.8 Staging Area. Upon request from the City, the Developer shall promptly provide a suitable staging area(s), at no cost to the City, for use by the City to construct infrastructure under Section 5.

5. City Obligations

5.1 Bogue Road: City agrees to design and construct the State Route 99 and Bogue Road Improvements from State Route 99 to just east of Railroad Avenue including wet and dry utilities. The Road will be constructed to the ultimate number of lanes required for traffic mitigation as indicated in the Master Plan Traffic Study with the development of commercial zone property in Large Lot 11 per the tentative subdivision map. The work will also include sewer, water, storm, a signal at Phillips Road, and a signal at Railroad Avenue. City will use AB 1600, Gas Tax, and other funds to perform these improvements that provide a regional benefit.

5.2 State Route 99 Improvements: City agrees to design and construct the improvements in State Route 99 outlined in the Bogue Stewart Master Plan Traffic Study. The work will include additional south bound left turn pocket and signal modifications. City will use AB 1600, Gas Tax, and other funds to perform these improvements that provide a regional benefit.

5.3 Regional Sewer Pump Station Improvements: City agrees to design and construct the Regional Sewer Pump Station. The Sewer Pump Station will be sized to provide a regional benefit in accordance with the City of Yuba City Sewer Master Plan. The service area will include the southern portion of the "Keyhole Area," center portion of the Bogue Stewart Master Plan Area, and Newkom Ranch. The Sewer Pump Station will be sized to handle sewer flow from the western part of the Yuba City SOI and Lincoln East Area. The City will use sewer connection fees and grant funds to perform these improvements that provide a regional benefit.

5.4 Bogue Road Sewer Trunk Line Improvements: City agrees to design and construct the Sewer Pump Station and Sewer Trunk Line Improvements located on Bogue Road from State Route 99 to just east of Railroad Avenue. The Sewer Lift Station and trunk line improvements will be sized to provide a regional benefit in accordance with the City of Yuba City Sewer Master Plan. The City will use sewer connection fees and grant funds to perform these improvements that provide a regional benefit.

5.5 Tentative Parcel Map for Commercial and Office Park: City and Developer agree there will be a ministerial staff level review and approval of a tentative parcel map for the creation of parcels with the commercial and office park zoned areas of the Newkom Ranch portion of the Bogue-Stewart Master Plan. The Developer shall demonstrate the tentative parcel map is consistent with the Bogue-Stewart Master Plan, Yuba City General Plan and applicable Municipal Code provisions. Additionally, the tentative parcel map shall be consistent with the Bogue-Stewart Master Plan certified EIR and shall comply with all applicable mitigation measures adopted as part of the certified EIR. Further, the Developer shall comply with all applicable conditions adopted with the previously approved Newkom Ranch Tentative

Subdivision Map. The staff level Development Review Committee (“DRC”) shall consist of at a minimum of the City’s Public Works, Development Services Director, and City Manager.

5.6 Development Plan Review for Commercial and Office Park: City and Developer agree there will be a ministerial DRC level Development Plan Review process for the Commercial and Office Park zoned areas within the Newkom Ranch portion of the Bogue-Stewart Master Plan. The Developer shall demonstrate a development plan is consistent with the Bogue-Stewart Master Plan, Yuba City General Plan and applicable Municipal Code provisions. Additionally, a development plan shall be consistent with the certified EIR adopted and shall comply with all applicable mitigation measures adopted with the certified EIR. Further, the Developer shall comply with all applicable conditions adopted with the previously approved Newkom Ranch Tentative Subdivision Map and/or tentative parcel map discussed in Section 5.5. It is mutually understood the Bogue-Stewart Master Plan includes an appendix with extensive Development Standards and Guidelines which supplement the need for an additional public review process for the commercial or office park. The DRC shall review and approve the development plan in accordance with the Development Standards and Guidelines for compliance prior to issuances of a building permit and shall impose any necessary conditions to comply with the requirements of the Bogue-Stewart Master Plan, applicable mitigation measures or applicable Municipal Code requirements.

5.7 Development Plan Review for Medium-High Density Residential Development: City and Developer agree there will be a ministerial DRC level Development Plan Review process for development of the Medium-High Density Residentially zoned areas within the Newkom Ranch portion of the Bogue-Stewart Master Plan. The Developer shall demonstrate a development plan is consistent with the Bogue-Stewart Master Plan, Yuba City General Plan and applicable Municipal Code provisions. Additionally, a development plan shall be consistent with the certified EIR adopted as part of the Bogue-Stewart Master Plan and the Developer shall comply with all applicable mitigation measures adopted with the certified EIR. Further, the Developer shall comply with all applicable conditions adopted with the previously approved Newkom Ranch Tentative Subdivision Map. It is mutually understood the Bogue-Stewart Master Plan includes an appendix with extensive Development Standards and Guidelines which supplement the need for an additional public review process for development of the Medium-High Density Residential areas. The DRC shall review and approve a development plan in accordance with the Development Standards and Guidelines for compliance prior to issuances of a building permit and shall impose any necessary conditions to comply with the requirements of the Bogue Stewart Master Plan, applicable mitigation measures or applicable Municipal Code provisions.

5.8 Statewide Community Infrastructure Program Financing: City agrees to support the Developer’s use of Statewide Community Infrastructure Program (“SCIP”) on the development of the onsite project and Phase 1 Backbone Infrastructure listed as Developer obligation. The SCIP funds will be used to pay impact fees and finance public improvements through an acquisition agreement that qualify under the 1913/1915 Act via tax-exempt bond issuance proceeds.

5.9 Substantial Conformance Tentative Map. City agrees to review and process a substantial Conformance Tentative Map for the Newkom Ranch project.

5.10 Newkom Ranch South Tentative Map. City agrees to review and process a new tentative map for the Newkom Ranch Project south of Newkom Ranch Drive to increase the number of residential lots.

5.11 Design: City agrees commence design and permitting of Phase 1 Backbone Improvements, outlined in Section 5.1. through 5.4., within sixty (60) days of the approval of the Restated Development Agreement by all Parties.

5.12 Improvement Plan Approval and Permitting. City agrees to use all reasonable efforts to work diligently to obtain all required permits and approvals for the Phase 1 Backbone Infrastructure improvements, outlined under City Obligation in Sections 5.1. through 5.4., within twelve (12) months of the approval of the Restated Development Agreement by all Parties.

5.13 Commencement of Construction. City agrees to commence construction of Phase 1 Backbone Infrastructure improvements within ninety (90) days of obtaining required permits and approval of Phase 1 Backbone Infrastructure improvements plans, outlined under City Obligation in Sections 5.1. through 5.4., unless the ninety (90) day window extends past October 1, in which case, construction would start no later than April 15 of the following year. The intent is not to force commencement of construction during the winter months. The City shall not be obligated to commence construction if the Developer is unable to commence construction for Phase 1 Backbone Infrastructure outlined in Section 4.2.

5.14 Substantial Completion of Phase 1 Backbone Improvements: City agrees to diligently work to complete construction of the Phase 1 Backbone Infrastructure improvements, outlined under City Obligation Sections 5.1. through 5.4., within eighteen (18) months of commencing construction.

5.15 Limitations on City's Obligations. Notwithstanding any other provision of this Agreement, the City's obligations to construct any facility or improvement shall only occur if there is funding available as determined in the sole discretion of the City. Under no circumstances shall the City be required to use funding from the City's general fund, or in contravention to any other law or funding source requirements. Furthermore, the City shall not have an obligation to construct until the Developer has demonstrated that actual development, including Phase 1 Backbone Improvements, is occurring or continues to be reasonably likely to occur, which may include evidence such as securing of Developer financing for phases of the Project, an agreement for construction services, securing and commencing work under building permits, etc. Indicia that the Developer is not anticipating construction to occur within the time periods required by this Agreement or is otherwise not be diligently pursued, include the Developer filing bankruptcy, the Developer failing to pay contractors, or the City availing itself of security (such as payment or performance security) to ensure work is completed, any of which shall relieve the City of any obligation to construct at the determination of the City. Said determination shall be made at the sole discretion of the City's Public Works and Development Services Director and City Manager. The City Manager, and any Developer representative including a sole signatory hereto, are authorized to mutually defer any of the City's construction obligations for up to twelve (12) months for any reason whatsoever. The intent of said deferral includes, but is not limited to, providing the Developer sufficient time to obtain and provide evidence of planned construction, resolve pending indicia that the Developer is not anticipating construction to commence or restart within a period of less than 10-months, etc.

6. Reimbursement and Fee Credits, Financing, and Right-of Way

6.1 Reimbursement to Developer for Oversizing.

6.1.1 Developer agrees the City may require Developer to construct certain on-site and off-site improvements in a manner that provides for oversize or excess capacity

beyond that size or capacity needed to serve the project (collectively “Oversizing”) so that the constructed improvement will be available to serve other development or residences or facilities outside of the Property. The City shall not require any Oversizing from the Developer except in connection with project approvals or in Development Approvals, and in accordance with the provisions of the Subdivision Map Act. Developer may be entitled to a fee credit or reimbursement for Oversizing improvements per Section 6 of this Agreement.

6.1.2 In the event that City requires Developer to install a specific improvement (for example, a traffic signal), Developer’s obligation to pay the relevant development impact fees otherwise owed under this Agreement regarding the category of improvement the Developer is installing shall be satisfied by the installation of such improvement in the manner mutually agreed upon by the City and the Developer so long as the amount of the development impact fees for this category of improvement does not exceed the cost of such improvement. City shall accept Developer’s dedication of such improvements, consistent with the terms and conditions of this Agreement.

By entering into this Agreement, City and Developer agree that certain facilities, including, but not limited to, roadway, sewer, water, and drainage will be constructed by Developer pursuant to this Agreement which will benefit third-party landowners. Developer shall be entitled to a fee credit for any such facilities to the extent they benefit third party landowners in an amount as reasonably determined by the City. If Developer’s fee credit for a particular facility exceeds the amount of the fee owed, then Developer shall be reimbursed for the amount the fee credit exceeds the fee owed by the benefited third-party landowners. Developer shall request the City enter into a Reimbursement Agreement, which shall specify the reimbursement calculations and amounts as determined by the City. The Reimbursement Agreement will require future development by third-party landowners benefiting from the Oversizing to reimburse Developer’s pro-rata share for a period of up to twenty (20) years from the installation of the oversizing or other qualifying improvements benefiting third-party landowners, provided that Developer shall have the right to extend the initial twenty (20) year period with five (5) year extension requests until such time that Developer has been reimbursed in full from the benefited third party Landowners. The extension request for each five (5) year extension must be received, by the City, in writing six months prior to the expiration of the Reimbursement Agreement. The City Council is authorized to enter into a Reimbursement Agreement on behalf of the City subject to approval as to legal form by the City Attorney.

6.1.3 Reimbursement Calculations. City will provide Developer with the available documentation showing the basis for the reimbursement amounts for improvements required pursuant to Section 4.1. The reimbursement obligations provided in this Agreement will be in amounts as reasonably determined by the City.

6.1.4 Reimbursement Personal to Constructing Owner. All rights to reimbursement created pursuant to Section 4.1 shall be personal to the owner installing the improvements and shall not run with the land unless such rights are expressly assigned in writing.

6.2 Reimbursement to Developer for Cost of Preparing Master Plan and Environmental Impact Report. City and Developer agree that preparation of the Bogue-Stewart Master Plan and its accompanying draft and final Environmental Impact Report will

benefit third-party landowners that are also located within the boundary of the Master Plan. Developer shall be entitled to a fee credit for the cost of preparation of the Master Plan and EIR to the extent they benefit third-party landowners. Developer shall be reimbursed for the fair share amount owed by the benefited third-party based on the pro-rata share of the acreage to be developed. Reimbursement Agreements shall be established consistent with a City-adopted Capital Improvement Program. The pro-rata share of such up-front planning costs shall be calculated at the time of reimbursement, and shall be paid to Developer by City, and such payment will be funded by such benefited third-party landowners.

6.3 City's Support of Public Financing for Project Improvements. Development of the Project requires the investment of significant capital to fund the Project's necessary major infrastructure. Developer may, at its discretion, seek public financing mechanism for financing the construction, improvement or acquisition of major infrastructure. At the request of Developer, the City may consider the use of finance districts, special assessment districts, and other similar project-related public financing mechanisms to fund the Project's necessary infrastructure.

6.4 Right-of-Way Acquisition. With respect to the acquisition of any off-site interest in real property required by Developer in order to fulfill any condition required by the Project or the Entitlements, Developer shall make a good faith effort to acquire the necessary interest by private negotiations at the fair market value of such interest. If, after such reasonable efforts, Developer has been unable to acquire such interest and provided that Developer (i) provides evidence of a good faith effort to acquire the necessary property interest to the reasonable satisfaction of City and (ii) agrees to pay the cost of such acquisition, including reasonable attorney's fees, City shall make an offer to acquire the necessary property interest at its fair market value. If such offer has not been accepted within sixty (60) days, City agrees, to the extent permitted by law, to cooperate and assist Developer in efforts to obtain such necessary property interest. Any such acquisition by City shall be subject to City's good faith discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest. Subject to the reservation of such good faith discretion, the City shall schedule the necessary hearings, and if approved by City, thereafter prosecute to completion the proceedings and action to acquire the necessary property interests by power of eminent domain.

6.5 Developer shall fund all costs of the acquisition of such necessary property interests, including reasonable attorney's fees and court costs in the event that such acquisition and/or condemnation is necessary.

7. Annual Review.

7.1 Good Faith Compliance. Developer shall annually provide documentation of good faith compliance with this agreement per Govt. Code Section 65865.1 to the City, and shall reimburse the City for any processing under this Section 7. The City may, at least every twelve (12) months, during the Term of this Agreement, conduct a public meeting to review the extent of good faith substantial compliance by Landowner with the terms of this Agreement at Landowner's expense. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code Section 65865.1. Notice of such annual review will be provided by the Development Services Director to Landowner thirty (30) days prior to the date of the public meeting by the Planning Commission and shall include the statement that any review may result in amendment or termination of this Agreement as provided herein. A finding by the City of good faith compliance by the Landowner with the terms

of Agreement shall conclusively determine the issue up to and including the date of such review. Nothing in this Section shall be deemed to create a duty of responsibility of City or Landowner or define an event of default that but for such concurrent review would not have been so created or defined.

7.2 Failure to Comply in Good Faith. If the City Council makes a finding that the Landowner has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to the Landowner describing: (i) such failure to comply with the terms and conditions of this Agreement (referenced to herein as a "Default"); (ii) the actions, if any, required by the Landowner to cure such Default; and (iii) the time period within which such Default must be cured. The Landowner shall have, at a minimum, thirty (30) business days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period but can be cured within one (1) year, the Landowner shall have commenced the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default within thirty (30) days from the date of notice. If the Default cannot be cured within one (1) year, as determined by the City during periodic or special review, the City Council may modify or terminate this Agreement as provided in Section 7.4 and Section 7.5.

7.3 Failure to Cure Default. If the Landowner fails to cure a Default within the time periods set forth above, the City Council may modify or terminate this Agreement as provided below.

7.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 7.2 and the expiration of the cure period, the City determines to proceed with modification or termination of this Agreement, the City shall give written notice to the Landowner of its intention to do so. The notice shall be given at least fifteen (15) calendar days before the scheduled hearing and shall contain:

7.4.1 The time and place of the hearing;

7.4.2 A statement as to whether or not the City proposes to terminate or to modify the Agreement; and

7.4.3 Such other information as is reasonably necessary to inform the Landowner of the nature of the proceeding.

7.5 Hearings on Modification or Termination. At the time and place set for the hearing on modification or termination, the Landowner shall be given an opportunity to be heard, and the Landowner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on the issue shall be on the Landowner. If the City Council finds, based upon substantial evidence, that the Landowner has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City.

8. Permitted Delays.

8.1 Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party under this Agreement shall not be deemed to be in default where delays or, defaults are due to war, insurrection, strikes, lockouts, walkouts,

drought, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasigovernmental entities other than the City, unusually severe weather, acts of the other Party, acts or the failure to act of any public or government agency or entity other than the City, or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of cause. If, however, notice by the Party claiming such extension of time is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the joint agreement of the City and Landowner. Litigation attacking the validity of this Agreement, or any permit, ordinance, or entitlement or other action of a governmental agency necessary for the development of the Property pursuant to this Agreement shall also be deemed to create an excusable delay under this Section.

8.2 Supersedure by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in the Landowner's reasonable business Judgment, then the Landowner shall have the right to terminate this Agreement by written notice to the City. The Landowner shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

9. Termination.

9.1 City's Right to Terminate. The City shall have the right to terminate this Agreement if the Landowner is not in substantial compliance with the terms of this Agreement and this default remains uncured, all as set forth in Section 7.

9.2 Landowner's Right to Terminate. The Landowner shall have the right to terminate this Agreement only under the following circumstances:

9.2.1 The Landowner has found the City in breach of this Agreement, has given the City notice of such breach and the City has not cured such breach within thirty (30) days of receipt of such notice or, if the breach cannot reasonably be cured within such thirty (30) day period, if the City has not commenced to cure such breach within thirty (30) days of receipt of such notice and is not diligently proceeding to cure such breach.

9.2.2 The Landowner is unable to complete the Project because of supersedure by a subsequent law per Section 8.2 or court action.

9.2.3 The Landowner determines, in its business judgment, that it is not practical or reasonable to pursue development of the Property, however if termination occurs for this reason the City reserves the right to revoke any remaining entitlement to develop the property.

9.3 Mutual Agreement. This Agreement may be terminated upon the mutual Agreement of the Parties.

9.4 Effect of Termination.

9.4.1 General Effect. If this Agreement is terminated for any reason, such termination shall not affect any condition or obligation due to the City from the Landowner prior to the date of termination and such termination shall not otherwise affect any other City entitlement or approval with respect to the Property that has been granted prior to the date of termination.

9.5 Recordation of Termination. In the event of a termination, the City and Landowner agree to cooperate with one another in executing a Memorandum of Termination to record in the Official Records of Sutter County within thirty (30) days of the date of termination.

10. Remedies. Either Party may, in addition to any other rights or remedies, institute legal or equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto.

11. Waiver: Cumulative Remedies. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of an event of default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such event of default. No express written waiver of any event of default shall affect any other event of default, or cover any other period of time, other than any event of default and/or period of time specified in such express waiver. Except as provided in this Section, all of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

12. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties that the Project is a private development. This Agreement is made and entered into for the sole protection and benefit of the Landowner and the City and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement. The City and Landowner hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third-party beneficiary status. No partnership, joint venture or other association of any kind is formed by this Agreement.

13. Cooperation in the Event of Legal Claim. In the event any legal action or proceeding is instituted by any third-party challenging the validity of any provision of this Agreement or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

14. Estoppel Certificate. Either Party may, at any time, and from time-to-time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, and if

so amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults; and (iv) the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following receipt thereof. The Director shall have the right to execute any certificate requested by the Landowner hereunder. The City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

15. Right to Assign or Transfer. The Landowner's rights and responsibilities hereunder may be sold or assigned in conjunction with the transfer, sale or assignment of the Property at any time during the term of this Agreement subject to the following conditions precedent:

15.1 No default by Developer shall be outstanding and uncured as of the effective date of the proposed transfer, unless the City Council has received adequate assurances satisfactory to the City Council that such default shall be cured in a timely manner either by Developer or the transferee under the transfer.

15.2 Prior to the effective date of the proposed transfer, Developer or the proposed transferee has delivered to the City an executed and acknowledged assignment and assumption agreement (the "Assumption Agreement") in recordable form. Such Assumption Agreement shall include provisions regarding: (a) the rights and interest proposed to be transferred to the proposed transferee; (b) the obligations of Developer under this Agreement that the proposed transferee will assume; and (c) the proposed transferee's acknowledgment that such transferee has reviewed and agrees to be bound by this Agreement. The Assumption Agreement shall also include the name, form of entity, and address of the proposed transferee, and shall provide that the transferee assumes the obligations of Developer to be assumed by the transferee in connection with the proposed transfer. The Assumption Agreement shall be recorded in the official records of the County of Sutter concurrently with the consummation of the transfer.

15.3 Prior to the effective date of the proposed transfer, the Developer must obtain the City's consent in writing to the transfer, which may be evidenced by the City Council's approval of an Assumption Agreement. City's consent shall not be unreasonably withheld. Factors the City may consider in determining whether to consent to the transfer include the financial capacity of the proposed transferee to comply with all of the terms of the Agreement and the history, if any, of compliance of transferee, its principals, officers or owners with the provisions of federal or state law, the Yuba City Municipal Code or agreements with the City relating to development projects within the City.

15.4 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a transfer. A Mortgagee shall be a transferee only upon: (a) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (b) delivery to the City of an Assumption Agreement executed by the Mortgagee pursuant to which the Mortgagee assumes assuming, from and after the date such Mortgagee so acquires its interest, the applicable rights, duties and obligations of Developer under this Agreement. No further consent of the City shall be required for any such transfer to a Mortgagee.

15.5 Effect of Transfer. A transferee shall become a Party to this Agreement only with respect to the interest transferred to it under the transfer and then only to the extent set

forth in the Assumption Agreement. If Developer transfers all of its rights, duties and obligations under this Agreement, Developer shall be released from any and all obligations accruing after the date of the transfer under this Agreement. If Developer effectuates a transfer as to only some but not all of its rights, duties and obligations under this Agreement, Developer shall be released only from its obligations accruing after the date of the transfer which the transferee assumes in the Assumption Agreement.

16. Financing. Mortgages, deeds of trust, sales and leasebacks, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property ("Mortgages") are permitted without the consent of the City, provided the Landowner complies with the following:

16.1 Mortgage Protection. This Agreement and any covenants entered into between the Developer and City shall be superior and senior to the conveyance of any Mortgage encumbering any interest in the Property. No default shall defeat, render invalid, diminish or impair the conveyance of any Mortgage made for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property or any portion thereof or interest therein or improvement thereon, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

16.2 Mortgagee Not Obligated; Mortgagee as Transferee. No Mortgagee shall have any obligation or duty under this Agreement whatsoever, except that nothing contained in this Agreement shall be deemed to permit or authorize any Mortgagee to undertake any new construction or improvement in the Newkom Ranch Project Area, or to otherwise have the benefit of any rights of Developer, or to enforce any obligation of the City, under this Agreement, unless and until such Mortgagee elects to become a Transferee in the manner specified in this Agreement. Any Mortgagee that affirmatively elects to become a Transferee shall be later released from all obligations and liabilities under this Agreement upon the subsequent Transfer by the Mortgagee of its interest as a transferee to another person.

16.3 Entitlement to Written Notice of Default. The Mortgagee of a Mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Landowner of the performance of Landowner's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. Landowner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

16.4 Priority of Mortgages and Subordination. Landowner shall ensure that all Mortgages subordinate to this Agreement. For purposes of exercising any remedy of a Mortgagee or for becoming a Transferee, the applicable laws of the State of California shall govern the rights, remedies and priorities of each Mortgagee, absent a written agreement between Mortgagees otherwise providing.

16.5 Collateral Assignment. As additional security to a Mortgagee under a Mortgage on the Property or any portion thereof, Developer shall have the right, without the consent of the City, to execute a collateral assignment of Developer's rights, benefits and remedies under this Agreement in favor of the Mortgagee (a "Collateral Assignment") on the standard form provided by the Mortgagee.

17. Covenants to Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors and assignees. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each Party and its property hereunder, and each other person succeeding to an interest in such properties; provided that no liability or obligation shall accrue to any person, if this Agreement terminates pursuant to Section 9 of this Agreement.

18. Amendment.

18.1 Amendment or Cancellation. Except as otherwise provided in this Agreement, this Agreement may be canceled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868. Minor amendments to this Agreement may be made without a public hearing upon approval of the Development Services Director. "Minor Amendments" shall mean amendments which are similar in significance to the type of minor amendments to land use entitlements that may be made without a full public hearing or approval of the Planning Commission or City Council pursuant to the Yuba City Municipal Code.

18.2 Recordation. Any amendment, termination, or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date of the action effecting such amendment, termination or cancellation; however, a failure to record shall not affect the validity of the amendment, termination or cancellation. Upon request from the Developer, the City's Engineer is authorized to execute any documentation on behalf of the City that is reasonably necessary to effectuate the recordation of termination of the Original Agreement and removal of the same from the chain of title.

19. Notices.

19.1 Procedure. Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the Party's mailing address.

19.2 Mailing Addresses. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

| | |
|-------|--|
| City: | Development Services Director
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993 |
|-------|--|

With a copy to:

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

Landowners:

Newkom Ranch LLC
Attn: Dave Lanza
P.O. Box 591
Marysville, CA 95901

Hust Brothers Inc.
Attn: Roy Lanza
P.O. Box 591
Marysville, CA 95901

Cal Sierra Limited, LP
Attn: Roy Lanza
P.O. Box 591
Marysville, CA 95901

With a copy to:

MHM Incorporated
Attn: Sean Minard
P.O. Box B
Marysville, CA 95901

Either Party may change its mailing address at any time by giving ten (10) days' notice of such change in the manner provided for in this Section. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt. Nothing in this provision shall be construed to prohibit communication by facsimile transmission, so long as an original is sent by first class mail, commercial carrier or is hand-delivered.

20. Indemnification.

20.1 Third Party Actions. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third Party Action (as hereinafter defined). The term "Third Party Action" collectively means any legal action or other proceeding instituted by (i) a third party or parties or (ii) a governmental body, agency or official other than the City or a City Agency, that challenges or contests: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the Phase 1 Backbone Improvements by Developer or its employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the Phase 1 Backbone Improvements; (v) to any of Developer's employees, officers, agents, contractors or subcontractor's for failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement; (vii) the Newkom Ranch Subdivision Map Applications and Approvals, or the Development Approvals; or (viii) claims or alleges a violation

of CEQA or another law in connection with the certification of the EIR by the City Council or the grant, issuance or approval by the City of any or all of this Agreement, the Newkom Ranch Subdivision Map Applications and Approvals, and the Development Approvals. Developer's obligations under this Section shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this Section shall survive the termination of this Agreement.

20.2 Damage Claims. The nature and extent of Developer's obligations to indemnify, defend and hold harmless the City with regard to events or circumstances not addressed in Section 20.1 shall be governed by this Section 20.2. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done by Developer or its contractors, agents, successors and assigns pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance of Phase 1 Backbone Improvements as well as off-site improvements unless and until such improvements are dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, attorneys, or agents are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents, attorneys, or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, attorneys, and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer, at all times prior to final acceptance by the City of the completed street and other improvements, unless any loss, liability, fines, penalties, forfeitures, costs or damages arising from said use were caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

Notwithstanding the preceding paragraph, to the extent that Subcontractor is a "design professional" as defined in Section 2782.8 of the California Civil Code and performing work hereunder as a "design professional" shall, in lieu of the preceding paragraph, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Agreement, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

This Section shall survive termination or expiration of this Agreement.

21. Insurance. Prior to starting construction of any phase of the project through the date of City's final formal acceptance of off-site improvements constructed pursuant to the terms of this Agreement (the "Insurance Period"), Developer shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Public Work's Director. The following policies of insurance are required:

21.1 Commercial General Liability. Insurance which shall be at least as broad as the most current version of Insurance Services Office ("ISO") Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$1,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations and \$5,000,000 general aggregate.

21.2 Commercial Automobile Liability. Insurance which shall be at least as broad as the most current version of Insurance Services Office ("ISO") Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

21.3 Workers Compensation. Insurance as required under the California Labor Code.

21.4 Employers Liability. With minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 policy limit and \$1,000,000 for each employee.

In the event Developer purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

The above-described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing renewal of such policy not less than ten (10) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Developer shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, attorneys, employees and

volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary, and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for all required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's Director of Public Works at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the Insurance Period, Developer fails to maintain the required insurance in full force and effect, the Director of Public Works, or designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Developer shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. The insurance requirements set forth in this Section are material terms of this Agreement.

If Developer should hire a general contractor to provide all or any portion of the services or work to be performed under this Agreement, Developer shall require the general contractor to provide insurance protection in favor of City, its officers, officials, employees, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the general contractor's certificates and endorsements shall be on file with Developer and City prior to the commencement of any work by the general contractor.

If the general contractor should subcontract all or a portion of the services or work to be performed under this Agreement to one or more subcontractors, Developer shall require the general contractor to require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, attorneys, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor shall be required to pay for and maintain Commercial General Liability insurance with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury, \$1,000,000 aggregate for products and completed operations and \$1,000,000 general aggregate and Commercial Automobile Liability insurance with limits of liability of not less than less than \$1,000,000 per accident for bodily injury and property damage. Subcontractors' certificates and endorsements shall be on file with the general contractor, Developer and City prior to the commencement of any work by the subcontractor. Developer's failure to comply with these requirements shall constitute a default of this Agreement.

22. Miscellaneous.

22.1 Approvals. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld. If a Party shall disapprove, the reasons therefor shall be stated in reasonable detail in writing. Approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests. The Parties acknowledge and agree that the intent of the Parties is that this Agreement be construed in a manner that protects the rights granted to Landowner herein to the as allowed by law. Except for the limitations on the exercise by the City of its police power which are provided in this Agreement or which are

construed in accordance with the immediately preceding sentence, the Parties further acknowledge and agree that: (a) the City reserves all of its police power and/or statutory or other legal powers or responsibilities; and (b) this Agreement shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials. This Agreement shall not be construed to limit the obligations of the City to comply with CEQA or any other federal or state law.

22.2 Project Approvals Independent. All approvals that may be granted pursuant to this Agreement, and all approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any approvals or other land use approvals. In such cases, such approvals will remain in effect pursuant to their own terms, provisions and conditions.

22.3 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any-public use or purpose whatsoever. This proscription does not extend to any portion of the Property that may be dedicated in compliance with any conditions of approval. The Landowner shall have the right to prevent or prohibit the use of the Property, or any portion thereof, including common areas and buildings and improvements located thereon; by any person for any purposes inimical to the operation of a private, integrated Project as contemplated by this Agreement.

22.4 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

22.5 Construction of Agreement. The provisions of this Agreement and the Exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Section, Subsection, and the Table of Contents are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships or other legal entities.

22.6 Other Necessary Acts. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all further instruments, documents and writings as may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement and to secure the other party the full and complete enjoyment of its rights and privileges hereunder.

22.7 Applicable Law. This Agreement, and the rights and obligations of the Parties, shall be construed by and enforced in accordance with the laws of the State of California.

22.8 Equal Authorship. This Agreement has been reviewed by legal counsel for both the Landowner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

22.9 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, the City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring the City's review or approval relating to the Project or Property. Subject to extensions of time by mutual consent in writing, unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default.

22.10 Subsequent Projects. After the effective date of this Agreement, the City may approve other projects that place a burden on the City's infrastructure; however, it is the intent and agreement of the Parties that Landowner's right to build and occupy the Project, as described in this Agreement, shall not be diminished despite the increased burden of future approved development on public facilities.

22.11 Entire Agreement. This written Agreement and the Exhibits contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits.

22.12 Form of Agreement: Exhibits. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement constitutes the entire understanding and agreement of the parties. Said exhibits are identified as follows:

Exhibit A: Property legal description

Exhibit B: Cost Estimates and Security

All attachments to this Agreement, including all exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

22.13 Attorneys' Fees. If either Party commences any action for the interpretation, enforcement, termination, cancellation or rescission hereof, or for specific performance of the breach hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

22.14 Limitation of Legal Acts. In no event shall the City, or its officers, agents, attorneys, or employees, be liable in damages for any breach or violation of this Agreement, it

being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

22.15 Interpretation and Governing State Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Agreement shall be brought and heard in the Superior Court of the State of California, County of Sutter.

22.16 Successor Statutes Incorporated. All references to a statute or ordinance, shall incorporate any, or all, successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to the Developer under this Agreement.

22.17 Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

22.18 Signature Pages. For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages which, when attached to this Agreement, shall constitute this as one complete Agreement.

22.19 Days. Unless otherwise specified in this Agreement, the term "days" means calendar days.

22.20 Authority. The Parties hereby represent that the person hereby signing this Agreement on behalf of each respective Party has the authority to bind the Party to the Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

"CITY"

City of Yuba City,
A General Law City

By: _____
Shon Harris, Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
Shannon Chaffin, City Attorney

"LANDOWNERS"

Newkom Ranch LLC,
a California limited liability company

By: _____
David Lanza, Managing Member

Hust Brothers Inc,
a California Corporation

By: _____
Roy Lanza, President

Cal Sierra Limited, LP,
a California limited partnership

By: _____
Roy Lanza, Manager

Attachments

Exhibit A: Property Legal Description

Exhibit B: Cost Estimates and Security

Exhibit A-1 Property Legal Description

The land referred to is situated in the unincorporated area of the County of Sutter, State of California, and is described as follows:

PARCEL ONE:

Beginning at a point on the Township line between Townships 14 North and 15 North, Range 3 East, M.D.B.&M. where the same is intersected by the West line of the New Helvetia Rancho, said point being known as the Northeast corner of the Northwest quarter of Section 3, Township 14 North, Range 3 East, M.D.B.&M.; thence South $1^{\circ} 0'$ West along the West boundary line of said new Helvetia Rancho, 35 chains and 32 links to a point; thence South $87\frac{1}{2}^{\circ}$ West 1 chain and 37 links to a point on the West side of the County Road, which last named point is the point of beginning for the description of the land hereby described; from said point of beginning thence South $87\frac{1}{2}^{\circ}$ West 660 feet to a point; thence North $1^{\circ} 0'$ East 327.67 feet to a point; thence North $87\frac{1}{2}^{\circ}$ East 660 feet to a point; thence South $1^{\circ} 0'$ West 327.67 feet to the point of beginning.

APN: 055-240-005

PARCEL TWO:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence northerly along the west line of said Section 3 that is also the East line of State Route 99, as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records, North $00^{\circ} 42' 47''$ East 1544.67 feet to the True Point of Beginning; thence continuing northerly along said east and west line, North $00^{\circ} 42' 47''$ East 1009.63 feet; thence leaving said west line and continuing along said east line of State Route 99, North $06^{\circ} 47' 25''$ East 112.57 feet; thence North $51^{\circ} 33' 46''$ East 50.53 feet; thence North $00^{\circ} 30' 06''$ East 30.00 feet to a point on the north line of said Section 3; thence easterly along said north line North $89^{\circ} 24' 26''$ East 264.34 feet to a brass disc in a Sutter County monument well; thence continuing easterly along said north line North $89^{\circ} 24' 26''$ East 288.94 feet; thence leaving said north line South $01^{\circ} 05' 32''$ West 40.07 feet to the beginning of a non-tangent curve; thence along the arc of said non-tangent curve, concave southwesterly, having a radius of 22.00 feet, through a central angle of $87^{\circ} 47' 59''$, having a chord bearing South $46^{\circ} 41' 22''$ East 30.51 feet, an arc distance of 33.71 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave northeasterly, having a radius of 1037.00 feet, through a central angle of $31^{\circ} 26' 58''$, an arc distance of 569.21 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave southwesterly, having a radius of 963.00 feet, through a central angle of $35^{\circ} 19' 52''$, an arc distance of 593.83 feet to the end of said reverse tangent curve; thence South $88^{\circ} 54' 28''$ East 10.00 feet; thence South $01^{\circ} 05' 32''$ West 53.08 feet; thence North $88^{\circ} 54' 28''$ West 994.54 feet to the True Point of Beginning. Description is pursuant to Lot Line Adjustment No. 22-04 wherein said land is designated as "Parcel A", as disclosed in the Grant Deed recorded February 3, 2023 as Instrument No. 2023-0000986, Official Records of Sutter County.

APN: 055-240-011

PARCEL THREE:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence northerly along the west line of said Section 3 that is also the east line of State Route 99, as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records, North 00° 42' 47" East 2554.30 feet; thence leaving said west line and continuing along said east line of State Route 99, North 06° 47' 25" East 112.57 feet; thence North 51° 33' 46" East 50.53 feet; thence North 00° 03' 06" East 30.00 feet to a point on the north line of said Section 3; thence easterly along said north line North 89° 24' 26" East 264.34 feet to a brass disc in a Sutter County monument well; thence continuing easterly along said north line North 89° 24' 26" East 344.76 feet to a "X" cut in old concrete pavement as shown on "The Crossroads" filed in Book 12 of Surveys at Page 112, Sutter County Records; thence continuing easterly along said north line of Section 3 North 89° 24' 26" East 62.28 feet to the True Point of Beginning; thence continuing easterly along said north line North 89° 24' 26" East 653.30 feet; thence leaving said north line South 01° 05' 32" West 696.73 feet; thence South 88° 54' 28" West 394.05 feet; thence South 64° 39' 45" West 25.50 feet to the beginning of a non-tangent curve; thence along the arc of said non-tangent curve, concave southwesterly, having a radius of 1037.00 feet, through a central angle of 08° 54' 05", having a chord of North 29° 47' 58" West 160.95 feet, an arc distance of 161.11 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave northeasterly, having a radius of 963.00 feet, through a central angle of 31° 10' 24", an arc distance of 523.95 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave southeasterly, having a radius of 22.00 feet, through a central angle of 92° 28' 35", an arc distance of 35.51 feet to the end of said reverse tangent curve; thence North 01° 05' 32" East 40.07 feet to the True Point of Beginning. Description is pursuant to Lot Line Adjustment No. 22-04 wherein said land is designated as "Parcel B", as disclosed in the Grant Deed recorded February 3, 2023 as Instrument No. 2023-0000986, Official Records of Sutter County.

APN: 055-240-012

PARCEL FOUR:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence northerly along the west line of said Section 3 that is also the east line of State Route 99, as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records, North 00° 42' 47" East 740.65 feet to the True Point of Beginning; thence northerly along said east and west line North 00° 42' 47" East 804.02 feet; thence leaving the said west line South 88° 54' 28" East 994.54 feet; thence North 01° 05' 32" East 53.08 feet; thence North 88° 54' 28" West 10.00 feet to the beginning of a non-tangent curve; thence along the arc of said non-tangent curve, concave southwesterly, having a radius of 963.00 feet, with a chord bearing North 16° 34' 24" West 584.46 feet, through a central angle of 35° 19' 52", an arc distance of 593.83 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave northeasterly, having a radius of 1037.00 feet, through a central angle of 31° 26' 58", an arc distance of 569.21 feet to the

beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave southwesterly, having a radius of 22.00 feet, through a central angle of 87° 47' 59", an arc distance of 33.71 feet to the end of said reverse tangent curve; thence North 01° 05' 32" East 40.07 feet to the north line of said Section 3; thence easterly along said North line North 89° 24' 26" East 55.82 feet to a "X" cut in old concrete pavement as shown on "The Crossroads" filed in Book 12 of Surveys at Page 112, Sutter County Records; thence continuing easterly along said north line of Section 3 North 89° 24' 26" East 62.28 feet; thence South 01° 05' 32" West 40.08 feet to the beginning of a non-tangent curve; thence along the arc of said non-tangent curve, concave southeasterly, having a radius of 22.00 feet, through a central angle of 92° 28' 35", having a chord bearing South 43° 10' 21" West 31.78 feet, an arc distance of 35.51 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave northeasterly, having a radius of 963.00 feet, through a central angle of 31° 10' 24", an arc distance of 523.95 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave southwesterly, having a radius of 1037.00 feet, through a central angle of 08° 54' 05", an arc distance of 161.11 feet to the end of said reverse tangent curve; thence North 64° 39' 45" East 25.50 feet to the beginning of a non-tangent curve, concave southwesterly, having a radius of 1062.50 feet, through a central angle of 26° 25' 46", having a chord bearing South 12° 07' 22" East 485.78 feet, an arc distance of 490.11 feet to the end of said non-tangent curve; thence South 01° 05' 32" West 1480.08 feet; thence South 10° 33' 16" West 79.08 feet; thence South 01° 05' 32" West 631.00 feet; thence North 88° 54' 28" West 1065.72 feet to the True Point of Beginning. Description is pursuant to Lot Line Adjustment No. 22-04 wherein said land is designated as "Parcel C", as disclosed in the Grant Deed recorded February 3, 2023 as Instrument No. 2023-0000986, Official Records of Sutter County.

APN: 055-240-013

PARCEL FIVE:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence northerly along the west line of said Section 3 that is also the east line of State Route 99 as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records, North 00° 42' 47" East 740.65 feet; thence leaving said west line South 88° 54' 28" East 1065.72 feet to the True Point of Beginning; thence North 01° 05' 32" East 631.00 feet; thence North 10° 33' 16" East 79.08 feet; thence North 01° 05' 32" East 148.08 feet to the beginning of a tangent curve; thence along the arc of said tangent curve, concave southwesterly, having a radius of 1062.50 feet, through a central angle of 26° 25' 46", an arc distance of 490.11 feet to the end of said tangent curve; thence South 88° 54' 28" East 394.05 feet; thence North 01° 05' 32" East 696.73 feet to the north line of said Section 3; thence easterly along said north line North 89° 24' 26" East 241.33 feet to a standard county brass centerline monument as shown on "Kingswood Estates" filed in Book 11 of Surveys at Page 55, Sutter County Records; thence continuing easterly along said north line of Section 3 North 89° 24' 26" East 248.53 feet; thence leaving said north line South 01° 05' 25" West 2041.14 feet; thence North 88° 54' 28" West 785.71 feet to the True Point of Beginning. Description is pursuant to Lot Line Adjustment No. 22-05 wherein said land is designated as "Parcel A", as disclosed in the Corporation Grant Deed recorded August 29, 2023 as Instrument No. 2023-0007720, Official Records of Sutter County.

APN: 055-240-015

PARCEL SIX:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Commencing at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence southerly along the west line of said Section 3 that is also the east line of State Route 99 as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records, South 01° 05' 04" West 609.83 feet; thence leaving said west line North 89° 09' 20" East 645.00 feet to the True Point of Beginning; thence North 82° 55' 52" East 18.31 feet; thence North 01° 05' 32" East 422.07 feet; thence South 88° 54' 28" East 315.49 feet; thence North 01° 05' 32" East 473.72 feet to the beginning of a tangent curve; thence along the arc of said tangent curve, concave southeasterly, having a radius of 53.00 feet, through a central angle of 19° 56' 54", an arc distance of 18.45 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave northwesterly, having a radius of 47.00 feet, through a central angle of 19° 56' 54", an arc distance of 16.36 feet to the end of said reverse tangent curve; thence North 01° 05' 32" East 396.16 feet; thence South 88° 54' 28" East 862.21 feet; thence South 01° 05' 25" West 1998.00 feet; thence South 89° 09' 20" West 1202.48 feet; thence North 01° 05' 04" East 709.96 feet to the True Point of Beginning. Description is pursuant to Lot Line Adjustment No. 22-05 wherein said land is designated as "Parcel B", as disclosed in the Corporation Grant Deed recorded August 29, 2023 as Instrument No. 2023-0007720 and re-recorded September 12, 2023 as Instrument No. 2023-0008195, Official Records of Sutter County.

APN: 055-240-016

PARCEL SEVEN:

A portion of Section 3, Township 14 North, Range 3 East, M.D.B. &M., described as follows:

Beginning at the northwest corner of the Northwest quarter of the Southwest quarter of said Section 3; thence northerly along the west line of said Section 3 that is also the east line of State Route 99 as shown on "Monumentation Map-State Highway 99" filed in Book 20 of Record of Surveys at Page 42, Sutter County Records; thence along said west line North 00° 42' 47" East 740.65 feet; thence leaving said west line South 88° 54' 28" East 989.22 feet; thence South 01° 05' 32" West 396.16 feet to the beginning of a tangent curve; thence along the arc of said tangent curve, concave northwesterly, having a radius of 47.00 feet, through a central angle of 19° 56' 54", an arc distance of 16.36 feet to the beginning of a reverse tangent curve; thence along the arc of said reverse tangent curve, concave southeasterly, having a radius of 53.00 feet, through a central angle of 19° 56' 54", an arc distance of 18.45 feet to the end of said reverse tangent curve; thence South 01° 05' 32" West 473.72 feet; thence North 88° 54' 28" West 315.49 feet; thence South 01° 05' 32" West 422.07 feet; thence South 82° 55' 52" West 18.31 feet; thence South 89° 09' 20" West 645.00 feet to said east line of State Route 99 and west line of Section 3; thence along said west line North 01° 05' 04" East 609.83 feet to the true point of beginning. Description is pursuant to Lot Line Adjustment No. 22-05 wherein said land is designated as "Parcel C", as disclosed in the Corporation Grant Deed recorded August 29, 2023 as Instrument No. 2023-0007720 and re-recorded September 12, 2023 as Instrument No. 2023-0008195, Official Records of Sutter County.

APN: 055-240-017

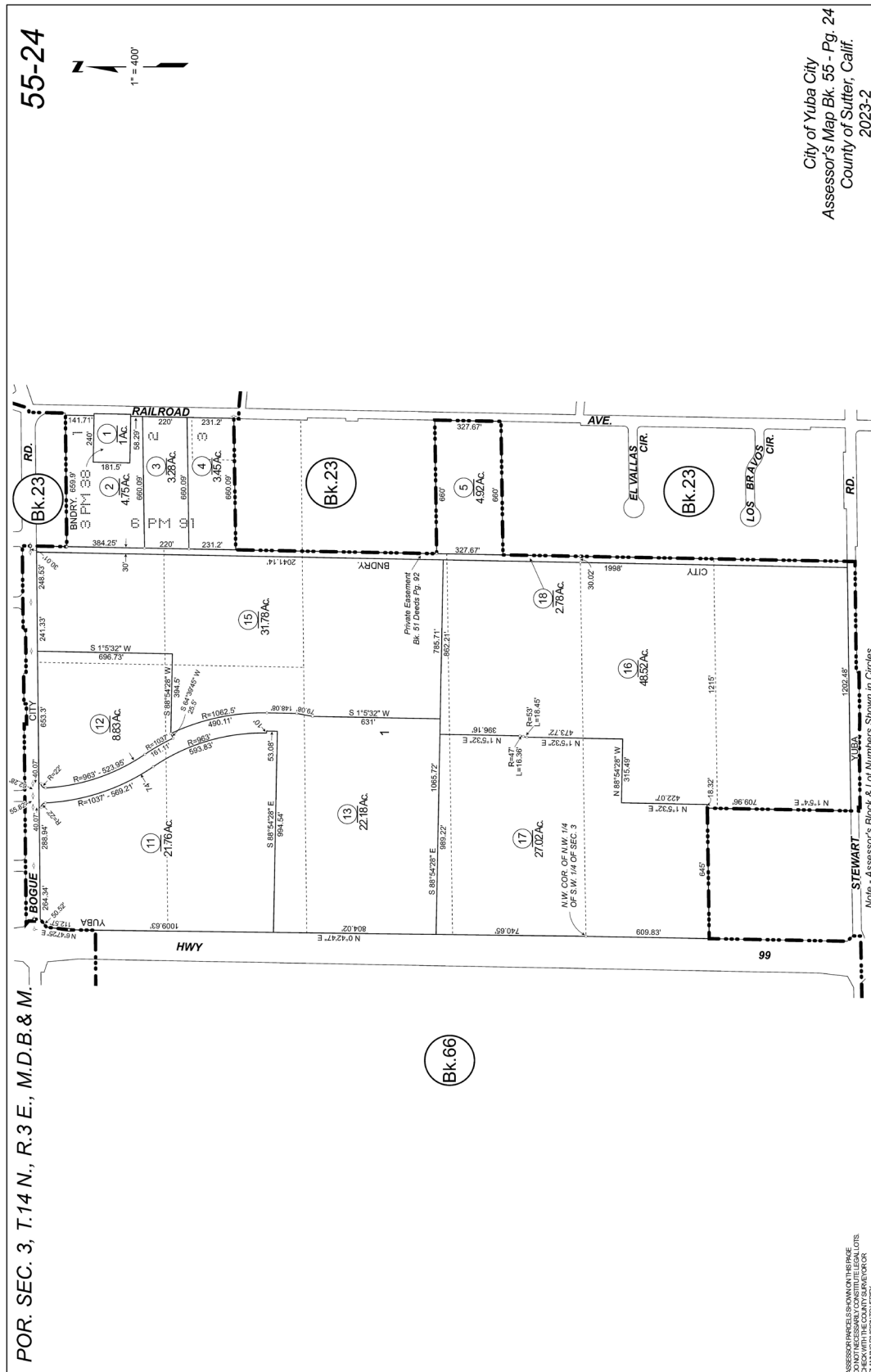


Exhibit B

Cost Estimates and Security

Exhibit B-1 – City Obligation Summary

CITY OF YUBA CITY
BSMP - PHASE 1 SEWER AND MAJOR ROAD BACKBONE IMPROVEMENTS
SUMMARY COST ESTIMATE - FEBRUARY 1, 2024
CITY IMPROVEMENT OBLIGATION SUMMARY

| DESCRIPTION | CO. | RCVD. BY | DATE |
|---|-----------|-------------|--------------|
| BSMP - Phase 1 Backbone Improvement Summary - City Obligation | Sutter | S.M. Minard | 1-Feb-24 |
| MIHM PROJECT NO. | QTY. BY | IN | CONST. INDEX |
| 13-134 | J. Mallen | 15-Dec-21 | 13472.56 |
| NUMBER OF LOTS | QTY. CHK. | OUT | BLDG. INDEX |
| 120 | S. Minard | 1-Feb-24 | 8227.44 |

| Item No. | Item Description | Estimated Quantity | Unit | Unit Price (\$/Unit) | Amount (\$) |
|----------|------------------|--------------------|------|----------------------|-------------|
|----------|------------------|--------------------|------|----------------------|-------------|

Total Construction Cost of BSMP - Phase 1 - Major Road Backbone Improvements - Summary

| | | | | | |
|----|--|---|----------------|-------------------------|-----------------|
| 1 | SS Lift Station - Newkom Ranch and South Phillips Road Area | 1 | Job | \$1,405,015.50 | \$1,405,015.50 |
| 2 | Phase 1 - Offsite Sewer Force Main - SR 99 to Phillips Road | 1 | Job | 539,235.00 | 539,235.00 |
| 3 | Phase 1 - Offsite Sewer Force Main - Phillips Road to PS | 1 | Job | 532,072.80 | 532,072.80 |
| 4 | Phase 1 - Offsite Sewer Force Main - PS to Bogue Manhole | 1 | Job | 1,005,160.95 | 1,005,160.95 |
| 4 | Phase 1 - Commercial - Onsite Improvements (no dry utilities) | 0 | Job | 0.00 | 0.00 |
| 5 | Phase 1 - Comm. - Bogue Rd - SR 99 to Phillips Rd - South | 1 | Job | 1,466,307.27 | 1,466,307.27 |
| 6 | Phase 1 - Comm. - Bogue Rd - SR 99 to Phillips Rd - North | 1 | Job | 71,787.60 | 71,787.60 |
| 7 | Phase 1 - Comm. - Bogue Rd - Phillips Rd to Columbia Rd - South | 1 | Job | 1,761,558.62 | 1,761,558.62 |
| 8 | Phase 1 - Comm. - Bogue Rd - Phillips Rd to Columbia Rd - North | 1 | Job | 168,078.83 | 168,078.83 |
| 9 | Phase 1 - Comm. - Bogue Rd - Columbia Rd to Railroad Av - South | 1 | Job | 873,001.80 | 873,001.80 |
| 10 | Phase 1 - Comm. - Bogue Rd - Columbia Rd to Railroad Av - North | 1 | Job | 318,045.15 | 318,045.15 |
| 40 | Phase 1 - Comm. - Phillips Rd - Bogue Rd to Sunny Dr | 0 | Job | 4,391,887.95 | 0.00 |
| 11 | Phase 1 - Commercial - State Route 99 Improvements | 1 | Job | 3,152,677.28 | 3,152,677.28 |
| 12 | Phase 1 - Commercial - Offsite Water Improvements | 1 | Job | 739,202.18 | 739,202.18 |
| 42 | Phase 1 - Commercial - Offsite Storm Drainage Improvements | 0 | Job | 2,473,960.50 | 0.00 |
| 42 | Phase 1 - Commercial - Offsite Detention Pond Improvements | 0 | Job | 5,192,201.70 | 0.00 |
| 42 | Phase 1 - 8 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (0/ft x \$250/lf) - Adjacent to State Route 99 | 0 | LF | 350.00 | 0.00 |
| 42 | Phase 1 - 6 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (1,005/ft x \$265/lf) - Adjacent to Residential | 0 | LF | 265.00 | 0.00 |
| 42 | Phase 1 - Demolition Structures (i.e. structures, orchard trees) | 0 | LS | 65,000.00 | 0.00 |

Total Estimated Cost of Phase 1 Improvements = \$12,032,142.96

| | |
|---|------------------------|
| Contingency @ 20.0% = | <u>2,406,400.00</u> |
| Project Manager @ 0.5% = | <u>60,200.00</u> |
| City and County Plan Check @ 1.5% = | <u>180,500.00</u> |
| City and County Inspection @ 2.5% = | <u>300,800.00</u> |
| Preliminary Engineering @ 0.5% = | <u>60,200.00</u> |
| Design Engineering and Surveying @ 4.0% = | <u>481,300.00</u> |
| Construction Surveying @ 2.5% = | <u>300,800.00</u> |
| Construction Security (i.e. Performance, Payment, Warranty) @ 0.0% = | 0.00 |
| Grand Total = | <u>\$15,822,342.96</u> |
| For Budget Purposes = | <u>\$15,822,000.00</u> |

Estimate Notes:

- Estimate does not include cost of any connection fees or reimbursements.

Exhibit B-2 – Developer Obligation Summary

CITY OF YUBA CITY

BSMP - PHASE 1 SEWER AND MAJOR ROAD BACKBONE IMPROVEMENTS

SUMMARY COST ESTIMATE - FEBRUARY 1, 2024

DEVELOPER IMPROVEMENT OBLIGATION SUMMARY

| DESCRIPTION | CO. | RCVD. BY | DATE |
|--|-----------|-------------|--------------|
| BSMP - Phase 1 Backbone Improvement Summary - Developer Obligation | Sutter | S.M. Minard | 1-Feb-24 |
| MHM PROJECT NO. | QTY. BY | IN | CONST. INDEX |
| 13-134 | J. Mallen | 15-Dec-21 | 13472.56 |
| NUMBER OF LOTS | QTY. CHK. | OUT | BLDG. INDEX |
| 120 | S. Minard | 1-Feb-24 | 8227.44 |

| Item No. | Item Description | Estimated Quantity | Unit | Unit Price (\$/Unit) | Amount (\$) |
|----------|------------------|--------------------|------|----------------------|-------------|
|----------|------------------|--------------------|------|----------------------|-------------|

Total Construction Cost of BSMP - Phase 1 Backbone Improvements

| | | | | | |
|---|--|-------|-----|----------------|--------------|
| 1 | SS Lift Station - Newkom Ranch and South Phillips Road Area | 0 | Job | \$1,405,015.50 | \$0.00 |
| 1 | Phase 1 - Offsite Sewer Force Main - SR 99 to Phillips Road | 0 | Job | 539,235.00 | 0.00 |
| 1 | Phase 1 - Offsite Sewer Force Main - Phillips Road to PS | 0 | Job | 532,072.80 | 0.00 |
| 1 | Phase 1 - Offsite Sewer Force Main - PS to Bogue Manhole | 0 | Job | 1,005,160.95 | 0.00 |
| 1 | Phase 1 - Commercial - Onsite Improvements (no dry utilities)- | 0 | Job | 0.00 | 0.00 |
| 1 | Phase 1 - Comm. - Bogue Rd - SR 99 to Phillips Rd - South | 0 | Job | 1,466,307.27 | 0.00 |
| 1 | Phase 1 - Comm. - Bogue Rd - SR 99 to Phillips Rd - North | 0 | Job | 71,787.60 | 0.00 |
| 1 | Phase 1 - Comm. - Bogue Rd - Phillips Rd to Columbia Rd - South | 0 | Job | 1,761,558.62 | 0.00 |
| 1 | Phase 1 - Comm. - Bogue Rd - Phillips Rd to Columbia Rd - North | 0 | Job | 168,078.83 | 0.00 |
| 1 | Phase 1 - Comm. - Bogue Rd - Columbia Rd to Railroad Av - South | 0 | Job | 873,001.80 | 0.00 |
| 1 | Phase 1 - Comm. - Bogue Rd - Columbia Rd to Railroad Av - North | 0 | Job | 318,045.15 | 0.00 |
| 1 | Phase 1 - Comm. - Phillips Rd - Bogue Rd to Newkom Ranch Drive | 1 | Job | 4,391,887.95 | 4,391,887.95 |
| 1 | Phase 1 - Commercial - State Route 99 Improvements | 0 | Job | 3,152,677.28 | 0.00 |
| 1 | Phase 1 - Commercial - Offsite Water Improvements | 0 | Job | 739,202.18 | 0.00 |
| 2 | Phase 1 - Commercial - Offsite Storm Drainage Improvements | 1 | Job | 2,473,960.50 | 2,473,960.50 |
| 3 | Phase 1 - Commercial - Offsite Detention Pond Improvements | 1 | Job | 5,192,201.70 | 5,192,201.70 |
| 4 | Phase 1 - 8 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (565,000/ft x \$350/lf) - Adjacent to State Route 99 | 1,130 | LF | 350.00 | 395,500.00 |
| 5 | Phase 1 - 6 Foot Solid Wall (i.e. Brick, Concrete, Masonry, Proto II) (1,005/ft x \$265/lf) - Adjacent to Residential | 965 | LF | 265.00 | 255,725.00 |
| 6 | Phase 1 - Demolition Structures (i.e. structures, orchard trees) | 1 | LS | 65,000.00 | 65,000.00 |

Total Estimated Cost of Phase 1 Improvements = \$12,774,275.15

| | |
|--|------------------------|
| Contingency @ 20.0% = | 2,554,900.00 |
| Project Manager @ 0.5% = | 63,900.00 |
| City and County Plan Check @ 1.5% = | 191,600.00 |
| City and County Inspection @ 2.5% = | 319,400.00 |
| Preliminary Engineering @ 0.5% = | 63,900.00 |
| Design Engineering and Surveying @ 4.0% = | 511,000.00 |
| Construction Surveying @ 2.5% = | 319,400.00 |
| Construction Security (i.e. Performance, Payment, Warranty) @ 3.0% = | 383,200.00 |
| Grand Total = | \$17,181,575.15 |
| For Budget Purposes = | \$17,182,000.00 |

Estimate Notes:

- Estimate does not include cost of any connection fees or reimbursements.

ATTACHMENT 2

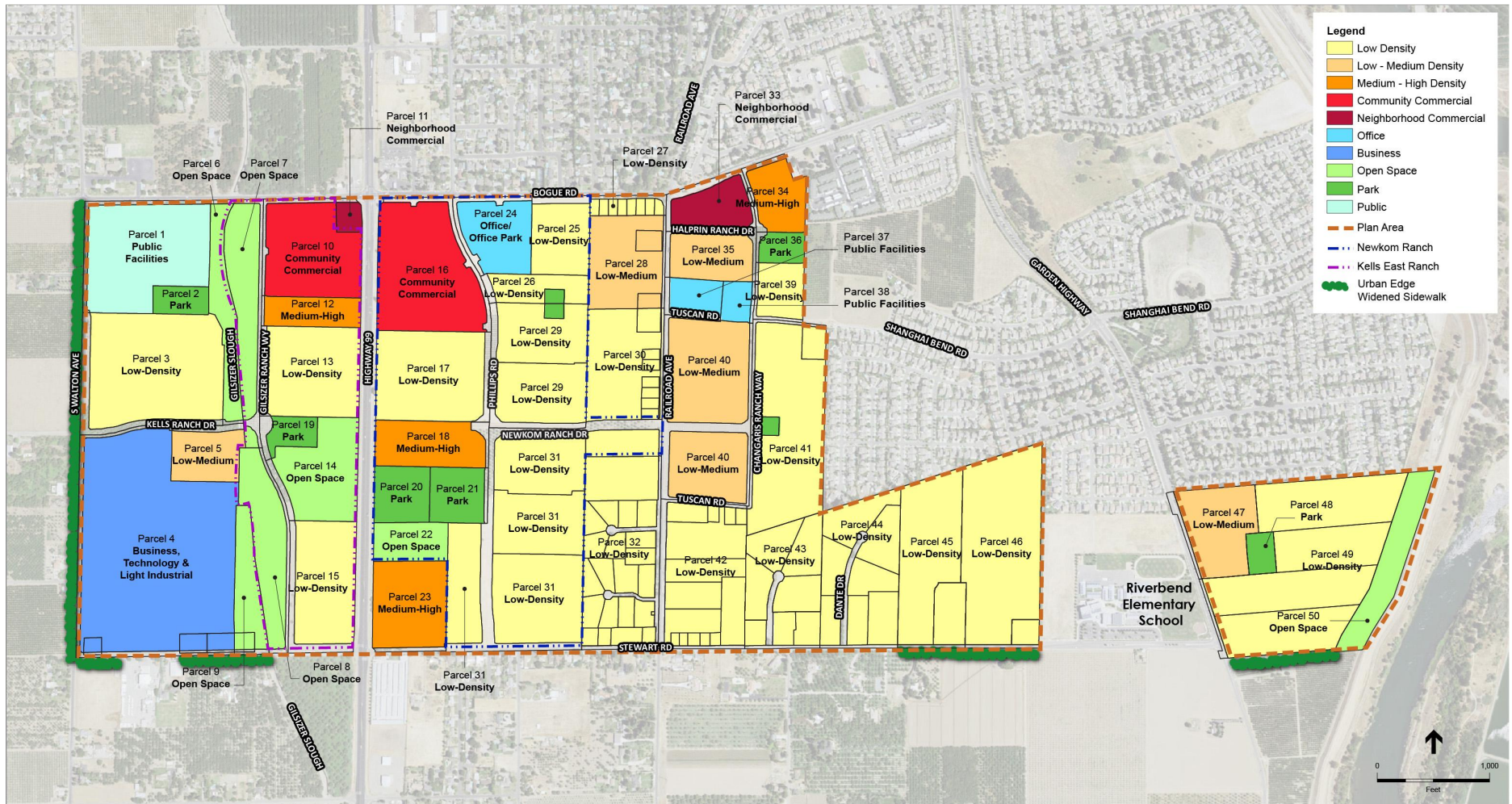
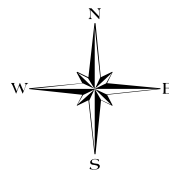
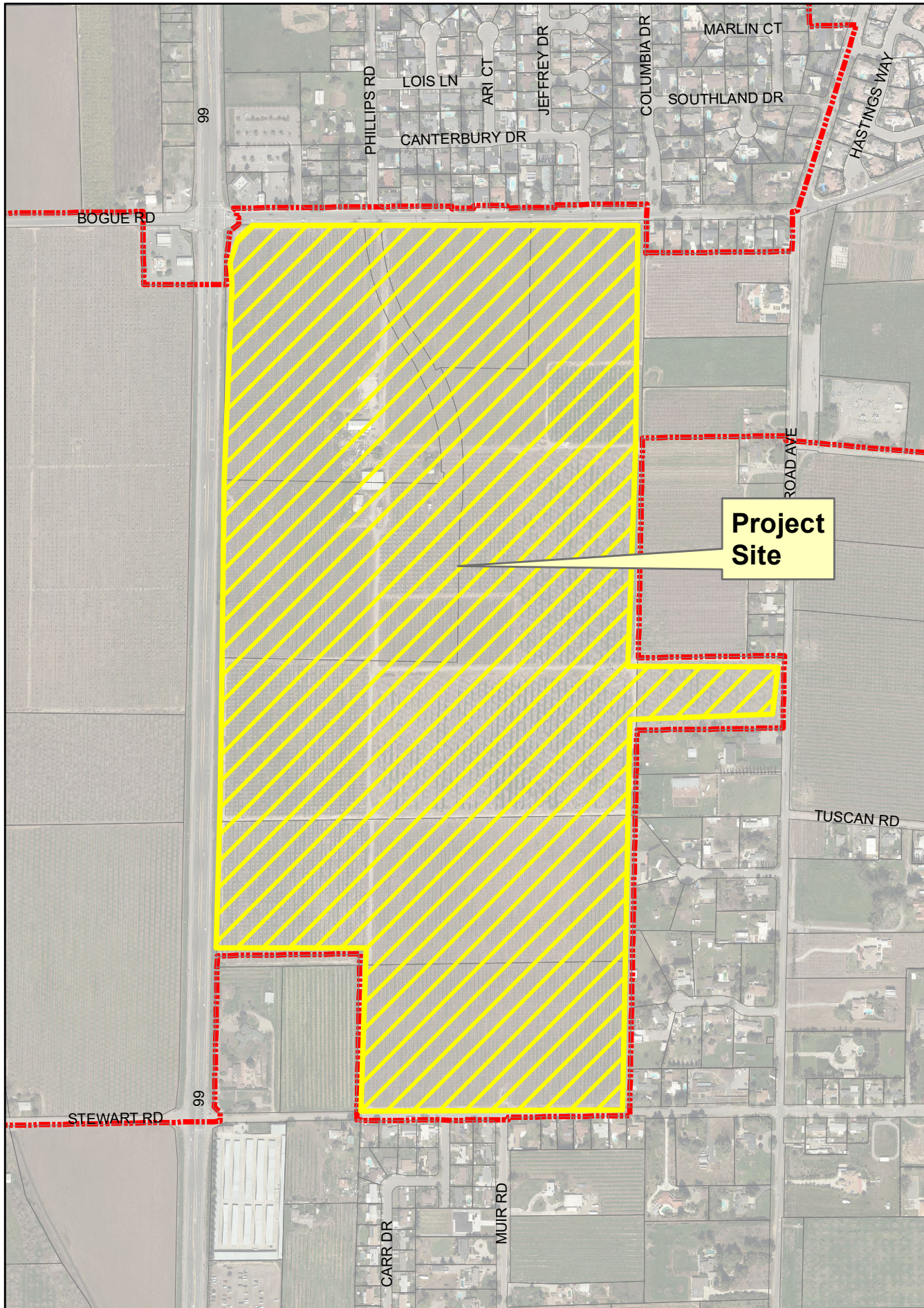


Figure 3-1: Land Use Plan

ATTACHMENT 3



**Project
Site**

Newkom Ranch Development Agreement Amendment

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Salary Schedule, Rules and Regulations Update, and One-Time Bilingual Pay Stipends

Recommendation: Adopt a Resolution:

A. Authorize the Finance Director to amend the salary schedule to remove the Relief Dispatcher classification from Part-Time, Extra Help, Limited Term and At-Will Contract Employees

B. Approve bilingual pay incentive for part-time/temporary employees who are proficient in speaking a foreign language and authorize the Finance Director to amend the salary schedule

C. Approve one-time bilingual pay stipends to avoid negative transition impacts

D. Authorize amendment of the Personnel Rules and Regulations to provide for vacation accrual during probationary period and cash-out of accrued vacation to probationary employees who separate from City service during probation

Fiscal Impact: The increase for Fiscal Year 2023 - 2024 is \$472. It is estimated that the annual vacation cash-out would be \$3,443

Purpose:

To approve a percentage-based bilingual pay incentive for part-time/temporary employees who are proficient in speaking a foreign language, as well as to approve a one-time bilingual pay stipend for four employees impacted by the calculation change; to amend the City's Rules and Regulations to permit probationary employees to earn (but not use) vacation leave during probation and cash it out upon separation; and to remove the Relief Public Safety Dispatcher position from the salary schedule.

Council's Strategic Goal:

These changes address the City Council's Strategic Goals of public safety and being business friendly.

Background:**One-Time Bilingual Pay Stipend**

Until just recently, the City provided bilingual pay calculated at \$100 per month for eligible employees. During the last round of negotiations, the City and unions negotiated a change to how bilingual pay would be calculated and agreed to move to a percentage basis rather than a flat monetary amount. During implementation of the Memorandums of Understanding for Police Officers' Association and First Level Managers, and the compensation resolution for Confidentials, it was determined that four employees who already qualified for and received bilingual pay would make less under the new percentage calculation methodology for approximately two years until the employees move up on the pay scale to a point where the percentage matches what they have been making in the flat rate formula. The parties did not intend for anyone to make less under the new calculation methodology, and a tentative agreement was reached. Four employees will receive a one-time bilingual stipend in the following amounts: \$20, \$202, \$170 and \$80.

Vacation Cash-Out

Staff proposes to amend the City's Rules and Regulations addressing vacation accrual and cash-out for probationary employees. Under the proposed amendment, probationary employees will earn vacation on a pro rata basis throughout probation, but not be eligible to use it until successfully completing at least 13 pay periods during probation. Should such employee separates employment from the City during their probationary period, the accrued vacation time will be cashed out at separation.

Part-Time/Temporary Employees

Staff identified an operational need for part-time/temporary employees who are proficient in speaking a foreign language to utilize their service for the purpose of conducting City business.

Elimination of Unused Classification

Lastly, staff reviewed the salary schedule to identify unused classifications. The Police Department identified the need to remove the Relief Public Safety Dispatcher classification listed on the Part-Time, Extra Help, Limited Term, and At-Will Contract Employees page of the salary schedule.

Analysis:

One-Time Bilingual Pay Stipend

Police Officers' Association, First Level Managers and Confidentials have agreed to remedy the unintended impact of their recent agreement on bilingual pay as a one-time stipend for those employees who would otherwise be negatively impacted by the change to percentage calculation methodology, in the amount of \$20, \$202, \$170 and \$80.

Vacation Cash-Out

New employees, during the first thirteen pay periods of their probation period, shall earn vacation on a pro rata basis, but will not be eligible to use vacation leave until successfully completing at least 13 pay periods during probation. Should the employee separate during probation, credited vacation leave will be cashed out at separation.

Part-Time/Temporary Employees

Over the last few years, the job market has changed tremendously, and it is more difficult to recruit and retain quality candidates. Staff is recommending part-time/temporary employees proficient in speaking a foreign language receive bilingual pay incentives corresponding to the bargaining unit percentage of pay (currently 2.25% of base salary). The method of certifying proficiency, and the languages compensated is determined by the City. Additionally, the Police Department recommends removing the

Relief Public Safety Dispatcher classification listed on the Part-Time, Extra Help, Limited Term, and At-Will Contract Employees page of the salary schedule.

Fiscal Impact:

The increase for Fiscal Year 2023 - 2024 is \$472. It is estimated that the annual vacation cash-out would be \$3,443.

Alternatives:

Do not approve the recommended changes and provide staff direction.

Recommendation:

Adopt a Resolution:

A. Authorize the Finance Director to amend the salary schedule to remove the Relief Dispatcher classification from Part-Time, Extra Help, Limited Term and At-Will Contract Employees.

B. Approve bilingual pay incentive for part-time/temporary employees who are proficient in speaking a foreign language and authorize the Finance Director to amend the salary schedule.

C. Approve one-time bilingual pay stipends to avoid negative transition impacts.

D. Authorize amendment of the Personnel Rules and Regulations to provide for vacation accrual during probationary period and cash-out of accrued vacation to probationary employees who separate from City service during probation.

Attachments:

1. Attachment 1 - Resolution
2. Attachment 2 - Temp Salary Schedule
3. Attachment 3 - Costing

Prepared By:

Aricka Espinoza
Administrative Analyst II

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE SALARY SCHEDULE CHANGES AND VACATION PAYOUT FOR PROBATIONARY EMPLOYEES AT TIME OF SEPARTAION

WHEREAS, City staff reviewed the salary schedule and made recommendations to update it by eliminating an unused part-time/temporary classification title;

WHEREAS, City staff recommends part-time/temporary employees be eligible to use foreign language for City service and eligible to receive bilingual incentive as determined by the City;

WHEREAS, City staff would like to amend the personnel rules governing probationary employees vacation accrual, usage and cash-out;

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

- 1) The Director of Finance is authorized to eliminate the Relief Public Safety Dispatcher classification from the Part-Time, Extra Help, Limited Term and At-Will Contract Employees section of the salary schedule.
- 2) The Director of Finance is authorized to amend the salary schedule to include bilingual pay at the rate of 2.25% percent of base salary for qualifying part-time/temporary employees.
- 3) The Council authorizes ay one-time bilingual pay stipends for four employees (POA, FLM, and Confidential) already receiving bilingual pay who would otherwise be negatively impacted by the change to percentage calculation methodology, in the amount of \$20, \$202, \$170, and \$80.
- 4) Section 2.08(C) of the Personnel Rules shall be amended to read as follows:

Probationary employees shall earn vacation leave on a prorated basis, per pay period, at the rate provided in the applicable MOU, compensation and benefits resolution, or employment agreement. Probationary employees are not eligible to use such accrued vacation leave until they have successfully completed thirteen full pay periods of their probationary period.

Neither an extension of a probationary period nor a performance evaluation which reflects an overall rating of below "fulfills job requirements" constitute successful completion of thirteen (13) pay periods. An employee must successfully pass any extended probation or receive at least a "fulfills job requirements" rating before vacation leave may be used.

Should the employee separate prior to successful completion of thirteen pay periods, any accrued vacation leave will be cashed out upon separation at the applicable rate of pay.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 20th day of February 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Stacey Sheston, Special Counsel
Best Best & Krieger, LLP

ATTACHMENT 2

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JANUARY 1, 2024

Part-Time, Extra Help, Limited Term, and At-Will Contract Employees

| JCN | CLASSIFICATION | Bargaining
Group | SALARY STEPS | | | | |
|--------|---|---------------------|--------------|-------|-------|-------|-------|
| | | | 1 | 2 | 3 | 4 | 5 |
| 0110* | Intern Worker | | 18.68 | 19.61 | 20.59 | 21.62 | 22.70 |
| 4002 | Park Maintenance Worker (Temp) | | 22.23 | 23.35 | 24.51 | 25.74 | 27.02 |
| 4000 | Public Works Maintenance Worker (Temp) | | 22.23 | 23.35 | 24.51 | 25.74 | 27.02 |
| 4125 | Water/Wastewater Operator-in-Training | | 22.23 | 23.35 | 24.51 | 25.74 | 27.02 |
| 2030* | Reserve Police Officer (Level I) - see notes 1 & 2 | | 20.83 | — | — | — | — |
| | Reserve Police Officer (Level Ia) - see notes 1,2&3 | | 32.05 | — | — | — | — |
| 2020* | Reserve Police Officer (Level II) - see notes 1 & 2 | | 16.67 | — | — | — | — |
| 300 | Police Officer Trainee | | 16.20 | — | — | — | — |
| 0200* | Recreation Worker | | 16.00 | | TO | | 50.00 |
| | (Sub Classifications) | | | | | | |
| * | Recreation Leader I | | 16.00 | 16.46 | 17.28 | | |
| * | Recreation Leader II | | 17.28 | 18.14 | 19.05 | | |
| * | Recreation Leader III | | 19.05 | 20.00 | 21.00 | | |
| * | Recreation Specialist I | | 16.00 | | TO | | 25.00 |
| * | Recreation Specialist II | | 25.00 | | TO | | 50.00 |
| * | Lifeguard/Instructor I | | 17.28 | 18.14 | 19.05 | 20.00 | 21.00 |
| * | Lifeguard/Instructor II | | 21.00 | 22.05 | 23.15 | 24.31 | 25.53 |
| 4116 | Veterinary Assistant | | 20.60 | 21.62 | 22.70 | 23.84 | 25.03 |
| 3410** | Fire Recruit | | 20.40 | — | — | — | — |
| 3310 | Fire Recruit - 40 hour work week | | 28.56 | — | — | — | — |

1/ Reserves must serve a minimum of 16 hours per month reserve service.

**CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JANUARY 1, 2024**

Part-Time, Extra Help, Limited Term, and At-Will Contract Employees

- 2/ City purchases safety equipment and uniforms (except for regular employees who receive a uniform allowance). Shirts, ties, hats, and badge only are purchased.
 - 3/ The Reserve Police Officer would only receive the higher pay after he/she has completed the Field Training Program, has already worked his/her mandatory sixteen hours per month, and is covering a shift or partial shift for a regular full-time Officer.
 - * Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).
 - ** Indicates classifications whose hourly rates are computed on the basis of an average 56 hour duty week.
- Effective date for minimum wage increases are based on the work date, not the pay date.

EMPLOYEE BARGAINING GROUPS

| | |
|-----------------------------------|-----------------------------------|
| CON - Confidential | FLM - 1st Level Manager |
| PUE, Local #1 - General Employees | PD - Police Department |
| DH - Department Head | FIRE - Fire Department |
| MM - Middle Manager | PSMM - Police Sworn Mid Manager |
| FM - Fire Management | PFLM - Police First Level Manager |

ATTACHMENT 3

City of Yuba City
Item # 8 - February 20, 2024 Staff Report

| | <i>On-going</i> | <i>One-time</i> | <i>Total</i> |
|--|-----------------|-----------------|--------------|
| FY 2023-24 | | | |
| Bilingual Pay One Time Stipends | | 472 | 472 |
| Vacation Payout Change - Estimate Only | | 3,443 | 3,443 |

| | | | | | | |
|-------------------|-----------|----------|-----------|--------------|-----------|--------------|
| Total Cost | \$ | - | \$ | 3,915 | \$ | 3,915 |
|-------------------|-----------|----------|-----------|--------------|-----------|--------------|

| | | | | |
|---------------------|-----------|--------------|-----------|--------------|
| <i>General Fund</i> | \$ | 3,915 | \$ | 3,915 |
| <i>Water</i> | \$ | - | \$ | - |
| <i>Wastewater</i> | \$ | - | \$ | - |
| <i>SASA</i> | \$ | - | \$ | - |
| <i>VMF</i> | \$ | - | \$ | - |

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Exclusive Negotiation Agreement with Habitat for Humanity Yuba/Sutter, Inc., for Property Located at 211 and 217 South Walton Avenue

Recommendation: Adopt a Resolution authorizing the Mayor to execute an Exclusive Negotiation Agreement with Habitat for Humanity Yuba/Sutter, Inc., for City-owned properties located at 211 and 217 South Walton Avenue

Fiscal Impact: None associated with the Exclusive Negotiation Agreement. Upon sale of the properties, the City will receive proceeds from the sale of the properties.

Purpose:

To sell City-owned surplus property to Habitat for Humanity Yuba/Sutter, Inc., for the development of affordable senior housing.

Council's Strategic Goal:

This item addresses Council's overarching goal of Quality of Life as the proposed project will provide affordable senior housing.

Background:

On September 1, 2020, the City Council declared 211 South Walton Avenue, APN 54-150-050, 217 South Walton Avenue, APN 57-150-004, and APN 57-220-065 to be surplus properties and directed the City Manager to proceed with disposal of the properties in accordance with the Surplus Land Act (SLA). Per the SLA, staff issued a Notice of Availability and received interest from Habitat for Humanity Yuba/Sutter, Inc. (Habitat for Humanity), to purchase the property for the development of an affordable senior housing project. As Habitat for Humanity is a housing sponsor, and the only respondent to the Notice of Availability, the City is required by the SLA to negotiate in good faith effort.

Analysis:

Habitat for Humanity has applied for various grant funds, and as part of the application, needs to show that the City is working exclusively with them on the sale of the property. The attached Exclusive Negotiation Agreement (ENA) provides for one (1) year for staff to work with Habitat on a Disposition and Development Agreement (DDA). A DDA will need to be approved by the California Department of

Housing and Community Development (HCD) prior to approval by the City Council. The one year will provide staff time to work out funding and timing of the affordable senior housing project with Habitat for Humanity.

Fiscal Impact:

There are no fiscal impacts associated with the Exclusive Negotiation Agreement. Upon sale of the properties, the City will receive proceeds from the sale of the properties.

Alternatives:

Do not authorize execution of the ENA. Staff does not recommend this alternative as the City is required to comply with the Surplus Land Act, and must provide proof to HCD, that negotiations took occurred in good faith.

Recommendation:

Adopt a Resolution authorizing the Mayor to execute an Exclusive Negotiation Agreement with Habitat for Humanity Yuba/Sutter, Inc., for City-owned properties located at 211 and 217 South Walton Avenue

Attachments:

1. Attachment 1 - Resolution - Exclusive Negotiation Agreement - Habitat for Humanity
2. Attachment 2 - Exclusive Negotiation Agreement - Habitat for Humanity

Prepared By:

Diana Langley
City Manager

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE MAYOR TO EXECUTE AN EXCLUSIVE NEGOTIATION
AGREEMENT WITH HABITAT FOR HUMANITY YUBA/SUTTER, INC., FOR CITY-
OWNED PROPERTIES LOCATED AT 211 AND 217 SOUTH WALTON AVENUE**

WHEREAS, the City of Yuba City owns certain properties consisting of approximately 1.43 acres at 211 South Walton Avenue and 217 South Walton Avenue, identified by APN's 57-150-050, 57-220-065, and 57-150-004; and

WHEREAS, the City Council of the City of Yuba City adopted Resolution No. 20-099 declaring the properties to be surplus; and

WHEREAS, the City Council authorized and directed the City Manager, per the Surplus Land Act, Government Code section 54220 et. Seq., to send written notices of availability and offer the properties for sale; and

WHEREAS, Habitat for Humanity Yuba/Sutter, Inc., submitted an offer to purchase the properties, subject to review and approval by the City Council of the City of Yuba City and the California Department of Housing and Community Development; and

WHEREAS, Habitat for Humanity Yuba/Sutter, Inc., proposes to build affordable senior housing on the properties and the City Council has previously identified a need for affordable senior housing; and

WHEREAS, Habitat for Humanity Yuba/Sutter, Inc., is applying through various funding programs to fund the proposed affordable senior housing project and needs proof that the City Council is exclusively negotiating with Habitat for Humanity Yuba/Sutter, Inc., on the sale of the properties; and

WHEREAS, an Exclusive Negotiation Agreement provides proof that the City Council is exclusively negotiating with Habitat for Humanity Yuba/Sutter, Inc., on the sale of the properties.

NOW THEREFORE, the City Council of the City of Yuba City resolves as follows:

The City Council authorizes the Mayor to execute an Exclusive Negotiation Agreement with Habitat for Humanity Yuba/Sutter, Inc., for the sale of 211 and 217 South Walton Avenue, identified by APN's 57-150-050, 57-220-065, and 57-150-004.

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 20th day of February 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment:

Exclusive Negotiation Agreement

ATTACHMENT 2

EXCLUSIVE NEGOTIATION AGREEMENT

Property at: 211 & 217 South Walton Avenue

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this “ENA”) is entered into as of this 20th day of February, 2024, by and between the **CITY OF YUBA CITY**, a municipal corporation (“City”) and the **HABITAT FOR HUMANITY YUBA/SUTTER, INC.**, a non-profit organization (“Developer”).

RECITALS

WHEREAS, the City of Yuba City owns those certain properties consisting of approximately 1.43 acres at 211 South Walton Avenue and 217 South Walton Avenue, identified by APN’s 57-150-050, 57-220-065, and 57-150-004, referred to herein as the “Site” which is shown on the Map of Site attached hereto as Exhibit A, and incorporated herein by this reference, which Site is zoned as Multi-Family (R-3) and is currently vacant and which property the City wishes to develop for affordable housing for seniors;

WHEREAS, the City Council of the City of Yuba City adopted Resolution No. 20-099 declaring the Site as surplus property;

WHEREAS, the City Council authorized and directed the City Manager, per the Surplus Land Act, Government Code section 54220 et. Seq., to send written notices of availability and offer the Site for sale;

WHEREAS, Developer submitted an offer to purchase the Site, subject to review and approval by the City Council of the City of Yuba City and the California Department of Housing and Community Development (“HCD”);

WHEREAS, this ENA is proposed with Habitat for Humanity Yuba/Sutter, Inc. (“Developer”) for the Site. Developer has the following qualifications: Since 1993, Developer has built numerous housing projects in Yuba and Sutter Counties and proposes to build a 29-unit affordable housing project for seniors (“Project”);

WHEREAS, the parties recognize and acknowledge the purpose of this ENA is to establish a 365-day period of exclusivity between the parties to assist with facilitating terms and toward the possible execution of a subsequent Purchase Agreement or disposition and development agreement (“DDA”) or similar agreement for the transfer/conveyance of the Site to Developer for development of the Project;

WHEREAS, the Developer’s initial projections conservatively estimate that the Project will produce the following benefits to the City of Yuba City: provide affordable housing for seniors;

WHEREAS, the parties acknowledge and agree that this ENA sets forth general parameters of the Project but no commitments have been made and the ultimate terms of the DDA will be determined through the negotiation; and

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, City and Developer hereto mutually agree as follows:

1. PURPOSE.

The purpose of this ENA is to provide for a one (1) year period of exclusivity during which Developer will (i) perform due diligence on the Site, (ii) negotiate and execute the DDA with the City, and (iii) raise the capital to fund the Project. Contemporaneously, City and Developer will negotiate in good faith with the goal of reaching terms amenable to both parties that would facilitate the execution of the DDA. Upon completion, the DDA will be presented to HCD for approval, and then the City Council at a public meeting for approval, in its sole discretion. The terms and provisions of a possible DDA shall be subject to, among other things, the following: (a) Any conveyance of property owned by the City (or its constituent agencies) shall be subject to all necessary entitlements / land use permits that are required to be issued by the City and other appropriate permitting authority, and (b) all necessary financing commitments and building permits are ready to be issued, all of which are needed to commence and complete the development of the Project. The development of any Project shall be subject to and consistent with the requirements of the California Environmental Quality Act ("CEQA"), as well as development regulations of City and any Federal, State or local applicable regulations, including those that may be required by funding sources used for the Project.

2. AGREEMENT TO EXCLUSIVELY COOPERATE.

- (a) Term. City hereby agrees to cooperate with Developer for a period of three hundred sixty five (365) days, commencing on the effective date of this ENA (the "Term"); and, at the end of that period this ENA shall terminate without notice, unless this ENA is (i) terminated earlier pursuant to Section 8, below, or (ii) continued by mutual consent of the Parties, as evidenced by a written amendment to this Amendment signed on behalf of both parties ("Extended Term").
- (b) Negotiate ENA. City and Developer agree, for the period set forth in Subsection 2.(a), above, to cooperate with each other in an effort to agree to and sign a DDA, which meets the terms described in Section 4, below.
- (c) Exclusivity. During the term of this ENA, City agrees not to negotiate for the conveyance through sale, lease, or development of any Project similar to the Developer's Project with any party, other than the Developer (or its successors/assigns, approved by City, for development of the Site.

3. AGREEMENT DEPOSIT.

- (a) Initial Agreement Deposit. No deposit is required of Developer.
- (b) Initial Evaluation of Project Feasibility. Within four months of the commencement of the Term, Developer shall submit the information necessary to evaluate the feasibility of the Project including (i) the Concept Plan; (ii) the initial Pro Forma including all costs and revenues and projected returns; (iii) sources of financing;

and (iv) other information necessary to determine the financial feasibility.

- (c) ENA Submittals. Within eight months after the Effective Date of this ENA or such extended time as the parties may agree, Developer shall make the ENA submittals (“ENA Submittals”) defined as:
- (1) Make due diligence submittals concerning the Site for the Project.
 - (2) Submit to City’s Deputy Development Services Director, an initial proposed Site Plan to include the following: (i) all uses and square footages for the Project, (ii) parking facilities and requirements, and (iii) a proposed plan or plans to guide the overall development of the Site. Developer’s initial Site Plan may be updated from time to time during the Term of this Agreement.
 - (3) Prepare and submit a detailed Project Pro Forma describing: (i) costs of site grading, development, constructing and financing of all Project improvements; (ii) the assessment of costs for construction of necessary public improvements, including City fees and costs; (iii) the costs of all work and obligations necessary to develop the Project; and (v) all projected revenues from the operation of the Project. Developer’s initial Pro Forma may be updated from time to time during the Term of this Agreement.
 - (4) Submit initial information regarding Developer’s affiliates/partners that will be involved in the Project and its Financial Capability Statement.

Within thirty (30) days after City’s receipt of the ENA Submittals, City shall provide written responses. Such responses may be made by the City Council as a body, from direction given after an open session and closed session, as permitted by law, or the City Manager, as he/she determines appropriate with or without consultation with the City Council.

- (d) Additional Information. During the term of this ENA, both the City and Developer shall have the right to request reasonable additional information and data from each other as necessary for review and evaluation. Both parties agree to provide such additional information or data as requested in a timely manner. To the extent permitted by law, all information provided by both parties and marked as “proprietary” shall remain confidential. Both parties shall not distribute any information marked “proprietary” without receiving prior written authorization from either party. Both parties shall have the right to redact information it deems a trade-secret or of high commercial value.

4. TERMS TO BE NEGOTIATED FOR THE ENA OR DDA.

During the term of this ENA, City and Developer shall meet or schedule calls regularly with each other in order to negotiate the ENA or DDA which shall include, without limitation, the following provisions (to the extent applicable):

- (a) Term of the DDA. Provisions indicating, the ENA or DDA will be for a period of three hundred sixty-five (365) days or more.
- (b) Good Faith Negotiations for a DDA. Provisions stating City and Developer will agree, for the term of the DDA to negotiate diligently and in good faith for the preparation of the DDA to be entered into by City and Developer for the Project.
- (c) Negotiation with Others. Provisions requiring City, during the term of the ENA, not to approve or conduct a public hearing for any other development of the Project Site, or portion thereof.
- (d) Pro Forma. Timing for submittal of a complete pro forma showing the fiscal feasibility for all aspects of the Project.
- (e) Necessary Financing. Timing for submittal of evidence reasonably satisfactory to City, including the financing structure and preliminary commitments, demonstrating Developer can and will obtain the necessary financing in an amounts sufficient to pay for development, operation and maintenance of the Project.
- (f) Schedule of Performance. The term of the DDA and milestones, which must be met to continue the DDA's effectiveness during its term and one or more options for renewal.
- (g) Uses. Appropriate controls to limit the uses allowed for the Project.
- (h) Compatibility. The planning, design, construction, operation and maintenance of Project shall be coordinated to maximize its compatibility with the abutting and adjacent uses and to minimize environmental, traffic and other impacts on the abutting and adjacent uses.
- (i) Real Estate Commissions. Provisions stating (i) neither City nor Developer shall be liable for any real estate commissions or brokerage fees, which may arise here from. City and Developer each represents it has not engaged a broker, agent or finder in connection with this transaction; and (ii) each party agrees to hold harmless the other party from any claim by any broker, agent or finder retained, or claimed to have been retained, by that first party.
- (j) Conflicts of Interest. A provision stating for the term of the ENA, no member, officer or employee of City, during the term of his or her service with City, shall have any direct or indirect interest in the ENA or obtain any present or anticipated material benefit arising, therefrom.
- (k) Indemnity. A defense, indemnification and hold harmless provision similar to that set forth in Section 7 of this ENA.
- (l) Legal Compliance. Compliance with all Federal, State and local laws, including labor laws.

5. CITY'S RESERVATION OF POLICE POWERS.

Environmental analysis pursuant to the CEQA will occur as the Project's plans are developed. Developer has sole responsibility to pursue and obtain any and all necessary environmental approvals for the Project pursuant to CEQA at its sole cost and expense. Developer will undertake the studies, reports and analyses required at its sole cost and expense. The City shall serve as lead agency for purposes of environmental review under CEQA and Developer shall provide to City, in advance, all funds necessary to cover the costs of such environmental review. Developer understands that all approvals are subject to the City's sole and absolute discretion in the exercise of its police powers and assumes the risk of not obtaining its entitlements for the Project. Approval of all such entitlements shall be a condition precedent to the execution of the DDA which condition shall be for the benefit of each of Developer and City. Developer acknowledges and agrees that this Agreement does not constitute a disposition of property by the City and Developer acknowledges and agrees that it has not acquired and will not acquire, by virtue of the terms of this Agreement, any legal or equitable interest in real or personal property from City or the City. Execution of this Agreement does not constitute "approval" of a "project," as those terms are defined in CEQA. The parties understand that City has complete and unfettered governmental discretion to reject the Project and/or any DDA, and other documents related to the development without explanation or cause prior to the mutual execution of the DDA or other binding documents between the parties. The risk of loss of all processing, design and developmental costs incurred by Developer with the City prior to the approval and execution of the DDA shall be absorbed entirely by Developer.

6. LIMITATION ON LIABILITIES AND REMEDIES FOR BREACH OR DEFAULT AND RELEASE OF CLAIMS.

- (a) No Monetary Damages. Neither party would have agreed to any part of this ENA if it were to be liable to the other party for any amounts of monetary damages. Accordingly, both parties acknowledge and agree each party's exclusive right and remedy upon any breach or default of the other party to negotiate in good faith, as set forth in this ENA, is to terminate this ENA or seek specific performance regarding the exclusivity provisions of this ENA, as applicable.
- (b) Release and Waiver. Each party acknowledges it is aware of the meaning and legal effect of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Civil Code Section 1542 notwithstanding, it is the parties' intention to be bound by the limitation on remedies set forth in this Section, and each party hereby releases

any and all claims against the other party for monetary damages or other legal or equitable relief, whether or not such released claims were known or unknown to the releasing party as of its entry into this ENA. Each party hereby waives the benefits of Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect.

City Initials

Developer Initials

7. INDEMNIFICATION.

Developer agrees to defend City and each of its officers, contractors, agents and employees (the “City Indemnified Parties”) from any and all claims and legal actions by any third party alleging any act or omission related, directly or indirectly, to this ENA. In addition, Developer shall indemnify and hold harmless the City Indemnified Parties from any and all damages, liability, awards, judgments and costs, including reasonable attorneys’ fees and court costs (collectively, “Damages”) to the extent caused by Developer or any of its officers’, contractors’, agents’ or employees’ negligent act or omission or willful misconduct; except to the extent such Damages are caused by any of the City Indemnified Parties’ negligent act or omission or willful misconduct. Developer understands that such indemnity includes the obligation to defend any entitlements granted and that such a provision will be included in the DDA.

8. PROHIBITION ON TRANSFER WITHOUT AUTHORITY APPROVAL.

The Developer shall not sell, transfer, or assign this Agreement or any part thereof without the prior written consent of the City Council expressed by resolution, and then only under such conditions as may therein be prescribed.

9. TERMINATION BY DEVELOPER.

If Developer, in its discretion, determines it is in the best interests of Developer to terminate this ENA, then with or without cause, upon forty-five-days’ (45-days’) notice (“Termination Notice”), Developer may terminate this ENA; provided, that the indemnification obligations of Developer hereunder shall remain in effect. The purpose of the 45-day Termination Notice is to allow the Parties a significant period to consult on whether any actions could be taken to avoid the termination but Developer is under no obligation to withdraw the Termination Notice.

10. NOTICES.

All notices, including, without limitation, all approvals and consents, required or permitted under this Agreement shall be delivered in person, by messenger, by overnight mail courier, or by registered or certified mail, postage prepaid, return receipt requested, to each party at its address shown below, or to any other notice address designated in writing by such party. Each such notice shall be deemed delivered to the party to whom it is addressed: (i) if personally served or delivered, upon delivery; (ii) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, two (2) days after such notice is deposited with the United States mail; (iii) if given by overnight courier, with courier charges prepaid, twenty-four (24) hours after

delivery to said overnight courier; or (iv) if sent by electronic mail, when received as evidenced by confirmation of receipt (provided that written notice shall have been simultaneously given by other means).

City: City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993
Attention: City Manager

With a copy to: Aleshire & Wynder, LLP
2440 Tulare Street, Suite 410
Fresno, CA 93721
Attention: Shannon Chaffin, Esq.

Developer: Habitat for Humanity Yuba/Sutter, Inc.
202 D Street
Marysville, CA 95901
Attention: Joseph Hale, CEO

11. COUNTERPART ORIGINALS.

This ENA may be executed in counterpart originals which, when taken together, shall constitute but one and the same instrument.

12. ENTIRE AGREEMENT; AMENDMENT.

This ENA represents the entire agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to the Project the matters contained herein. This ENA may only be amended as agreed to in writing and upon the signatures of the parties hereto. Notwithstanding the foregoing, this ENA will be superseded by the ENA, if and when the proposed ENA is executed by Developer, approved by City, in the manner required by law, and executed by City.

13. GENERAL PROVISIONS.

This Agreement and all terms and conditions hereof shall be governed by and construed and enforced in accordance with the laws of the State of California. Any term herein can be waived only by a written waiver signed by the party against whom such waiver is to be asserted. All provisions shall not be construed in favor of or against either party, but rather as if both parties prepared this Agreement. This Agreement shall inure to the benefit of and bind the respective successors and assigns of City and Developer, provided, however, Developer shall not have the right to transfer or assign any of its rights or obligations under this Agreement. Nothing in this Agreement shall create any personal obligation or liability of City's City Manager, staff member, employee, or agent of City for any obligation of City under this Agreement and, conversely, nothing in this Agreement shall create any personal obligation or liability of any partner, member, principal, shareholder, employee, or agent of Developer for any obligation of Developer under this

Agreement. The Recitals above are incorporated by reference as substantive provisions of this Agreement.

14. PURPOSE AND AUTHORITY.

City's execution of this Agreement is merely an agreement to enter into an exclusive negotiation period pursuant to the terms set forth herein, reserving final discretion and approval by City as to any proposed DDA and all proceedings and decisions in connection therewith. The parties to this Agreement each represent and warrant to one another, that (i) the individual(s) executing this Agreement on behalf of such party has been duly authorized to execute and deliver this Agreement on behalf of such party, (ii) such party is duly organized and existing, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

CITY:

CITY OF YUBA CITY, a municipal
corporation

By: _____

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

DEVELOPER:

HABITAT FOR HUMANITY
YUBA/SUTTER, Inc., a non-profit
organization

By: _____

Joseph Hale, CEO

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Merriment Village Apartments - Homekey 3.0 Grant Application Submittal

Recommendation: Repeal Resolution No. 23-056 and adopt a Resolution authorizing a joint application with Habitat for Humanity Yuba/Sutter, Inc, to apply for Homekey 3.0 funds through the State Department of Housing and Community Development for a 79-unit affordable housing project located at 428 North Walton Avenue, which is Phase 1 of the proposed 217-unit Merriment Village Apartments

Fiscal Impact: Habitat for Humanity is requesting a contribution of \$1,787,922 from the City toward City of Yuba City development fees, \$465,000 of accumulated Permanent Local Housing Allocation (PLHA) Funding toward construction activities, and \$155,000 of PLHA funds annually after the third year of operation, provided that the City continues to receive PLHA funds.

Purpose:

To provide affordable housing options through the development of Habitat for Humanity's proposed Merriment Village Apartment Project, a 217-unit apartment complex located on the east side of Walton Avenue, north of Franklin Road. The project will be broken into multiple phases, with Phase 1 including a 79-unit apartment building and the site work for the entire project.

Council's Strategic Goal:

This proposed project addresses Council's goals of Public Safety, Fiscal Responsibility, and the overarching goal of Quality of Life.

Background:

Vice Mayor Harris and Councilmember Boomgaarden worked on a committee with Habitat for Humanity to explore opportunities to provide affordable housing options within Yuba City utilizing the California Department of Housing and Community Development's (HCD) Homekey funding. Through the process, the team evaluated existing hotel/motel sites for the potential to convert to affordable housing. In evaluating these sites, the owners were either unwilling to sell, were asking too much for the property, or the sites were not a good fit for conversion to affordable housing. Once it was determined that an existing site was not an option, consideration was turned to vacant properties for new construction.

The committee looked at a couple of vacant properties that were large enough to accommodate a sizable project, and landed on a 7.47-acre property located on the east side of Walton Avenue, north of Franklin Road, identified as 428 North Walton Avenue, APN 58-120-001. Habitat for Humanity brought their design team together, consisting of Hilbers, Inc. of Yuba City and BSB Design of Sacramento to develop a site plan for a proposed 217-unit apartment complex titled Merriment Village Apartments.

Homekey is a statewide effort to sustain and rapidly expand housing for persons experiencing homelessness or at risk of homelessness. Homekey requires lead applicants to be cities, counties, cities and counties, and all other state, regional, and local public entities, which is why Habitat for Humanity is requesting the City's participation in the project. Homekey funding requires a 55-year commitment for the use of the property to be affordable permanent housing. There is an option that the City would be able to sell the property should it not be feasible. However, the use would still be required to meet Homekey standards and must be approved by HCD. Habitat for Humanity will be the owner and property manager for the site, and multiple agencies will provide support services to residents.

On March 21, 2023, the City Council received a presentation on Merriment Village from Habitat for Humanity, which included a request that the City Council consider waiving fees that would be owed the City, totaling \$4,500,000, as well as contribute \$155,000 of PLHA funding toward the annual ongoing operation of the project. Overall, Council expressed support for the project but had concerns regarding the fee waiver request and contribution of ongoing funding. Council directed staff to bring back the project for formal consideration.

On March 29, 2023, HCD issued a Notice of Funding Availability (NOFA) for Round 3 of Homekey and noted \$736 million available statewide. For the Sacramento region, which includes the counties of El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba, there is a total of \$37,158,338 available. Funding available through Homekey 3.0 will not be enough to fund the entire project, which is estimated at close to \$75 million, so Habitat for Humanity is proposing to split the project into multiple phases and evaluate other funding programs for the remainder.

Also in regard to funding, in July 2020, the City applied for the Permanent Local Housing Allocation (PLHA) grant under HCD. The City was awarded approximately \$310,000 on an annual basis. The City was required to submit a plan to allocate the PLHA funding with the grant application and the City committed to utilizing 50% for the pre-development, development, acquisition, rehabilitation, and preservation of affordable, multi-family rental housing projects in collaboration with the Regional Housing Authority and other affordable housing developers. The remaining 50% is to be used for supportive services and programs for the local homeless population in collaboration with Sutter County, Sutter Yuba Homeless Consortium, and other qualified homeless service providers. Over the five years covered by the current Notice of Funding Availability under the PLHA program, the City is projected to receive a total of \$1,866,000.

The scope for the entire proposed Merriment Village Apartments includes the following:

- 70 Studio Units
- 67 1 Bedroom/1 Bathroom Units
- 79 2 Bedroom/1 Bathroom Units
- 1 3 Bedroom/2 Bathroom Unit
- Clubhouse/Supportive Services
- Facilities Building

On April 18, 2023, the City Council received an updated presentation on Merriment Village. HCD

released the Notice of Funding Availability for Homekey 3.0 and only \$37,158,338 is available for the Sacramento region. With an estimated project cost close to \$75 million, it is not possible for the entire proposed Merriment Village Project to be funded through the Homekey program. Habitat for Humanity is proposing to split the project into multiple phases, with Phase 1 including the 4-story, 79-unit building comprised of 2 bedroom/1 bathroom units fronting Walton Avenue, and the site work for the remainder of the site. If approved by Council, the City and Habitat for Humanity will be applying for up to \$25 million for Phase 1.

On May 2, 2023, the City Council adopted Resolution No. 23-056 authorizing a joint application with Habitat for Humanity to apply for Homekey 3.0 funds for Phase 1, and authorized the Mayor to submit a Funding Commitment letter for the City contributions. The application was submitted to HCD in May 2023.

Analysis:

HCD reviewed the Homekey application and is requesting a modification to Resolution No. 23-056. The Resolution authorized the City Manager to execute the application and Homekey documents. However, HCD staff have indicated that unless the City has an Ordinance that allows the City Manager to execute the documents, the Mayor must execute the documents. The City does not have such an Ordinance, and therefore, staff is requesting that the City Council repeal Resolution No. 23-056 and adopt a new Resolution authorizing the Mayor to execute the Homekey documents.

Fiscal Impact:

Habitat for Humanity is requesting that the City Council consider waiving fees that would be owed to the City, totaling \$1,787,922 as well as contribute \$465,000 of accumulated Permanent Local Housing Allocation (PLHA) funding toward construction, and \$155,000 of ongoing PLHA funds annually after the third year of operation, provided that the City continues to receive PLHA funds. If the application is approved by HCD, staff will prepare a formal proposal for repayment of the City development fees for Council consideration.

Alternatives:

Do not approve the modified Resolution and do not pursue Homekey 3.0 funds.

Recommendation:

Repeal Resolution No. 23-056 and adopt a Resolution authorizing a joint application with Habitat for Humanity Yuba/Sutter, Inc, to apply for Homekey 3.0 funds through the State Department of Housing and Community Development for a 79-unit affordable housing project located at 428 North Walton Avenue, which is Phase 1 of the proposed 217-unit Merriment Village Apartments.

Attachments:

1. Resolution - Joint Application with Habitat for Humanity

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

AUTHORIZING RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AUTHORIZING JOINT APPLICATION TO AND PARTICIPATION IN THE HOMEKEY PROGRAM

WHEREAS:

- A. The Department of Housing and Community Development ("**Department**") has issued a Notice of Funding Availability, dated March 29, 2023 ("**NOFA**"), for the Homekey Program ("**Homekey**" or "**Program**"). The Department has issued the NOFA for Homekey grant funds pursuant to Health and Safety Code section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.).
- B. The City of Yuba City ("**Co-Applicant**") desires to jointly apply for Homekey grant funds with Habitat for Humanity Yuba/Sutter, Inc. ("**Corporation**"). Therefore, Co-Applicant is joining Corporation in the submittal of an application for Homekey funds ("**Application**") to the Department for review and consideration.
- C. The Department is authorized to administer Homekey pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Homekey funding allocations are subject to the terms and conditions of the NOFA, the Application, the Department-approved STD 213, Standard Agreement ("**Standard Agreement**"), and all other legal requirements of the Homekey Program.

THEREFORE, IT IS RESOLVED THAT:

- 1. Co-Applicant is hereby authorized and directed to submit a joint Application to the Department in response to the NOFA, and to jointly apply for Homekey grant funds in a total amount not to exceed **\$25,000,000**.
- 2. If the Application is approved, Co-Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed **\$25,000,000**, any and all other documents required or deemed necessary or appropriate to secure the Homekey funds from the Department and to participate in the Homekey Program, and all amendments thereto (collectively, the "**Homekey Documents**").
- 3. Co-Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities

identified in the Standard Agreement.

4. The Mayor is authorized to execute the Application and the Homekey Documents on behalf of Co-Applicant for participation in the Homekey Program.

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 20th day of February, 2024, and was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Host Fee Agreement with Recycling Industries
Recommendation: Adopt a Resolution to approve the proposed Host Fee Agreement between the City of Yuba City and Recycling Industries
Fiscal Impact: \$4.08 per ton of waste transferred to a landfill, approximately \$22,000 per year at the current transfer volume

Purpose:

To replace the existing interim agreement a Host Fee Agreement between the City of Yuba City and Recycling Industries.

Council's Strategic Goal:

This item addresses Council's goal of fiscal responsibility, in that a Host Fee is established to offset ongoing impacts related to the transfer station operations.

Background:

Recycling Industries Inc. (RI) initially operated a recycling center under Use Permit (UP) 07-12 at 140 Epley Drive. UP 07-12 was approved by the Planning Commission on February 29, 2008. In 2012, RI applied for a Use Permit, UP 12-01, to convert its recycling center into a Large Volume Transfer Station (LVTS). After a Public Hearing on July 23, 2014, the Planning Commission approved UP 12-01 for the project subject to compliance with an array of conditions, including a maximum volume of 100 tons per day (TPD) of mixed waste and recyclables and a requirement to enter into a Host Fee Agreement for the project site.

In February 2019, Council approved UP 17-05 and Development Plan 17-03, adopting a Mitigated Negative Declaration Environmental Assessment, and amending previous entitlements, with a key limitation setting a maximum allowable processing limit of 100 tons per day. In April 2021, the City began coordinating with industry experts R3 Consulting Group, of Roseville, CA to help provide relevant information and establish a nexus to determine an appropriate Host Fee amount. Due to the timeline to establish a study and work through the specifics of a long-term agreement, staff proposed to utilize an Interim Host Fee Agreement that was approved by Council on August 18, 2021, with a fee rate of \$4.40 per ton of waste transferred to the landfill, with the intent to return with a final Agreement at completion of the R3 study and further consideration with RI.

Analysis:

The City finalized consultation with R3 to determine a new Host Fee amount and receive recommendations on establishing a Host Fee Agreement. The new Agreement considers R3's findings as well as data analysis and negotiations with Recycling Industries. The new Agreement proposes the following:

1. A Host Fee of **\$4.08** per ton, beginning January 1, 2025. The existing Host Fee of \$4.40 will remain in effect through December 31, 2024.
2. The Host Fee will adjust annually for inflation, utilizing the Consumer Price Index (CPI) for all urban consumers, CUURS49BSA0, not seasonally adjusted, all items index—San Francisco-Oakland-Hayward, CA as published by the Bureau of Labor Statistics (BLS), and shall never be less than 0 percent or greater than 3 percent.
3. A 10-year term with up to a 5-year extension and an option to review the host fee if a change in entitlement should affect the allowed tonnage volume.
4. Beginning at the end of the third year of the term, the City and Recycling Industries reserve the right, at their own expense, to analyze the applicable Host Fee Rate during the term.

Each quarter, RI sends the City a check for the Host Fee amount, along with a report detailing how many tons of waste are transferred to the landfill.

Below is a summary of RI's activity from the start of the Interim Agreement:

| | OUTBOUND TONS* | HOST FEE** |
|-------------------------------|-----------------------|-------------------|
| <u>FY 2022</u> | | |
| 2nd QUARTER | 54.9 (2 months only) | \$ 241.74 |
| 3rd QUARTER | 258.6 | \$ 1,155.36 |
| 4th QUARTER | 528.9 | \$ 2,327.20 |
| | | |
| <u>FY 2023</u> | | |
| 1st QUARTER | 781.5 | \$ 3,438.78 |
| 2nd QUARTER | 706.9 | \$ 3,110.14 |
| 3rd QUARTER | 775.1 | \$ 3,410.35 |
| 4th QUARTER | 1224.4 | \$ 5,387.36 |
| | | |
| <u>FY 2024</u> | | |
| 1st QUARTER | 1299.7 | \$ 5,718.55 |
| | | |

*Outbound tons of waste transferred to landfill
**Host fee received by the City

Fiscal Impact:

The proposed Host Fee will establish a rate of \$4.08 per ton of waste transferred to a landfill, inflated annually on July 1st, using the Consumer Price Index (CPI) for all urban consumers, CUURS49BSA0, not seasonally adjusted, all items index—San Francisco-Oakland-Hayward, CA. The Host Fee amount that is received by the City to offset the impacts to the community, related to the recycling and transfer station, will fluctuate depending on the actual tons of waste that are transferred to the landfill.

At the proposed rate of \$4.08, at the most recent transfer volume, the Host Fee amount received by the City would be approximately \$22,000 per year.

Alternatives:

Do not approve the proposed Host Fee Agreement and utilize the Interim Host Fee Agreement into the future.

Recommendation:

Adopt a Resolution to approve the proposed Host Fee Agreement between the City of Yuba City and Recycling Industries

Attachments:

1. Attachment 1 - Resolution - Host Fee Agreement
2. Attachment 2 - Host Fee Agreement (2024)
3. Attachment 3 - Interim Host Fee Agreement
4. Attachment 4 - Host Fee - R3 Recommendation Memo

Prepared By:
Shannon Sardo
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A HOST FEE AGREEMENT WITH
RECYCLING INDUSTRIES**

WHEREAS, Recycling Industries “Operator” currently operates a recycling center under Use Permit (UP) 07-12 at 140 Epley Drive, located within the corporate limits of the City (“Property”); and

WHEREAS, in 2014, the City approved Use Permit (“UP”) 12-01, which allowed the applicant to convert its recycling center into a Large Volume Transfer Station (“LVTS”)

WHEREAS, the City further approved the Application for the siting of the proposed Transfer Station with or without conditions, and State of California, Cal Recycle, and the County of Yuba Environmental Health Department, the Local Enforcement Agency (LEA) issued a Solid Waste Facility Permit (SWFP) #51-AA-0008 for the development and operation of the Transfer Station, and if the Operator develops, constructs and operates the Transfer Station, the Operator is willing to pay to the City, and the City desires to accept Host Fees to defray the costs to the City of hosting the LVTS and development of the Project as hereinafter set forth.

WHEREAS, the Operator applied to modify its previously approved use of the Property to operate the revised LVTS to receive not more than 100 tons of materials per day (“Project”), which required a Development Permit (“DP”), Use Permit and appropriate Environmental Assessment (“EA”) of the Project;

WHEREAS, the Operator applied for DP 17-03, UP 17-05, and EA 17-10 to construct and operate the Project;

WHEREAS, the Operator shall comply with the terms of the SWFP and applicable conditions as identified in the State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations.

WHEREAS, on February 5, 2019, the City Council of the City approved Resolution No. 19-005, denying an appeal of the Planning Commission of the City’s approval of the Project, thereby approving DP 17-03, UP 17-05, and EA 17-10 for the construction and operation of the Project;

WHEREAS, Condition No. 35 of Resolution No. 19-005 requires that, prior to use of the new building for the Project, the Operator is to negotiate a “Host Fee” with the City, calculated based upon the amount of garbage that is ultimately transferred to the Landfill by the Operator;

WHEREAS, on August 17, 2021, the City Council approved, and the City and Recycling Industries entered into the Interim Host Fee Agreement;

WHEREAS, the Interim Host Fee Agreement requires a New Agreement be negotiated between both parties that will replace the Interim Agreement and establish an annual adjustment to the Host Fee; and

WHEREAS, the Parties now wish to enter into this New Agreement to memorialize their

understandings on the Operator's obligation to pay City a Host Fee for the operation of the Project.

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

1. The City Council approves the Host Fee Agreement with Recycling Industries, which was presented to the City Council on this date, as part of the report for this agenda item.

2. The City Manager is hereby authorized to execute the Host Fee Agreement with Recycling Industries, in a form substantially the same as that approved by the City Council on this date, and as approved as to form by the City Attorney.

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 20th day of February 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

RECYCLING INDUSTRIES INC.

HOST AGREEMENT

with

THE CITY OF YUBA CITY

This HOST AGREEMENT ("Agreement") is executed this __ day of _____ 2024 ("Effective Date"), by and between the City of Yuba City, a California municipal corporation ("City") and Recycling Industries, Inc, a California Corporation ("Operator"). City and Operator shall each be referred to as "Party" or collectively as "Parties."

RECITALS

A. Operator currently operates a recycling center under Use Permit ("UP") 07-12 at 140 Epley Drive, located within the corporate limits of the City ("Property"); and

B. In 2014, the City approved UP 12-01, which allowed the Operator to convert its recycling center into a Large Volume Transfer Station ("LVTS")

C. Operator applied to modify its previously approved use of the Property to operate the revised LVTS to receive not more than 100 tons of materials per day ("Project"), which required a Development Permit ("DP"), UP, and appropriate Environmental Assessment ("EA") of the Project;

D. Operator applied for DP 17-03, UP 17-05, and EA 17-10 to construct and operate the Project and received those approvals attached hereto as Exhibit "B" ("Approvals");

E. The City further approved the application for the siting of the proposed Transfer Station with or without conditions. The State of California, Cal Recycle, and the County of Yuba Environmental Health Department, the Local Enforcement Agency ("LEA") issued Solid Waste Facility Permit ("SWFP") #51-AA-0008, a copy of which is attached hereto as Exhibit "C", for the development and operation of the Project. If the Operator develops, constructs and operates the Project, the Operator is willing to pay to the City, and the City desires to accept Host Fees to defray the costs to the City of hosting and development of the Project as hereinafter set forth.

F. Operator shall comply with the terms of the SWFP and applicable conditions as identified in the State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations.

G. On February 5, 2019, the City Council of the City approved Resolution No. 19-005, denying an appeal of the Planning Commission of the City's approval of the Project, thereby approving DP 17-03, UP 17-05, and EA 17-10 for the construction and operation of the Project;

H. Condition No. 35 of Resolution No. 19-005 requires that, prior to use of the new

building for the Project, the Operator is to negotiate a “Host Fee” with the City, calculated based upon the amount of garbage that is ultimately transferred to the landfill by the Operator;

I. The Parties wish to enter into this Agreement to memorialize their understandings on the Operator’s obligation to pay City a Host Fee for the operation of the Project, based upon the City’s evaluation of all costs it bears in hosting the Project. This Agreement shall constitute the “New Agreement” referenced in the “Interim Host Fee Agreement” dated August 17, 2021, and shall supersede and replace the Interim Host Fee Agreement, with the changes to the Host Effect Rate taking place the first day after the Effective Date of this Agreement.

NOW, THEREFORE, the preceding recitals and all cited permits and conditions are incorporated by reference and in consideration of the mutual obligations undertaken herein, the receipt and sufficiency of which are hereby acknowledged. It is mutually understood and agreed by the Operator and the City as follows:

1. **Definitions.** When used in this Agreement, all definitions shall be consistent with Title 27, Division 2 Definitions, Section 20164 (CCR), the following terms shall have the following meanings:

"Act" shall mean The California Integrated Waste Management Act (California Public Resources Code Sections 40000 et seq), as amended from time to time, which, in part, directs all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling, and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal.

"ADC" shall mean Alternative Daily Cover.

"Applicable Law" shall mean all statutes, rules, regulations, guidelines, actions, determinations, permits, orders, or requirements of the United States, State of California, County, City, and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Transfer Station, the Property, or the performance of the Parties’ respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Sutter County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement.

"Construction and Demolition Debris", or "C&D Debris" shall mean solid waste that is source separated or separated for reuse, solid waste, and recyclable materials, including commingled and separated materials, that result from construction work, that are not hazardous, that contain no more than 10% putrescible wastes by volume calculated on a monthly basis, and that the putrescible wastes do not constitute a nuisance, as determined by the LEA.

"Effective Date" shall mean the date on which this Agreement is executed, as shown at the

top of the first page of this Agreement.

"Green Material" shall have the meaning ascribed under 14 Cal. Code of Regulations Section 17582(a)(21), as amended, which is currently defined as "any plant material except food material and vegetative food material that is separated at the point of generation, contains no greater than 1.0 of percent physical contaminants by dry weight, and meets the requirements of section 17868.5. Green material includes, but is not limited to, tree and yard trimmings, untreated wood wastes, natural fiber products, wood waste from silviculture and manufacturing, and construction and demolition wood waste. Green material does not include food material, vegetative food material, biosolids, mixed material, material separated from commingled solid waste collection or processing, wood containing lead-based paint or wood preservative, or mixed construction and demolition debris. Agricultural material, as defined in this section 17852(a)(5), that meets this definition of "green material" may be handled as either agricultural material or green material."

"Host Fee" shall mean the payments by the Operator to the City for each ton of Permitted Waste and Recyclables delivered to a Landfill, which the Operator has agreed to pay to the City pursuant to the Conditions of Approval for the Transfer Station. Any Green Material delivered to a duly licensed organics composting facility shall be excluded from the calculation of Host Fees.

"Host Fee Rate" shall mean the per ton Host Fee paid by the Operator to the City in the amount and as provided in Section 4 herein.

"Household Hazardous Waste" or "HHW" shall mean material used in residences that may threaten human health or the environment when improperly discarded, usually having one or more of the following characteristics: flammable, toxic, corrosive, and/or reactive.

"Household Waste" shall have the meaning ascribed under 27 CCR Section 20164, which as of the date of this Agreement, means any solid waste (including garbage, trash, and sanitary waste in septic tanks) derived from households (including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas).

"LEA" shall mean the Local Enforcement Agency designated by the City as the Sutter County Environmental Health Services to enforce the provisions of the Solid Waste Permit.

"Landfill" shall have the meaning ascribed under 27 CCR Section 20164, which as of the date of this Agreement, means a waste management unit at which waste is discharged in or on land for disposal. Landfill does not include surface impoundment, waste pile, land treatment unit, injection well, or soil amendments.

"Operations Date" shall mean the first day of business at which Permitted Waste is accepted at the Transfer Station.

"Operator" shall mean Recycling Industries, Inc and shall include its successors.

"Permitted Waste" shall mean refuse, as defined in 27 CCR Section 20164, and further includes, without limitation: Household Waste, C&D Materials, Green Material, E-Waste, and HHW, which the Transfer Station may receive under its Permits and Applicable Law.

"Property" shall mean a parcel of land approximately located at 140 Epley Drive, Yuba City, CA, as more particularly described on Exhibit A to this Agreement, which the Operator proposes to use for the development, construction, and operation of the Transfer Station.

"Project" shall have the meaning set forth in the Recitals.

"Recyclables" shall mean any recyclable materials, whether or not source separated, which the Operator determines to accept.

"TPR" shall mean the Transfer Processing Report on file with the LEA and the City for this property.

"Transfer Station" or "LVTs" shall mean the transfer station, as defined in section 40200 of the Act, to be developed, constructed, and operated on the Property and subject to this Agreement.

Any term not otherwise attributed to it shall have the same meaning as defined under the Act.

2. **Term of Agreement.** This Agreement shall be valid beginning on the Effective Date first written above reflecting the date of approval of this Agreement by the Council of City and shall continue for ten (10) years from the Effective Date, subject to the right of the City, in its discretion, to approve one or more extensions totaling up to five (5) additional years, with the option to review the Host Fee if a change in entitlement should affect the allowed tonnage volume. Operator hereby acknowledges that the Host Fee complies with legal requirements and bears an appropriate nexus to the City's need to address those impacts identified under the California Environmental Quality Act (CEQA), as described further in the 2019 mitigated negative declaration (MND) for Use Permit 12-01 approved for the Transfer Station. Beginning at the end of the third (3rd) year of the term, each Party reserves the right, at its own expense, to analyze the applicable Host Fee Rate during the Term and the Parties hereby acknowledge and agree that they will negotiate in good faith a new per ton Host Fee Rate to apply based on any updated nexus study to be prepared by a waste services consultant agreeable to both Parties. If Operator is initiating the nexus study, Operator shall provide City with a deposit of the estimated cost of such nexus study in advance of the City's retention of the waste services consultant. The City may delay retaining such consultant to perform the analysis authorized in this Section 2 until such time as Operator provides the deposit.
3. **Authorization for Transfer Station Development, Construction, and Operation.** The Operator shall be responsible for obtaining all permits and authorizations necessary under applicable law for the development, construction, and/or operation of the Transfer Station on the Property. Operator shall provide the City with a reasonable opportunity to review

and comment upon any application to modify or amend any permit before such is filed, provided that the City's approval cannot be unreasonably withheld, conditioned, or delayed. Operator acknowledges that its experience and expertise are material considerations of the City in entering into this Agreement. As such, Operator shall not assign this Agreement or operations of the Transfer Station to any third party as described herein, without the express prior written consent of the City, not to be unreasonably withheld, conditioned, or delayed. An assignment for purposes of this provision includes any sale, exchange, or other transfer to a third party of more than twenty-five percent (25%) of Operator's assets dedicated to operating the Transfer Station; or selling, exchanging, or otherwise transferring twenty-five percent (25%) or more of the then-outstanding ownership interests of Operator to a person other than the family members of any owner. Any other transfer shall be subject to City's reasonable review.

4. Host Fees. From and after the Operations Date, the Operator shall pay to the City Host Fees at the Host Fee Rate based on the monthly tonnage of Permitted Waste and Recyclables delivered to a Landfill, as provided in this Section 4 below.

- a. Host Fee Rate. Starting on the Effective Date and ending on December 31, 2024, the Operator shall pay to City Four and 40/100 Dollars (\$4.40) per ton ("First Host Fee Rate") of Permitted Waste and Recyclables delivered to a Landfill. Starting on January 1, 2025, and continuing until the last day of the first three (3) years of the Term (as defined in Section 2), the Operator shall pay to City Four and 08/100 Dollars (\$4.08) per ton ("Second Host Fee Rate") of Permitted Waste and Recyclables delivered to a Landfill, which Second Host Fee Rate shall be adjusted for inflation on July 1st of each year, starting with July 1, 2025, and continuing through the end of the Term. Rate adjustments shall be based on changes to the Consumer Price Index (CPI) for all urban consumers, CUURS49BSA0, not seasonally adjusted, all items index—San Francisco- Oakland-Hayward, CA as published by the Bureau of Labor Statistics (BLS). The percent changes in the CPI shall be computed using the current and prior year April values for this index. If this index is discontinued, it will be replaced by the index that most closely approximates the discontinued index, which index shall be approved by the Contract Administrator. The annual CPI adjustment to rates shall never be less than 0 percent or greater than 3.0 percent. Any percentage amount calculated which is lower or higher than these thresholds shall be carried forward and included in subsequent rate adjustments through the end of the Term; provided, however, that the total amount of those adjustments remain within the above range. After the conclusion of the third year of the Term, any further CPI adjustments shall be subject to the Parties' rights set forth in Section 2 of this Agreement. The Parties further agree to draft and execute any addendum(s) to this Agreement as may be needed to memorialize the terms of any new or revised Host Fee Rates.
- b. Books and Records. The Operator shall maintain complete and accurate books and records of Permitted Waste and Recyclables deposited at the Transfer Station sufficient to determine the amount of Host Fees payable to the City, including, without limitation, weight tickets for all Permitted Waste and Recyclables deposited at the Transfer Station as well as weight tickets for each outbound vehicle of Permitted Waste and Recyclables delivered to a Landfill, , buyback recycling facility, recycling center or other recycling, organics composting facility, or recovery or reuse facility of any type. Such books and records shall be available for

inspection and copying by the City or its agent upon reasonable notice of not less than 48 hours at the Transfer Station during operating hours of the Transfer Station, or as otherwise required by this Agreement or any conditions of siting approval;

- c. Payment Method. Remit Host Fees payable to the City on a quarterly basis not later than the last calendar day of the calendar month following the end of each calendar quarter, for the preceding calendar quarter, beginning the first quarter following the Effective Date of the Agreement.
- d. Accounting. Operator shall keep daily accurate and complete records of Transfer Station operations with respect to vehicular weight and tonnage of inbound Permitted Waste and Recyclables delivered to a Landfill, buyback recycling facility, recycling center or other recycling, organics composting facility, or recovery or reuse facility of any type. Such records shall be in paper, electronic, magnetic or other media in sufficient detail to allow Operator to calculate, and City to corroborate, the Host Fee, any tonnage received at the Transfer Station, any Landfill, buyback recycling facility, recycling center or other recycling, organics composting facility, or recovery or reuse facility of any type so as to allow City to determine compliance with the provisions of this Agreement. Submit with each payment of Host Fees to the City an accounting by month of the amount of fees payable to the City and all tonnage of Permitted Waste and Recyclables deposited at the Transfer Station during the calendar quarter for which payment is made and weight tickets for each outbound vehicle of Permitted Waste and Recyclables delivered to a Landfill, buyback recycling facility, recycling center or other recycling, organics composting facility, or recovery or reuse facility of any type for the same period. City acknowledges that the Permitted Waste or Recyclables deposited at the Transfer Station shall not be subject to payment of the Host Fee or other separate City fee, and that the information of such materials deposited at the Transfer Station is merely sought to assist the City in better ascertaining the flow of such materials into and out of the Transfer Station.
- e. Audit. The City shall cause a copy of any report of an audit by the City of the books and records of the Transfer Station delivered to the Operator and Permitted Waste and Recyclables delivered to a Landfill within thirty (30) calendar days from receipt thereof. If any such audit report establishes that there has been an underpayment of Host Fees to the City, the Operator shall remit the amount of the underpayment to the City within thirty (30) calendar days from receipt from the City of notice of the underpayment and a copy of the report plus a late fee equaling five percent (5%) of the amount of the shortfall. If any such audit report establishes that there has been an overpayment to the City, the Operator may take a credit against amounts otherwise payable to the City in the amount of the overpayment; or if there are no such amounts against which to take a credit. The City shall remit the overpayment to the Operator within thirty (30) calendar days from the City's receipt of the audit report and a written demand from the Operator.
- f. Payment Disputes. The City must notify the Operator in writing of any dispute regarding payment of Host Fees to the City within two (2) years from the last calendar day of the month for which disputed fees are payable. Otherwise, any such dispute is deemed waived;
- g. Reimbursement of Costs. The Operator shall not be required to pay or reimburse the City, or otherwise compensate the City or its agent for costs incurred in

connection with inspecting, copying or auditing of books and records of the Transfer Station. However, if a dispute arises between the City and the Operator regarding the amount of Host Fees payable to the City, and the City determines that it is necessary to conduct a special audit in connection with such dispute, the Operator shall reimburse the City for fifty percent (50%) of the reasonable costs incurred by the City in connection with such special audit.

- h. Confidentiality. The City acknowledges that the books and records of the Transfer Station contain information which constitutes trade secrets. The City shall treat all information obtained from inspection and copying of books and records of the Transfer Station as confidential and shall neither disclose nor permit disclosure of such information to persons other than the City, its employees or agents only as required by law or in a legal action subject to a protective order. The Operator may redact trade secrets or other confidential information from books and records of the Transfer Station prior to inspection or copying by the City or its agents, provided such redactions do not include numerical or other information required to determine the amount of Host Fees payable to the City.
- i. Effect of Termination of Agreement. If this Agreement is terminated, Host Fees shall be paid to the date of termination and no further payments of Host Fees shall be due from the Operator to the City.
- j. Calibration of Scales. The Operator shall test and calibrate all scales at the Transfer Station in accordance with Applicable Law. Upon City request, it shall provide the City with copies of scale testing results, including but not limited to any results from State-conducted inspections. The Operator shall further cause its qualified contractor to test and calibrate any or all scales upon written request therefore by the City, within three (3) days of such request; provided that if Operator can demonstrate to City that completion of such test and calibration is delayed by the LEA, said three (3)-day timeline shall be extended for the period of the delay caused by the LEA. If such test results indicate that the scale or scales comply with Applicable Law, the City will reimburse the Operator the direct costs of such tests, not including the cost of personnel time utilized in conduction such test. If City-requested test results indicate that the scale or scales did not comply with Applicable Law, then all weight measurements recorded and Host Fees calculated, charged and paid, as the case may be, from the date of such request, shall be adjusted and corrected consistent with the results of such test. Commercial collection vehicles and transfer trucks shall be assigned a number for weighing purposes. Tare weights shall be checked at least annually or promptly upon reasonable City request, but not more than twice per year.

5. Benefits to the Transfer Station. In consideration for the Operator's agreement to locate the Transfer Station in the City, and for Host Fees as provided in this Agreement, the City shall not levy any new taxes or assess any fees which are not uniformly assessed but rather are assessed upon a class based on the ownership or operation of a waste transfer station or solid waste management facility and which directly impact the services rendered by the Operator.

6. Assignment of Agreement. This Agreement shall be binding on the Operator, its successors and assigns. This Agreement shall be deemed to be a covenant running with the land.

7. Default.

- a. If Operator or the City commits a material breach of this Agreement in regard to payment, the breaching party shall have a period of thirty (30) calendar days from and after receipt of written notice from the other of such breach in which to cure the breach. If the breaching party fails to cure the breach during such period, the breaching party shall be in default;
- b. If Operator or the City commits a material breach of this Agreement other than in regard to payment, the breaching party shall have a period of thirty (30) calendar days from and after receipt of written notice from the other of such breach in which to cure the breach, or a longer period if the breaching party has diligently attempted to cure the breach during such period but has been unable to do so. If the breaching party fails to cure the breach during such period, as extended, the breaching party shall be in default;
- c. The City recognizes that the cure of breach may require regulatory approval from the LEA or some other regulatory agency and that the time of preparation of a request for such approval as well as the time it takes for the regulatory agency to review such a request shall be part of the cure period;
- d. In the event that either party is in default under this Agreement, the party not in default shall have the right to enforce all rights and remedies under this Agreement, as well as to pursue any other remedy now or hereafter available under applicable law; and
- e. Nothing in this Agreement to the contrary shall delay or hinder the immediate enforcement of this Agreement, ordinance or law which may, in any manner, negatively impact the public health, safety or welfare.

8. Enforcement of Agreement. In any action to enforce this Agreement, the non-defaulting party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with such action.

9. Indemnification. The Operator shall defend, indemnify and hold the City, its agents, servants, officers, employees, consultants and attorneys harmless from and against all third-party claims, judgments, orders, fines, penalties and other liabilities (including without limitation reasonable attorney's fees and costs) resulting from the acts or omissions or negligence of the Operator during operation by the Operator of the Transfer Station or arising out of this Agreement.

10. Compliance with Applicable Laws. The Operator shall conduct operations at the Transfer Station in accordance with all applicable federal, state, and local laws.

11. General Provisions.

- a. Amendments. This Agreement may be terminated, amended or otherwise modified only by written agreement duly executed on behalf of the City and the Operator;
- b. Captions. Captions in this Agreement are for the convenience of reference only and do not affect this Agreement or its interpretation;
- c. Exclusivity. This Agreement sets forth the entire, final and exclusive Agreement and understanding of the City and the Operator in respect to the matters covered

hereby;

- d. Governing Law, Venue and Jurisdiction. This Agreement and all disputes hereunder shall be governed by the laws of the State of California.
- e. Notification. All notices and other correspondence required permitted under this Agreement shall be given at the following addresses or such other addresses as the City or the Operator may in writing designate: If mailed, two (2) days after being deposited in the U.S. mail, registered or certified, return receipt requested, to the address shown above; or if deposited with a commercial courier for next day delivery, one (1) day after being so deposited,
- f. Recitals. The Recitals are a part of this Agreement;
- g. Severability. If any provision of this Agreement or any document executed in connection herewith shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained herein or therein shall not be affected or impaired. In such case, the Parties shall achieve the purpose of the involved provision by agreeing to a new, legally valid and enforceable provision, which shall become part of this Agreement or such document;
- h. Singular and Plural. The use of the singular form includes the plural and use of the plural form includes the singular;
- i. Third Parties. Nothing in this Agreement is intended to confer any right or remedy on any person other than the City and the Operator, and their respective successors and permitted assigns, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third persons to the City or the Operator, nor to give any such third person any right of action or subrogation against the City or the Operator;
- j. Waiver. The failure of the City or the Operator at any time to require the performance of any provision of this Agreement shall not affect its right to enforce the provision at a later time. No waiver of any nature by the City or the Operator, whether by conduct or otherwise, shall be deemed to be a continuing waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the City of Yuba City, County of Sutter, State of California, on the date set forth above.

| | |
|------------------------|--|
| | CITY OF YUBA CITY, a California
municipal corporation |
| ATTEST: | By: _____
Mayor |
| _____
City Clerk | |
| APPROVED AS TO FORM: | |
| _____
City Attorney | RECYCLING INDUSTRIES, INC, a
California corporation |
| | By: _____ |
| | Name: _____ |
| | Its: _____ |
| | By: _____ |
| | Name: _____ |
| | Its: _____ |

EXHIBIT "A"

DESCRIPTION OF PROPERTY

6

EXHIBIT "A" – RESULTANT LOT

THE LAND DESCRIBED IN THIS DOCUMENT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SUTTER, CITY OF YUBA CITY, AND IS DESCRIBED AS FOLLOWS:

LOT 36, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "GARDEN HIGHWAY INDUSTRIAL PARK", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, ON FEBRUARY 4, 1981 IN BOOK 12 OF SURVEYS, PAGES 121, 122, 123 AND 124.

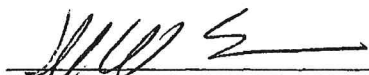
TOGETHER WITH A PORTION OF LOT 37 AS SHOWN UPON SAID "GARDEN HIGHWAY INDUSTRIAL PARK", DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 37; THENCE SOUTH 73°22'45" WEST ALONG THE SOUTH LINE OF SAID LOT 37 A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 37; THENCE NORTH 16°37'15" WEST ALONG THE WEST LINE OF SAID LOT 37 A DISTANCE OF 100.00 FEET; THENCE NORTH 73°22'45" EAST A DISTANCE OF 1.00 FOOT; THENCE NORTH 16°37'15" WEST PARALLEL WITH SAID WEST LINE OF LOT 37 A DISTANCE OF 32.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 37; THENCE NORTH 73°22'45" EAST ALONG SAID NORTH LINE OF LOT 37 A DISTANCE OF 329.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 37; THENCE SOUTH 16°37'15" EAST ALONG THE EAST LINE OF SAID LOT 37 A DISTANCE OF 132.00 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBONS AS CONVEYED TO STOCK PETROLEUM CO., INC., IN DEED RECORDED FEBRUARY 27, 1980 IN BOOK 983, PAGE 79, SUTTER COUNTY OFFICIAL RECORDS.

ALL TOGETHER COMPRISING A SINGLE PARCEL CONTAINING 2.00 ACRES, MORE OR LESS, PURSUANT TO CITY OF YUBA CITY LOT LINE ADJUSTMENT NO. 2018-02.

THIS DESCRIPTION IS BASED UPON RECORD INFORMATION AND NOT A FIELD SURVEY.

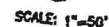

JEFF SPENCE
LS7414



2/11/2020.
DATE

[illegible]

EXISTING LOT LINE TO REMAIN
EXISTING LOT LINE TO BE REMOVED
R/W OR EASEMENT LINE
EXISTING FENCE LINE
EXISTING WATER LINE
EXISTING SEWER LINE
EXISTING STORM DRAIN LINE
N.A.P.O.
NOT A PART OF



APPLICANT: KUHNNEN FAMILY LP
4741 WATT AVE.
NORTH HIGHLANDS, CA 95660
916-488-0835

OWNER(S): RECYCLING INDUSTRIES INC.
4741 WATT AVE.
NORTH HIGHLANDS, CA 95660
916-499-0835

ENGINEER: KUHNNEN FAMILY LP
DAVID KUHNNEN
4741 WATT AVE.
NORTH HIGHLANDS, CA. 95660
916-488-0835

EXISTING USE: LAUGHLIN AND SPENCE
JEFF SPENCE
1008 LIVE OAK BLVD.
YUBA CITY, CA 95991
530-671-1008

PROPOSED USE: NORTH LOT 37- RECYCLING
SOUTH LOT 38 - VACANT
RECYCLING
(M-2) INDUSTRIAL
2.00E ACRES
54-063-016
54-063-015

PROPOSED IMPROVEMENTS: CITY OF YUBA CITY
CITY OF YUBA CITY
PG&E, AT&T, RECOLOGY
2 EXISTING, 1 PROPOSED

COMMENTS: NONE
OWNERS, ENGINEER
STREET R/W & P.U.E. AS SHOWN
LESS THAN 1%
ZONE "X" - 0.2 PCT ANNUAL CHANCE
FLOOD HAZARD

NOTES: 1. ALL DIMENSIONS ARE PLUS OR MINUS.
2. ALL IMPROVEMENTS SHOWN ARE EXISTING.

CITY OF YUBA CITY
BEING LOT 36 AND A PORTION OF LOT 37 AS SHOWN ON THE
MAP OF "GARDEN HIGHWAY INDUSTRIAL PARK" FILED IN THE
OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF
SUTTER, STATE OF CALIFORNIA IN BOOK 12 OF SURVEYS,
PAGES 121, 122, 123, AND 124.

CITY OF YUBA CITY, COUNTY OF SUTTER,
STATE OF CALIFORNIA

REC: 5-10-18
 DATE: 4-27-18
 167035
 SHEET ONE OF ONE

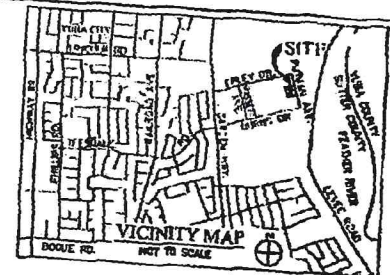


EXHIBIT “B”

APPROVALS

RESOLUTION NO. 19-005

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DENYING THE APPEAL OF, AND AFFIRMING THE DECISION OF, THE PLANNING
COMMISSION'S APPROVAL OF DEVELOPMENT PERMIT NO. 17-03, USE PERMIT NO. 17-
05, AND ENVIRONMENTAL ASSESSMENT NO. 17-10 (SUBSEQUENT MITIGATED
NEGATIVE DECLARATION), FOR PROPERTY LOCATED AT 140 EPLEY DRIVE
(RECYCLING INDUSTRIES, INC.), AND INDEPENDENTLY APPROVING AND ADOPTING
ENVIRONMENTAL ASSESSMENT NO. 17-10 (SUBSEQUENT MITIGATED NEGATIVE
DECLARATION), DEVELOPMENT PERMIT NO. 17-03, AND USE PERMIT NO. 17-05, WITH
CONDITIONS**

WHEREAS, Recycling Industries (applicant) currently operates a recycling center under Use Permit (UP) 07-12 at 140 Epley Drive; and

WHEREAS, in 2014, the City approved Use Permit (UP) 12-01, which allowed the applicant to convert its recycling center into a Large Volume Transfer Station (LVTS); and

WHEREAS, prior to said approval the City also prepared an environmental assessment as required by the California Environmental Quality Act (CEQA) resulting in a finding of a mitigated negative declaration (MND) per Environmental Assessment (EA) 12-2 (2014 MND); and

WHEREAS, the applicant has yet to develop the site as approved per UP 12-01, and has received two extensions from the City such that use under the UP 12-01 must commence by no later than July 23, 2020, or UP 12-01 could become null and void for inaction; and

WHEREAS, the applicant is proposing to modify its previously approved use of the property to a revised Large Volume Transfer/Processing Solid Waste Facility Permit (SWFP); and

WHEREAS, said revisions require a Development Permit (DP), UP and appropriate Environmental Assessment (EA) of the project; and

WHEREAS, applicant submitted an application to the City for DP 17-03, UP 17-05, and EA 17-10; and

WHEREAS, an initial study was prepared for the project, resulting in a proposed Subsequent MND; and

WHEREAS, the City issued a notice of intent to adopt the Subsequent MND on November 16, 2018, and provided a review period regarding the proposed mitigated negative declaration; and

WHEREAS, under the City's Municipal Code, the Yuba City Planning Commission is authorized to review and approve the Development Permits, Use Permits and environmental assessments for associated projects on behalf of the City; and

WHEREAS, the City provided notice of the Planning Commission hearing as required by law; and

WHEREAS, the Planning Commission received and reviewed DP 17-03, UP 17-05, and EA 17-10 at a duly noticed meeting on November 28, 2018; and

WHEREAS, a public hearing was held, and the public was provided an opportunity to comment on DP 17-03, UP 17-05, and EA 17-10; and

WHEREAS, public testimony and evidence, both written and oral, was considered by the Planning Commission; and

WHEREAS, as part of this review, the Planning Commission also conducted an assessment of the proposed project as required by CEQA; and

WHEREAS, after considering all public testimony and receiving information provided to date, the Planning Commission closed public testimony and granted, with modified conditions of approval, DP 17-03 and UP 17-05, as well as EA 17-10; and

WHEREAS, said adoption also included approval of a subsequent Mitigated Negative Declaration to the 2014 MND and its initial study (Subsequent MND) for the project, consistent with CEQA Guidelines section 15162, as set forth in EA 17-10; and

WHEREAS, on December 7, 2018, an appeal of the Planning Commission's action on approving the project was timely made on behalf of "Stop the Dump" and received by the City Clerk's office; and

WHEREAS, the City provided notice of the City Council hearing on the appeal as required by law; and

WHEREAS, on January 15, 2019, the City Council received and reviewed the appeals of the Planning Commission's decision granting UP 17-05 and EA 17-10 at a duly noticed meeting; and

WHEREAS, a public hearing was held, and the public was provided an opportunity to comment on the appeal of the Planning Commission decision; and

WHEREAS, public testimony and evidence, both written and oral, was considered by the City Council; and

WHEREAS, after considering all public testimony and receiving information provided to date, the City Council closed public testimony and deliberated on the appeal based on the evidence in the administrative record; and

WHEREAS, after consideration of public testimony and information in the record, the City Council determined that after including the modified Conditions of Approval as supported by Appellant Stop the Dump, and accepted by applicant Recycling Industries, there was substantial evidence in the record that the UP complied with the City's Municipal Code and that there was no evidence of new significant environmental effects, as documented in the Subsequent MND; and

WHEREAS, the City Council continued consideration of the appeal and project until the next regularly scheduled City Council meeting, so as to also concurrently consider the appeal of DP 17-03 regarding the Project; and

WHEREAS, on February 5, 2019, the City Council held a duly-noticed hearing to consider the appeal of DP 17-03, UP 17-05, and EA 17-10; and

WHEREAS, a public hearing was held, all documents and comments from the January 15, 2019, were incorporated into the record, and the public was provided an opportunity to comment on the appeal and the project; and

WHEREAS, after considering all public testimony and receiving information provided to date, the City Council closed the public hearing and deliberated on the appeal based on the evidence in the administrative record; and

WHEREAS, after consideration of said public testimony and information in the record, the City Council determined that there was substantial evidence in the record that the project complied with the City's Municipal Code and requirements for issuance of a Development Permit and User Permit for the operations as proposed; and

WHEREAS, the City Council did not find any substantial evidence in the record that DP 17-03 or UP 17-05 failed to comply with specific requirements of the City's Municipal Code as applicable, or which would require overturning the Planning Commission decision and denial of either DP 17-03 or UP 17-05; and

WHEREAS, the City Council also determined that the proposed project will not result in any adverse effects which fall within the "Mandatory Findings of Significance" contained in Section 15065 of the State CEQA Guidelines, and with the mitigation imposed, there is no substantial evidence in the record that this project will have any direct, indirect or cumulative significant effects on the environment; and

WHEREAS, the City Council now desires to deny the appeal and uphold the decision of the Planning Commission to approve DP 17-03, UP 17-05, and EA 17-10 as further conditioned; and

WHEREAS, the City Council desires to approve and adopt Environmental Assessment No. 17-10 (Subsequent Mitigated Negative Declaration), Development Permit No. 17-03, and Use Permit No. 17-05, as further conditioned.

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

Section 1. Recitals. The City Council finds that all of the facts set forth in the recitals above of this Resolution are true and correct and incorporated herein.

Section 2. Administrative Record. The proceedings and all evidence introduced before the Planning Commission at the public hearing, including staff reports, attachments, and presentations, are hereby incorporated into the record of this proceeding. These documents, along with any staff reports, documents, testimony or evidence submitted to the City Council, including all documents specified under applicable State law including Public Resources Code section 21167.6(e), shall comprise the entire record of proceedings for any claims under CEQA.

Section 3. CEQA Findings.

- A. Subsequent MND. Pursuant to the authority and criteria contained in CEQA, the City, as the Lead Agency, has analyzed the proposed project and has prepared a Subsequent MND to the approved 2014 MND in order to evaluate the changes to the previously-approved project proposed by DP 17-03 and UP 17-05, (the foregoing collectively referred to herein as the proposed modified project) and to determine whether substantial changes in circumstances surrounding the property and the approved project per UP 12-10 (if any), and new information of substantial importance (if any), require further analysis under CEQA. The City Council also finds:
- i. No substantial changes are proposed in the project that will require major revisions of the 2014 MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
 - ii. No substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
 - iii. There is no new information, which was not known and could not have been known at the time of the 2014 MND that the project will have significant effect not discussed in the 2014 MND.

The City Council has fully considered the original MND and the Subsequent MND, and finds that DP 17-03 and UP 17-05 are consistent with, and have been fully assessed by, the Subsequent MND, and that DP 17-03 and UP 17-05 are permits anticipated for the proposed modified project in the Subsequent MND, and are consistent with the purpose and intent of the Subsequent MND, and that the approval of EA 17-10 regarding said Subsequent MND by the Planning Commission was likewise consistent and appropriate. In this regard, based on the Council's independent judgement and analysis and record before it, the Council additionally finds as follows:

- i. The Subsequent MND reflects the Council's independent judgement and analysis;
- ii. The project mitigation -imposed, as described in the Initial Study and supporting documents, will avoid any potentially significant effects to a point where no significant adverse impact on the environment will occur, and there is no substantial evidence in the record that this project may have any direct, indirect or cumulative effects on the environment that are potentially significant and adverse.
- iii. The proposed project, as modified after the appeal, will not result in any adverse effects which fall within the "Mandatory Findings of Significance" contained in Section 15065 of the State CEQA Guidelines.
- iv. The mitigation measures described and specifically identified in the Mitigation Monitoring and Reporting Program are feasible and shall become binding upon the entity (such as the project applicant or the City) assigned thereby to implement the particular mitigation measures as identified in the Mitigation Monitoring and Reporting Program.

The City Council finds and determines that there is substantial evidence in the administrative record to support the Planning Commission determination that the project has been adequately environmentally assessed as required by CEQA per EA 17-10. Additionally, the City Council also finds and determines that in light of the entire

administrative record and the substantial evidence before it, the project has been adequately environmentally assessed as required by CEQA per EA 17-10.

- B. Findings Regarding Recirculation: The Council further finds recirculation is not required by CEQA as the Development Plan, Use Permit and conditions approved were more – not less – stringent than those analyzed in the Subsequent MND, and were not mitigation measures or project revisions added to reduce a new, avoidable significant effect to insignificance. Further, the Planning Commission did not add these conditions of approval after determining that mitigation measures in the Subsequent MND were inadequate to ensure effects would be less than significant.

The project description originally utilized for the environmental document was based on the applicant's request. The environmental document analyzed that request and found that, with mitigation measures imposed, there were no potentially significant environmental impacts associated with the proposed expansion. While a reduced, smaller project than originally proposed was approved by the Commission, such reductions would serve to likewise reduce – not increase – impacts that were already less than significant with mitigation imposed.

The CEQA Guidelines explain that recirculation of a negative declaration is required if the negative declaration has been “substantially revised after public notice of its availability.” (14 C.C.R., § 15073.5(a).) The Guidelines expand on this language, explaining that:

- (b) A “substantial revision” of the negative declaration shall mean:
 - (1) A new, avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificance, or
 - (2) The lead agency determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significance and new measures or revisions must be required.
- (c) Recirculation is not required under the following circumstances:
 - (1) Mitigation measures are replaced with equal or more effective measures pursuant to Section 15074.1.
 - (2) New project revisions are added in response to written or verbal comments on the project's effects identified in the proposed negative declaration which are not new avoidable significant effects.
 - (3) Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect.
 - (4) New information is added to the negative declaration which merely clarifies, amplifies, or makes insignificant modifications to the negative declaration.

The Commission added multiple conditions of approval for the project at the hearing below. Notably, none of the Commission's conditions of approval were mitigation measures or project revisions added to reduce a new, avoidable significant effect to insignificance. Further, the Planning Commission did not add these conditions of approval after determining that mitigation measures in the Subsequent MND were inadequate to ensure effects would be less than significant. That is, the Planning Commission did not identify any new significant effects that required new mitigation measures or project revisions or determine that proposed mitigation was inadequate, and no changes the Subsequent MND were made or warranted.

As explained in the Subsequent MND, and as the Council finds, all environmental effects would be less than significant after incorporation of mitigation proposed in the Subsequent MND, as the project is currently conditioned by the City Council. The additional conditions of approval required by the Planning Commission will further reduce environmental effects, but no further mitigation was required by CEQA. Thus, the Planning Commission's incorporation of conditions of approval is consistent with the text in the CEQA Guidelines, explaining that recirculation is not required when: "Measures or conditions of project approval are added after circulation of the negative declaration which are not required by CEQA, which do not create new significant environmental effects and are not necessary to mitigate an avoidable significant effect." (14 C.C.R., § 15073.5(c)(3).) Thus, the Planning Commission's conditions of approval (and corresponding changes to the project description) do not meet the definition of a "substantial revision" as found in the CEQA Guidelines, and the City Council finds that recirculation was and is not required.

Likewise, with regard to the conditions of approval further modified by the City Council, the Council further finds recirculation is not required by CEQA as the Development Plan, Use Permit and conditions approved were more – not less - stringent than those analyzed in the Subsequent MND, and were not mitigation measures or project revisions added to reduce a new, avoidable significant effect to insignificance. Further, the City Council has not added these conditions of approval after determining that mitigation measures in the Subsequent MND were inadequate to ensure effects would be less than significant. As such, and consistent with the analysis as noted above and the record as a whole, the City Council finds that recirculation is not required.

Section 4. Adoption of Subsequent MND and Mitigation Monitoring and Reporting Program. Based on the foregoing, the City Council hereby adopts the Subsequent Mitigated Negative Declaration (EA 17-10) for the project, including the associated mitigation monitoring and reporting program, as the project will not result in any significant, adverse, environmental impacts with the mitigation imposed. The Department of Development Services located at Yuba City Hall at 1201 Civic Center Blvd., Yuba City, CA 95993 shall serve as the custodian of all documents or other material which constitutes the record of proceedings upon which the Council's adoption of this Subsequent Mitigated Negative Declaration is based. The Council authorizes and directs the Director of the Department of Development Services, or designee, to execute and file with the Sutter County Clerk, a Notice of Determination for the approval of the project that complies with the CEQA Guidelines.

Section 5. Findings Regarding UP. The City Council finds and determines that there is substantial evidence in the administrative record to support the City Council's review of the Planning Commission's adoption of revised conditions, as further amended by the City Council, as conditioned, is consistent with the requirements of the Municipal Code requirements applicable to the UP. Additionally, the City Council also finds and determines that there is substantial evidence in the entire administrative record that the UP, as conditioned, is consistent with the requirements of the Municipal Code requirements applicable to the UP. The City Council further approves, accepts as its own, incorporates as if set forth in full herein, and makes each and every one of the findings, based on the evidence in the record, as follows:

A. The proposal is consistent with the General Plan.

Basis for Finding: The property is zoned Industrial District (M-2) which is consistent with the existing General Plan designation of Manufacturing, Processing, and Warehousing.

The M-2 district permits recycling and collection facilities (including a LVTS) subject to the issuance of a Use Permit by the Commission.

- B. The site for the proposed use is adequate in size and shape to accommodate said use, public access, parking and loading, yards, landscaping, and other features required by the Municipal Code.

Basis for Finding: Under the revised project, the site has been increased from three to four acres. The expanded site will allow improved circulation and queuing, and will be adequate to accommodate the proposed LVTS facility and related operations. The proposed site plan is in conformance with the Zoning Regulations with perimeter landscaping and fencing, and will include the necessary site improvements to allow for a safe and efficient operation. Utilized areas of the site will be paved, directional signage will be provided, and stormwater runoff will be controlled. Truck loading docks will be provided to allow efficient transfer of material and prevent potential impacts to off-site circulation. The proposed flow of vehicle and truck traffic entering and exiting the site will minimize the potential for vehicular conflicts while allowing for a safe and efficient flow of traffic and facility use. The site has sufficient on-site space to prevent trucks from queuing on the public right-of-way in the event of a surge of visiting trucks to the site. To ensure that there is safe and efficient traffic movement at the site, the applicant is required to have an on-site traffic management plan as part of the Transfer/Processing Report document and will employ spotters to direct traffic. This will ensure that during material receiving hours, facility personnel will monitor and direct incoming traffic.

- C. The streets serving the site are adequate to carry the quantity of traffic generated by the proposed use.

Basis for Finding: The applicant is proposing to expand the facility from 100 tons per day (TPD) to a 300 TPD, however the Planning Commission, and City Council on appeal, have limited the maximum to 100 TPD. Regardless, traffic will increase in comparison to what exists today, however this increase was previously assessed per the 2014 MND for UP 12-01.

Estimated truck activity and employee travel associated with the project will occur while the facility is open from to refuse/waste from 7 a.m. – 5 p.m., Monday through Saturday with ancillary operations from 6 a.m. – 9 p.m., Monday through Saturday

Truck activity is expected to be relatively uniform across that period, but somewhat less truck travel is expected in the evening as the plant begins to wind down for the day.

- The project, as modified, will not reach the City's significance threshold. D. The site design and size and design of the buildings will complement neighboring facilities.

Basis for Finding: The design of the site meets the requirements of the Zoning Regulations relative to the provision of adequate parking and shading and buffer landscaping. The applicant is proposing to construct a new 21,600 sf transfer/processing building. The proposed building will be similar in size and design to the buildings built immediately to the south. The proposed building will be compatible with other nearby industrial buildings and will ensure that the proposed business operations are kept inside an enclosed space. Presently the project site is surrounded by a six-foot high chain-link fence and landscaping.

- E. The establishment or operation of the use or building applied for will not be detrimental to the health, safety, peace, comfort, and general welfare of persons residing or working in the vicinity of the proposed use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Basis for Finding: The project site is suited for a LVTS. The surrounding uses are industrial in nature, while the nearest homes are located approximately 1,900 lineal feet from the site, thus the operation of the LVTS facility will not be detrimental or injurious to property or improvements in the neighborhood. As detailed in the Subsequent MND and the Transfer Processing Report (TPR), the proposed LVTS must incorporate multiple components to ensure its compatibility with the surrounding properties. These components, which are mandated by the State's application process, include:

- i. Station Control Plan which addresses:
 - Nuisance controls (i.e. daily cleanup of the site);
 - Dust control measures to mitigate on-site dust;
 - Vector and bird control measures to prevent these items from becoming nuisances;
 - Litter control measures;
 - Noise control measures;
 - Odor control measures; and,
 - Traffic control measures.
- ii. Records and Reporting Plan which addresses the types of on-going reporting required for the operation of the LVTS. This includes:
 - Employee training program;
 - Facility self-inspection program;
 - Health and safety program;
 - Hazardous waste reporting program;
 - Public complaint log; and,
 - A monitoring and inspection schedule report.

As the project is considered a Large Volume Transfer Station, the County of Yuba Environmental Management Department, Environmental Health Division (LEA), will be responsible for ensuring the project complies with all applicable State mandated requirements. Given this designation, the applicant will be responsible for monthly reporting to the LEA to ensure compliance with State requirements. Additionally, the LEA will also be responsible for enforcement of all local restrictions placed on the proposed use which includes key elements that ensure the compatibility of the use with the surrounding properties.

- F. The application satisfies at least one of the findings found in Title 6, Chapter 9, Article 6 of the Municipal Code.

Basis for Finding. Municipal Code Section 6-9.602. - Permits and entitlements, identifies findings including:

(a)The facilities of the State plan of flood control or other flood management facilities protect the property to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in

nonurbanized areas;

(b) The City has imposed conditions on the permit or discretionary entitlement that will protect the project to the urban level of flood protection in urban and urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas;

(c) The local flood management agency has made adequate progress (as defined in California Government Code § 65007) on the construction of a flood protection by 2025 system that will result in flood protection equal to or greater than the urban level of flood protection in urban or urbanizing areas or the national Federal Emergency Management Agency standard of flood protection in nonurbanized areas for property located within a flood hazard zone, intended to be protected by the system;

(d) The property in an undetermined risk area has met the urban level of flood protection based on substantial evidence in the record;

(e) The property is located in an area of potential flooding of three feet or less from sources other than local drainage or potential flooding from local drainage that meets the criteria of the national Federal Emergency Management Agency standard of flood protection; or

(f) The property is located within a watershed with a contributing area of ten or fewer square miles, as determined by the City.

This project complies with this finding as the Sutter Butte Flood Control Agency (SBFCA) is the "Local Flood Management Agency" for the Sutter-Butte Basin and as such, has the responsibility to prepare an annual report demonstrating adequate progress as defined in California Government Code Section 65007(a). SBFCA has prepared Adequate Progress Report Updates for ULOP and transmitted them to the Central Valley Flood Protection Board.

Section 6. Findings Regarding DP. The City Council finds and determines that there is substantial evidence in the administrative record to support the Planning Commission determination that the DP, as conditioned, is consistent with the requirements of the Municipal Code requirements applicable to the DP. Additionally, the City Council also finds and determines that there is substantial evidence in the entire administrative record that the DP, as conditioned, is consistent with the requirements of the Municipal Code requirements applicable to the DP. The City Council further approves, accepts as its own, incorporates as if set forth in full herein, and makes each and every one of the findings, based on the evidence in the record, as follows:

- A. The site for the proposed use is adequate in size and shape to accommodate said use, public access, parking and loading, yards, landscaping, and other features required by the Municipal Code.

Basis for Finding: See Basis for Finding in Section 5(B), which is incorporated herein as if set forth in full.

- B. The streets serving the site are adequate to carry the quantity of traffic generated by the proposed use.

Basis for Finding: See Basis for Finding in Section 5(C), which is incorporated herein as if set forth in full.

- C. The site design and size and design of the buildings will complement neighboring

facilities.

Basis for Finding: See Basis for Finding in Section 5(D), which is incorporated herein as if set forth in full.

- D. The application satisfies at least one of the findings found in Title 6, Chapter 9, Article 6 of the Municipal Code.

Basis for Finding: See Basis for Finding in Section 5(F), which is incorporated herein as if set forth in full.

Section 7. Appeal Denied. For all the foregoing reasons, and each of them, the City Council finds that there was no substantial evidence submitted into the administrative record that would warrant denial of either the DP or UP, including the CEQA for the project, as conditioned during the public hearing and appeal process. As such, the appeal is denied in its entirety.

Section 8. Use Permit Approved. For all the foregoing reasons, and each of them, the City Council upholds, after adding addition conditions, the Planning Commission approval of Use Permit 17-05, as further conditioned by the City Council. Further, for all of the foregoing reasons and based upon the substantial evidence in the record before it, and given that after the conditions and restrictions added by the Planning Commission and after the appeal, there is no substantial evidence in the administrative record that would warrant denial, the City Council also independently approves Use Permit 17-05 as further conditioned by the City Council as set forth in Exhibit "A."

Section 9. Development Permit Approved. For all the foregoing reasons, and each of them, the City Council upholds the Planning Commission approval of Development Permit 17-03, as further conditioned by the City Council. Further, for all of the foregoing reasons and based upon the substantial evidence in the record before it, and given that there is no substantial evidence in the administrative record that would warrant denial, the City Council also independently approves Development Permit 17-03 as further conditioned as set forth in Exhibit "A."

Section 10. Effective Date. This Resolution shall become effective immediately.

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 5th day of February, 2019.

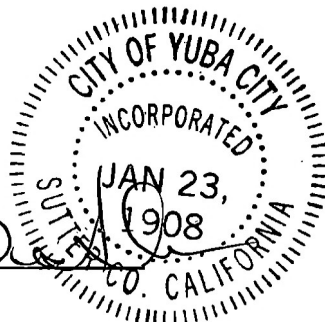
AYES: Councilmember Boomgaarden, Cardoza, Espindola, Shaw and Mayor Harris

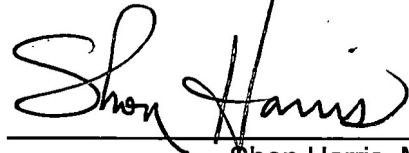
NOES: None

ABSENT: None

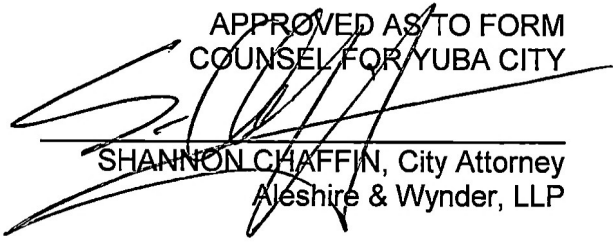
ATTEST:

Patricia Buckland, City Clerk




Shon Harris, Mayor

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY



SHANNON CHAFFIN, City Attorney
Aleshire & Wynder, LLP

EXHIBIT A

CONDITIONS OF APPROVAL

Indemnification:

1. The applicant, operator, and/or property owner ("Applicant" herein) is required to enter into an agreement with the City agreeing to indemnify, defend, and hold harmless the City of Yuba City, its officers, attorneys, agents, employees, departments, commissioners, authorized volunteers, and boards ("City" herein) against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, in any way arising from, the terms and provisions of this land use approval, including without limitation any California Environmental Quality Act (CEQA) approval or any related development approvals or conditions whether imposed by the City, or not, except for City's sole active negligence or willful misconduct. This indemnification condition does not prevent the Applicant from challenging any decision by the City related to this project and the obligations of this condition apply regardless of whether any other permits or entitlements are issued. The land use approval shall not become effective until Applicant executes a "Covenant to Indemnify."
 - a. Insurance – Applicant shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this use under this entitlement adequate insurance for the proposed project as deemed necessary by a third-party waste management field expert as chosen by the Applicant. Any fee incurred by the City to receive the third-party recommendation will be paid by Applicant within 30 days. Such policy or policies shall be without any deductible amount (except as may be expressly authorized by the City), and shall be issued by companies authorized to do business in the state of California shall specifically protect City by naming City as additional insureds on the policies. The Applicant shall forward to the City updated certificates of insurance and endorsement(s) when policies are renewed or changed. The insurance required shall not be interpreted to relieve the Applicant of any other obligations or conditions of approval. The Applicant shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.
2. In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedication, reservations or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within 90 days after the date of imposition of fees, dedications, reservation, or exactions imposed on the development project.

This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or, where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.

Materials:

3. The facility shall not receive more than 100 tons per day.
4. The facility shall only receive material generated within the Sutter and Yuba Counties.
 - a. Applicant will maintain logs showing location of waste received and shipped and provide copies of such logs once every ninety days to City.
5. Putrescible material: maximum of 10 percent of all material. Material shall be removed within 48 hours.
6. The facility shall not accept, store, or process:
 - a. Hazardous Material
 - b. Biohazardous Material
 - c. Medical Waste

If any of the above waste (hazardous, biohazardous or medical) is dumped illegally at the site, the operator shall take necessary steps to properly handle and dispose of such items listed.

7. Tires: Shall be stored in a bin no larger than 40 yards in size. A maximum of one tire bin shall be at the facility at any given time.
8. Green Waste:
 - a. No green waste shall be accepted via a packer truck, including side, front, or rear loaders.
 - b. Self-haul green waste may be accepted and processed.
 - c. Green Waste shall be removed within 48 hours of being accepted.
9. Pallets: Shall not be stacked taller than 6 feet in height outdoors.

Delivery of Material:

10. Except for source separated curbside recyclables, material may not be accepted via packer trucks. This includes side, front, or rear loaders.
11. Roll off bins of up to 50 yards may be accepted
12. The facility is closed Sunday. The facility is open from to refuse/waste from 7am – 5pm, Monday through Saturday with ancillary operations from 6am – 9pm, Monday through Saturday.

Storage:

13. All utilized areas, including storage areas, shall be paved.
14. Bundled, packaged, and/or palletized material shall be stored on paved areas.

Vector Control:

15. Operator shall follow all controls listed in Section 5.5 of Transfer/Processing Report (TPR).

Noise:

16. Operator shall contract with an independent acoustical engineer to measure noise being generated by the facility within 10 working days as requested by the City. Should noise levels exceed adopted City standards, said noise levels shall be reduced to acceptable levels within 24-hours. Noise levels shall not exceed City standards as measured at the property line.

Odor Control:

17. Operator shall comply with all provisions listed in Section 5.4 of TPR
18. Trucks shall be washed weekly off-site or on-site where solids in water can be captured before entering the City stormwater system. City-approved industrial cleaning facilities shall be specified as approved locations for washing, if such cleaning facilities are incorporated within City limits

Queuing:

19. All queuing of vehicles must be maintained on the Applicant's property. All employee vehicles must be parked on the Applicant's property.

There shall be no stacking and/or queuing of vehicles entering the facility and/or waiting to access the scale on the public right-of-way. "Public right of way" shall include Epley Drive, Garden Highway, Putman Avenue, Burns Drive, Hasset Avenue, and any alleys over which a public right of way has been retained.

Vehicles shall not be directed to leave the facility to avoid queuing; rather operational changes shall be implemented within 24 hours of notification by the City.

Processing:

20. All processing, sorting, compacting, shredding, baling, crushing, etc. of solid waste destined to a landfill shall occur indoors.
21. All green waste shall be stored indoors unless contained in a roll-off container and covered.
22. Storage of roll off bins destined to be dumped and processed at the site shall be properly covered, unless stored indoors.
23. During construction, contractor vehicles must be parked on Applicant's property, except to the extent to accommodate concrete, paving and asphalt work occurring on the property. Such work will be completed within 60 days, unless expressly approved by the Public Works director..

Litter Control:

24. Litter control shall be implemented as described in section 4.11.2 of the TPR report.

25. The transfer station operator shall manage the facility in such a manner that confines litter to the work area, which prevents litter from accumulating on other parts of the site and which prevents litter from being blown off the site.
26. The transfer station operator shall implement a program requiring transfer station users to securely containerize their load to avoid littering. The program shall be subject to the approval of the City.
27. Under windy conditions, the transfer station operator shall cover the refuse with City approved cover materials as often as necessary to control blowing litter. Other options shall be considered as necessary, including the alignment of unloading areas away from the prevailing wind direction.
28. The transfer station operator shall install portable litter fencing in the work area to intercept wind-blown debris.
29. The transfer station operator shall remove litter from the litter fencing and planting screens at least once a day. On site access areas shall be policed at least daily. The City may require more frequent policing to control the accumulation of litter.
30. The transfer station operator shall provide weekly (or more frequent) litter clean up along City right-of-way to and from the facility. The City may modify the frequency of clean up and/or area of coverage. If wind-blown litter from the transfer station reaches other properties, the Public Works Director may require the transfer station operator to remove the litter and the Director may require the operator to institute additional measures to prevent recurrence of the problem.
31. Paved roadways proximate to the site shall be cleaned as necessary when soil material has been carried by patrons of the facility onto public roadways. If the operator fails to do so upon notice, the City may clean the roadway at the operator's expense.
32. The transfer station operator shall post signs, as determined necessary by the City, along access roads to the transfer station noting littering and illegal dumping laws. The operator shall periodically publish these laws and operation hours in mailings postings, pamphlets or any advertisement, electronic or otherwise.
33. The transfer station operator shall post signs at the transfer station entrance noting the hours of operation.

Posting of Signs:

34. The transfer station operator shall post signs, at their expense, notifying patrons of littering regulations and the need to properly tarp their vehicles to minimize debris from exiting the vehicle onto the roadway and/or neighboring sites.

Host Fee:

35. Prior to use of the new building, the applicant will negotiate a "host Fee" with the City.. The Host Fee will be calculated based upon the amount of garbage that is ultimately transferred to the Landfill by the applicant.
 - a. Authorize the Community Development Director (or his designee) to approve minor technical amendments to the project Transfer Processing Report that do

not alter any Conditions of Approval, as necessary to accommodate final approval from the State of California.

- b. Any requests for modifications must be submitted to City Council for approval, if consistent with City Ordinances then in effect. Authorize the Community Development Director (or his designee) to provide all necessary approvals, which do not modify the conditions, required to obtain final approval from the State of California for the proposed Large Volume Transfer Station.

Public Works:

36. To help contain fugitive dust, construction sites shall be watered down during the construction phase of the project or as directed by the Public Works Department.
37. The applicant, at their expense, shall be solely responsible for all quality control associated with the project. The quality control shall include, but is not limited to, the following: survey work, potholing existing utilities, all geotechnical testing, soil reports, concrete testing, asphalt testing, and any other required special testing/inspections. The City will only perform necessary testing to insure compliance.
38. Storage of construction vehicles/material is not allowed in the travel way.
39. The improvement plans for the development of the subject property shall include all measures required to ensure that no drainage runoff resulting from the development of the property flow onto the adjacent lands or impede the drainage from those properties. The rear yards and/or side yards of the parcel shall have the same finish grade elevation as those lots within tolerances as approved by the Public Works Department. If retaining walls are required they shall be constructed of concrete or masonry block.
40. The contractor shall obtain an Encroachment Permit from the City prior to performing any work within public rights of way.
41. The Developer shall place, within the property boundary, an in-line separator on the storm drain line prior to the point of connection to the storm drain line in the City right-of-way. Property owner shall be responsible for all maintenance of the system.
42. Required Improvement Plan Notes:
 - a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
 - b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The Contractor shall be responsible that all construction equipment is equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work."
 - c. "If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies."
 - d. "The Contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction."

The Contractor shall be required to follow traffic safety measures in accordance with the CalTrans "Manual of Traffic Safety Controls for Construction and Maintenance Work Zones." The City of Yuba City emergency service providers shall be notified, at least two working days in advance, of proposed construction scheduled by the contractor(s)."

- e. "Soil shall not be treated with lime or other cementitious material without prior express permission by the Public Works Department."
- 43. Prior to paving, the Developer shall vacuum test all manholes to ensure no leakage will occur.
- 44. The curb, gutter, sidewalk, and lot drainage shall be inspected and approved by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced. All sidewalks along the City right-of-way shall be free of any non-control joint cracking. In addition, any concrete with cracks, chips, blemishes, and spalling greater than an inch in diameter shall be replaced from control joint to control joint.
- 45. The property shall petition for formation of a Zone of Benefit of the Yuba City Lighting Maintenance District for the purpose of maintaining the street lights. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
- 46. All public street lighting shall be dedicated to the City of Yuba City.
- 47. Cross easements over all property not occupied by buildings shall be reserved in deeds for all underground utilities, ingress and egress, parking, drainage, landscaping, and the maintenance thereof to the benefit of all parcels involved in the division.
- 48. Prior to the issuance of a building permit, the property owner shall merge the parcels in to one parcel, or shall relocate the property lines between the parcels so they do not bisect any buildings.
- 49. The project, including phased improvements, shall comply with the City's Storm water Management and Discharge Control Ordinance (Title 4, Chapter 21 of the Yuba City Municipal Code).
- 50. Prior to the issuance of a building permit, the applicant shall provide evidence that a Notice of Intent has been submitted and received by the local Water Quality Control Board for a General Construction Activity Storm Water Permit. Two copies of the project Storm Water Pollution Protection Plan shall be provided to the City.
- 51. Prior to obtaining final occupancy approval, the applicant shall provide, to the Public Works Director, the name and contact information of the individual(s) who will be responsible for cleaning any debris in the City right-of-way resulting from the transfer station's operations.
- 52. Applicant to contact the State Water Resources Control Board to determine industrial general permit compliance.

Fire Department:

- 53. Obtain necessary permits from the Yuba City Fire Department.

CalRecycle:

54. Comply with letter November 5, 2018 and subsequent correspondence between CalRecycle and Larry Miner.

Feather River Air Quality Management District:

55. Comply with letter dated November 6, 2018 and subsequent correspondence between the FRAQMD and Larry Miner.

Sutter-Yuba Local Enforcement Agency:

56. Comply with letter dated November 5, 2018 and subsequent correspondence between the LEA and Larry Miner.

Central Valley Regional Water Quality Control Board:

57. Comply with letter dated October 30, 2018

Planning Commission Meeting Condition:

58. The mitigation measures identified in the initial study and mitigated negative declaration, which also include Appendix A of the Transfer Processing Report Assessment, shall be included as mitigation measures.

Additional Conditions

59. PROJECT DEADLINES: To prove good faith in completing this project in a timely manner, and to acknowledge that time is of the essence, the applicant must commence construction by March 31, 2020, and be substantially complete within 18 months of commencement. Failure to comply with either deadline will void modification of this Use Permit. Substantially complete is defined by City Code.
60. FUTURE USE PERMIT MODIFICATIONS AND EXTENSIONS:
- a. Given the repeated extensions of Use Permit 12-01, the City advises the Applicant future attempted modifications of this Use Permit will be, if consistent with City Ordinances then in effect, submitted to the City Council for review.
 - b. Additionally, if the Applicant fails to meet project deadlines outlined in Condition 59, the previous Use Permit 12-01 will not be eligible for extension and will expire if not effectuated.
 - c. City staff must notify Stop the Dump of the receipt of any applications for modification of this Use Permit when received and afford STD a minimum of 20 days to respond and request the opportunity to reply. Notice is presumed to have been properly provided to STD if mailed, emailed, faxed, or personally delivered to:

Bridgit Barnes, Esq.
Brigit S. Barnes & Associates, Inc.

3262 Penryn Road, Suite 200
Loomis, CA 95650
Tel: 916-660-9555
Fax: 916-660-9554
Email: bsbarnes@landlawbybarnes.com

EXHIBIT “C”
FACILITY PERMIT

| SOLID WASTE FACILITY PERMIT | | Facility Number:
<div style="text-align: center; font-weight: bold; font-size: 1.2em;">51-AA-0008</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|---------------------|------------|----------------|---------------------|------------|----------------|---------------------------|-----|--|-----|--|--|-----------------------|--|--|-----|--|--|--------------------------|--|--|--|--|--|----------------------|--|--|--|--|--|------------------------|--|--|--|--|--|
| 1. Name and Street Address of Facility:
Recycling Industries Transfer Station
140 Epley Drive
Yuba City, CA 95991
(530)671-2215 | 2. Name and Mailing Address of Operator:
Recycling Industries Transfer Station
140 Epley Drive
Yuba City, CA 95991 | 3. Name and Mailing Address of Owner:
Kuhnen Family Limited Partnership (KFLP)
4741 Watt Avenue
North Highlands, CA 95660 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. Specifications: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <p>a. Permitted Operations: ☐ Solid Waste Disposal Site</p> <p style="margin-left: 20px;">☒ Transfer/Processing Facility (MRF)</p> <p style="margin-left: 20px;">☐ Composting Facility (MSW/green material/C&G)</p> </div> <div style="width: 35%;"> <p>☐ Transformation Facility</p> <p>☐ Other: _____</p> </div> </div> <p>b. Permitted Hours of Operation: Receipt of Refuse/Waste: 7:00 am – 5:00pm, Monday – Saturday</p> <p style="margin-left: 150px;">Ancillary Operations/Facility Operating Hours: 6:00 am – 8:00 pm, Monday – Saturday</p> <p>c. Permitted Maximum Tonnage: 100 Tons per Day</p> <p>d. Permitted Traffic Volume: 238 Vehicles per Day</p> <p>e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th></th> <th style="text-align: center;">Total</th> <th style="text-align: center;">Disposal</th> <th style="text-align: center;">Transfer/Processing</th> <th style="text-align: center;">Composting</th> <th style="text-align: center;">Transformation</th> </tr> </thead> <tbody> <tr> <td>Permitted Area (in acres)</td> <td style="text-align: center;">3.0</td> <td></td> <td style="text-align: center;">3.0</td> <td></td> <td></td> </tr> <tr> <td>Design Capacity (ton)</td> <td></td> <td></td> <td style="text-align: center;">500</td> <td></td> <td></td> </tr> <tr> <td>Max. Elevation (Ft. MSL)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Max. Depth (Ft. MSL)</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Estimated Closure Year</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | | | | Total | Disposal | Transfer/Processing | Composting | Transformation | Permitted Area (in acres) | 3.0 | | 3.0 | | | Design Capacity (ton) | | | 500 | | | Max. Elevation (Ft. MSL) | | | | | | Max. Depth (Ft. MSL) | | | | | | Estimated Closure Year | | | | | |
| | Total | Disposal | Transfer/Processing | Composting | Transformation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Max. Elevation (Ft. MSL) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Max. Depth (Ft. MSL) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Estimated Closure Year | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. Approval:

Tejinder S. Maan
<u>Director of Environmental Health</u> | | 6. Enforcement Agency Name and Address:

Yuba Sutter LEA
Yuba County Environmental Health
915 8 th Street, Suite 123
Marysville, CA 95901-5273 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. Date Received by CalRecycle:

<div style="text-align: center; font-weight: bold; font-size: 1.2em;">MAR 13 2015</div> | | 8. CalRecycle Concurrence Date:

<div style="text-align: center; font-weight: bold; font-size: 1.2em;">MAR 27 2015</div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. Permit Issued Date:

<div style="text-align: center; font-weight: bold; font-size: 1.2em;">APR 02 2015</div> | 10. Permit Review Due Date:

<div style="text-align: center; font-weight: bold; font-size: 1.2em;">APR 02 2020</div> | 11. Owner/Operator Transfer Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

SOLID WASTE FACILITY PERMIT

Facility Number:

51-AA-0008

12. Legal Description of Facility:

The legal description of this facility boundary is described and mapped in the Transfer Processing Report dated November 2014. The facility is located within Sutter County Assessors Parcel Nos. 54-083-023 and 54-083-014.

13. Findings:

- a. The location of the facility is identified in the Regional Waste Management Authority Siting Element, (Non disposal Facility Element), pursuant to Public Resources Code (PRC), Section 50001(a).
- b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009.
- d. A Mitigated Negative Declaration was filed with the State Clearinghouse (SCH #2014052082) and certified by the City of Yuba City Planning Commission on July 23, 2014 regarding Use Permit 12-01. The Mitigated Negative Declaration describes and supports the design and operation which will be authorized by the issuance of this permit. A Notice of Determination was filed with the State Clearinghouse on July 24, 2014.
- e. The operator will comply with all applicable federal, state, and local requirements and enactments, including mitigation and monitoring measures developed in accordance with any certified environmental documents filed pursuant to Public Resources Code (PRC) Section 21081.6 and administrative or enforcement orders of regulatory agencies with jurisdiction at this facility.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Transfer Processing Report and approved amendments thereto and as approved by the enforcement agency.

Mixed solid waste, from non-source separated recycling programs, in commercial compaction trucks. The only instance when this referenced waste can be accepted is with written authorization from City staff.

The facility cannot accept more than ten (10) percent putrescible material.

15. The following documents describe and/or restrict the operation of this facility:

| | Date | | Date |
|--|---------------|--|---------------------|
| Transfer Processing Report | November 2014 | Land Use and/or Conditional Use Permit | July 2014 July 2014 |
| State Water Resources Control Board
Waste Discharge ID # 5S511024147 | March 2013 | Hazardous Materials Storage Permit
EPA ID# Cal-000-338-638 | December 2008 |
| Tire Program Identification # 1816129-01 | February 2015 | Covered Electronic Waste Collector
CEW ID #110037 | May 10, 2014 |
| City of Yuba City Planning Division Initial
Study and Mitigated Negative Declaration
for Recycling Industries Transfer Station
(SCH ##2014052082) | July 2014 | City Of Yuba City Planning Division
Conditional Use Permit 12-01. | July 2014 |

SOLID WASTE FACILITY PERMIT

Facility Number:

51-AA-0008

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period.

| Program | Reporting Frequency |
|--|-------------------------------|
| a. The types and quantities (in tons) of waste, including separated or commingled recyclables, entering the facility per day. | Monthly |
| b. Tons of waste shipped from the facility per day. | Monthly |
| c. The types and quantities (in tons) of material that is source separated recyclables and mixed waste material which will be recovered for reuse, recycling and diverted from landfills, entering the facility per day. | Quarterly |
| d. The number and types of vehicles using the facility per day. | Monthly |
| e. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials. | Monthly |
| f. Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints. | Made Available for inspection |
| g. Log of Special Occurrences | Made Available for inspection |
| h. Documentation of Employee Training | Made Available for inspection |
| i. Report of station operations to the City of Yuba City | Annually |
| All records must be maintained on-site for review by the LEA during an inspection. | |

SOLID WASTE FACILITY PERMIT

Facility Number:

51-AA-0008

17. Enforcement Agency (EA) Conditions:

- a. The design and operation of the facility shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 14 of the California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.
- c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- d. This permit is subject to review by the EA and may be temporarily suspended or revoked at any time by the EA for sufficient cause, in accordance with Division 30 of the Public Resource Code, Part 4, Chapter 4, Article 2, Sections 44305 et seq. and associated regulations.
- e. The EA reserves the right to suspend or modify waste receiving and handling operations due to an emergency, a potential health hazard, or the creation of a public nuisance.
- f. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change without first submitting a written notice of the proposed change, in the form of an RFI amendment, to the EA at least 180 days in advance of the change.
- g. The operator shall maintain a copy of the permit at the facility to be available at all times to facility personnel and EA personnel.
- h. Site traffic shall be controlled in such a manner as to minimize the contact between the public, public vehicles, commercial vehicles, and heavy equipment at all times.
- i. Hazardous waste found during the load checking process or sorting activity shall be either returned to the generator or placed in a hazardous waste bin by the end of the operating day.
- j. The maximum permitted daily tonnage for this facility is 100 tons per day, and shall not receive more than this amount without a revision of this permit.
- k. The EA reserves the right to request and receive from the operator any information that it deems necessary to conduct an inspection or to review and or write a Solid Waste Facility Permit.

ATTACHMENT 3

INTERIM HOST AGREEMENT

This INTERIM HOST AGREEMENT ("Agreement") is executed this 17th day of August, 2021, by the City of Yuba City, California, a California municipal corporation (the "City") and Recycling Industries, Inc, a California Corporation ("Operator"). City and Operator shall each be referred to as "Party" or collectively as "Parties."

WHEREAS, Operator currently operates a recycling center under Use Permit (UP) 07-12 at 140 Epley Drive, located within the corporate limits of the City ("Property"); and

WHEREAS, in 2014, the City approved Use Permit ("UP") 12-01, which allowed the applicant to convert its recycling center into a Large Volume Transfer Station ("LVTS")

WHEREAS, the City further approved the Application for the siting of the proposed Transfer Station with or without conditions, and State of California, Cal Recycle, and the County of Yuba Environmental Health Department, the Local Enforcement Agency (LEA) issued a Solid Waste Facility Permit (SWFP) #51-AA-0008 for the development and operation of the Transfer Station, and if the Operator develops, constructs and operates the Transfer Station, the Operator is willing to pay to the City, and the City desires to accept Host Fees to defray the costs to the City of hosting the LVTS and development of the Project as hereinafter set forth.

WHEREAS, the Operator applied to modify its previously approved use of the Property to operate the revised LVTS to receive not more than 100 tons of materials per day ("Project"), which required a Development Permit ("DP"), Use Permit and appropriate Environmental Assessment ("EA") of the Project;

WHEREAS, the Operator applied for DP 17-03, UP 17-05, and EA 17-10 to construct and operate the Project;

WHEREAS, the Operator shall comply with the terms of the SWFP and applicable conditions as identified in the State Minimum Standards for solid waste handling and disposal as specified in Title 14, California Code of Regulations.

WHEREAS, on February 5, 2019, the City Council of the City approved Resolution No. 19-005, denying an appeal of the Planning Commission of the City's approval of the Project, thereby approving DP 17-03, UP 17-05, and EA 17-10 for the construction and operation of the Project;

WHEREAS, Condition No. 35 of Resolution No. 19-005 requires that, prior to use of the new building for the Project, the Operator is to negotiate a "Host Fee" with the City, calculated based upon the amount of garbage that is ultimately transferred to the Landfill by the Operator;

WHEREAS, the Parties wish to enter into this Agreement to memorialize their understandings on the Operator's obligation to pay City a Host Fee for the operation of the Project, which understandings are to apply on an interim basis, pending the City's evaluation of all costs it bears in hosting the Project.

NOW, THEREFORE, the preceding recitals are incorporated by reference herein and in consideration of the mutual obligations undertaken herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually understood and agreed by the Operator and the City as follows:

1. **Definitions.** When used in this Agreement, all definitions shall be consistent with Title 27, Division 2 Definitions, Section 20164 (CCR), the following terms shall have the following meanings:

"Act" shall mean The California Integrated Waste Management Act (California Public Resources Code Sections 40000 et seq), as amended from time to time, which in part, directs all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal.

"ADC" shall mean Alternative Daily Cover.

"Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Transfer Station, the Property or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Sutter County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement or one of the other Agreements.

"Construction and Demolition Debris", or "C&D Debris" is solid waste that is source separated or separated for reuse solid waste and recyclable materials, including commingled and separated materials, that result from construction work, that are not hazardous, and that contain no more than 10% putrescible wastes by volume calculated on a monthly basis and the putrescible wastes do not constitute a nuisance, as determined by the LEA.

"Effective Date" shall mean the date on which this Agreement is executed, as shown at the top of the first page of this Agreement.

"Green Waste" shall have the meaning any vegetative matter resulting from normal yard and landscaping maintenance. Green Waste includes but is not limited to plant debris, ivy, grass clippings, leaves, pruning, weeds, branches, brush, holiday trees, tree trunks, etc.

"Host Fee" shall mean the payments by the Operator to the City for each ton of Permitted Waste and Recyclables delivered to a Landfill, which the Operator has agreed to pay to the City pursuant to the Conditions of Approval for the Transfer Station. Any Green Waste delivered to a duly-licensed organics composting facility shall be excluded from the

calculation of Host Fees.

"Host Fee Rate" shall mean the per ton Host Fee paid by the Operator to the City in the amount and as provided in Section 4 herein.

"Household Hazardous Waste" or "HHW" shall mean material used in residences that may threaten human health or the environment when improperly discarded and usually has one or more of the following characteristics: flammable, toxic, corrosive, and/or reactive.

"Household Waste" shall have the meaning ascribed under 27 CCR Section 20164, which as of the date of this Agreement, means any solid waste (including garbage, trash, and sanitary waste in septic tanks) derived from households (including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas).

"LEA" shall mean the Local Enforcement Agency designated by the City as the Yuba County Environmental Management Department that shall enforce the provisions of the Solid Waste Permit.

"Landfill" shall have the meaning ascribed under 27 CCR Section 20164, which as of the date of this Agreement, means a waste management unit at which waste is discharged in or on land for disposal. Landfill does not include surface impoundment, waste pile, land treatment unit, injection well, or soil amendments.

"Operations Date" shall mean the first day of business at which Permitted Waste is accepted at the Transfer Station.

"Operator" means Recycling Industries, Inc and shall include its successors.

"Permitted Waste" means refuse, as defined in 27 CCR Section 20164, and further includes, without limitation: Household Waste, C&D Materials, Green Waste, E-Waste, and HHW, which the Facility may receive under its Permits and Applicable Law.

"Property" shall mean a parcel of approximately located at 140 Epley Drive, Yuba City, CA, as more particularly described on Exhibit A to this Agreement, which the Operator proposes to use for the development, construction and operation of the Transfer Station.

"Project" shall have the meaning set forth in the Recitals.

"Recyclables" shall mean any recyclable materials, whether or not source separated, which the Operator determines to accept.

"TPR" shall mean the Transfer Processing Report on file with the LEA and the City for this property.

"Transfer Station" shall mean the transfer station, as defined in section 40200 of the Act,

to be developed, constructed and operated on the Property and subject to this Agreement.

Any term not otherwise attributed to it shall have the same meaning as defined under the Act.

2. **Term of Agreement.** The Parties intend for this Agreement to be replaced by an agreement ("New Agreement") that comprehensively addresses the host fee, pursuant to Condition of Approval 35. Operator hereby acknowledges that the Host Fee complies with legal requirements and bears an appropriate nexus to the City's need to address those impacts identified under the California Environmental Quality Act (CEQA), as described further in the 2019 mitigated negative declaration (MND) for Use Permit 12-01 approved for the Transfer Station. Operator and City shall replace this Agreement with the New Agreement within twelve (12) months from the Effective Date. Until so replaced, the term of this Agreement shall begin on the Effective Date and shall expire on the effective date of the New Agreement, which addressed the City's requirements described above. The Parties shall negotiate in good faith to include in the New Agreement annual adjustments to the host fee set thereunder that tracks the Consumer Price Index, All Urban Consumers, not seasonally adjusted, all items index -San Francisco-Oakland-Hayward, CA, as published by the Bureau of Labor Statistics. The parties agree to negotiate the New Agreement in good faith to reach mutual approval before the timeline described herein; provided that if the New Agreement is not approved and implemented by such time, the Host Fee Rate set forth in Section 6 shall increase by twenty-five percent (25%) beginning twelve (12) months from the Effective Date of this Agreement; provided that if the City is the cause of any significant and unreasonable delay in the negotiation of the New Agreement and Operator notifies City in writing of such delay within twenty (20) days of the existence of such delay, and provides a description of the nature of the delay, such twelve (12) month timeline shall be extended to correspond to the delay caused by City.
3. **Authorization for Transfer Station Development, Construction and Operation.** The Operator shall be responsible for obtaining all permits and authorizations necessary under applicable law for the development, construction or operation of the Transfer Station on the Property. Operator shall provide the City with a reasonable opportunity to review and comment upon any application to modify or amend any permit before such is filed; provided that the City's approval cannot be unreasonably withheld, conditioned or delayed. Operator acknowledges that its experience and expertise are material considerations of the City in entering into this Agreement. As such, Operator shall not assign this Agreement or operations of the Transfer Station, without the express prior written consent of the City, not to be unreasonably withheld, conditioned or delayed. An assignment for purposes of this provision includes any sale, exchange, or other transfer to a third party of more than twenty-five percent (25%) of Operator's assets dedicated to operating the Transfer Station, or issuing new stock or selling, exchanging, or otherwise transferring twenty-five percent (25%) or more of the then outstanding ownership interests of Operator to a person other than the family members of any owner. Any other transfer shall be subject to City's reasonable review.
4. **Host Fees.** From and after the Operations Date, the Operator shall pay to the City, Host Fees at the Host Fee Rate based on the monthly tonnage of Permitted Waste and Recyclables delivered to a Landfill, as provide in this Section 4 below.

- a. Host Fee Rate. The Operator shall pay to City Four and 40/100 Dollars (\$4.40) per ton of Permitted Waste and Recyclables delivered to a Landfill; provided that the Host Fee Rate is subject to adjust in a manner and based on a methodology to be negotiated by the Parties pursuant to Section 2 above. The Parties further acknowledge and hereby agree that they will negotiate in good faith a new per ton Host Fee to apply under the New Agreement, which negotiations shall include as a reference the final report to be prepared by City's waste services consultant R3 Consulting Group, Inc.
- b. Books and Records. The Operator shall maintain complete and accurate books and records of Permitted Waste and Recyclables deposited at the Transfer Station sufficient to determine the amount of Host Fees payable to the City, including without limitation, weight tickets for all Permitted Waste and Recyclables deposited at the Transfer Station as well as weight tickets for each outbound vehicle of Permitted Waste and Recyclables delivered to a Landfill. Such books and records shall be available for inspection and copying by the City or its agent upon reasonable notice of not less than 48 hours at the Transfer Station during operating hours of the Transfer Station, or as otherwise required by this Agreement or any conditions of siting approval;
- c. Payment Method. Remit Host Fees payable to the City on a quarterly basis not later than the last calendar day of the calendar month following the end of each calendar quarter, for the preceding calendar quarter.
- d. Accounting. Submit with each payment of Host Fees to the City an accounting by month of the amount of fees payable to the City and all tonnage of Permitted Waste and Recyclables deposited at the Transfer Station during the calendar quarter for which payment is made and weight tickets for each outbound vehicle of Permitted Waste and Recyclables delivered to a Landfill for the same period. City acknowledges that the Permitted Waste or Recyclables deposited at the Transfer Station shall not be subject to payment of the Host Fee or other separate City fee, and that the information of such materials deposited at the Transfer Station is merely sought to assist the City in better ascertaining the flow of such materials into and out of the Transfer Station.
- e. Audit. The City shall cause a copy of any report of an audit by the City of the books and records of the Transfer Station delivered to the Operator and Permitted Waste and Recyclables delivered to a Landfill within thirty (30) calendar days from receipt thereof. If any such audit report establishes that there has been an underpayment of Host Fees to the City, the Operator shall remit the amount of the underpayment to the City within thirty (30) calendar days from receipt from the City of notice of the underpayment and a copy of the report plus a late fee equaling five percent (5%) of the amount of the shortfall. If any such audit report establishes that there has been an overpayment to the City, the Operator may take a credit against amounts otherwise payable to the City in the amount of the overpayment; or if there are no such amounts against which to take a credit. The City shall remit the overpayment to the Operator within thirty (30) calendar days from the City's receipt of the audit report and a written demand from the Operator.

- f. Payment Disputes. The City must notify the Operator in writing of any dispute regarding payment of Host Fees to the City within two (2) years from the last calendar day of the month for which disputed fees are payable. Otherwise, any such dispute is deemed waived;
- g. Reimbursement of Costs. The Operator shall not be required to pay or reimburse the City, or otherwise compensate the City or its agent for costs incurred in connection with inspecting, copying or auditing of books and records of the Transfer Station. However, if a dispute arises between the City and the Operator regarding the amount of Host Fees payable to the City, and the City determines that it is necessary to conduct a special audit in connection with such dispute, the Operator shall reimburse the City for fifty percent (50%) of the reasonable costs incurred by the City in connection with such special audit.
- h. Confidentiality. The City acknowledges that the books and records of the Transfer Station contain information which constitutes trade secrets. The City shall treat all information obtained from inspection and copying of books and records of the Transfer Station as confidential and shall neither disclose nor permit disclosure of such information to persons other than the City, its employees or agents only as required by law or in a legal action subject to a protective order. The Operator may redact trade secrets or other confidential information from books and records of the Transfer Station prior to inspection or copying by the City or its agents, provided such redactions do not include numerical or other information required to determine the amount of Host Fees payable to the City.
- i. Effect of Termination of Agreement. If this Agreement is terminated, Host Fees shall be paid to the date of termination and no further payments of Host Fees shall be due from the Operator to the City.
- j. Calibration of Scales. The Operator shall test and calibrate all scales at the Transfer Station in accordance with Applicable Law. Upon City request, it shall provide the City with copies of scale testing results, including but not limited to any results from State-conducted inspections. The Operator shall further cause its qualified contractor to test and calibrate any or all scales upon written request therefore by the City, within three (3) days of such request; provided that if Operator can demonstrate to City that completion of such test and calibration is delayed by the LEA, said three (3)-day timeline shall be extended for the period of the delay caused by the LEA. If such test results indicate that the scale or scales comply with Applicable Law, the City will reimburse the Operator the direct costs of such tests, not including the cost of personnel time utilized in conduction such test. If City-requested test results indicate that the scale or scales did not comply with Applicable Law, then all weight measurements recorded and Host Fees calculated, charged and paid, as the case may be, from the date of such request, shall be adjusted and corrected consistent with the results of such test. Commercial collection vehicles and transfer trucks shall be assigned a number for weighing purposes. Tare weights shall be checked at least annually or promptly upon reasonable City request, but not more than twice per year.

5. Benefits to the Transfer Station. In consideration for the Operator's agreement to locate

the Transfer Station in the City, and for Host Fees as provided in this Agreement, the City shall not levy any new taxes or assess any fees which are not uniformly assessed but rather are assessed upon a class based on the ownership or operation of a waste transfer station or solid waste management facility and which directly impact the services rendered by the Operator.

6. **Assignment of Agreement.** This Agreement shall be binding on the Operator, its successors and assigns. This Agreement shall be deemed to be a covenant running with the land.
7. **Default.**
 - a. If Operator or the City commits a material breach of this Agreement in regard to payment, the breaching party shall have a period of thirty (30) calendar days from and after receipt of written notice from the other of such breach in which to cure the breach. If the breaching party fails to cure the breach during such period, the breaching party shall be in default;
 - b. If Operator or the City commits a material breach of this Agreement other than in regard to payment, the breaching party shall have a period of thirty (30) calendar days from and after receipt of written notice from the other of such breach in which to cure the breach, or a longer period if the breaching party has diligently attempted to cure the breach during such period but has been unable to do so. If the breaching party fails to cure the breach during such period, as extended, the breaching party shall be in default;
 - c. The City recognizes that the cure of breach may require regulatory approval from the LEA or some other regulatory agency and that the time of preparation of a request for such approval as well as the time it takes for the regulatory agency to review such a request shall be part of the cure period;
 - d. In the event that either party is in default under this Agreement, the party not in default shall have the right to enforce all rights and remedies under this Agreement, as well as to pursue any other remedy now or hereafter available under applicable law; and
 - e. Nothing in this Agreement to the contrary shall delay or hinder the immediate enforcement of this Agreement, ordinance or law which may, in any manner, negatively impact the public health, safety or welfare.
8. **Enforcement of Agreement.** In any action to enforce this Agreement, the non-defaulting party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with such action.
9. **Indemnification.** The Operator shall defend, indemnify and hold the City, its agents, servants, officers, employees, consultants and attorneys harmless from and against all third party claims, judgments, orders, fines, penalties and other liabilities (including without limitation reasonable attorney's fees and costs) resulting from the acts or omissions or negligence of the Operator during operation by the Operator of the Transfer Station or arising out of this Agreement.

10. **Compliance with Applicable Laws.** The Operator shall conduct operations at the Transfer Station in accordance with all applicable federal, state, and local laws.

11. **General Provisions.**

- a. Amendments. This Agreement may be terminated, amended or otherwise modified only by written agreement duly executed on behalf of the City and the Operator;
- b. Captions. Captions in this Agreement are for the convenience of reference only and do not affect this Agreement or its interpretation;
- c. Exclusivity. This Agreement sets forth the entire, final and exclusive Agreement and understanding of the City and the Operator in respect to the matters covered hereby;
- d. Governing Law, Venue and Jurisdiction. This Agreement and all disputes hereunder shall be governed by the laws of the State of California.
- e. Notification. All notices and other correspondence required permitted under this Agreement shall be given at the following addresses or such other addresses as the City or the Operator may in writing designate: If mailed, two (2) days after being deposited in the U.S. mail, registered or certified, return receipt requested, to the address shown above; or if deposited with a commercial courier for next day delivery, one (1) day after being so deposited,
- f. Recitals. The Recitals are a part of this Agreement;
- g. Severability. If any provision of this Agreement or any document executed in connection herewith shall be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions contained herein or therein shall not be affected or impaired. In such case, the Parties shall achieve the purpose of the involved provision by agreeing to a new, legally valid and enforceable provision, which shall become part of this Agreement or such document;
- h. Singular and Plural. The use of the singular form includes the plural and use of the plural form includes the singular;
- i. Third Parties. Nothing in this Agreement is intended to confer any right or remedy on any person other than the City and the Operator, and their respective successors and permitted assigns, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third persons to the City or the Operator, nor to give any such third person any right of action or subrogation against the City or the Operator;
- j. Waiver. The failure of the City or the Operator at any time to require the performance of any provision of this Agreement shall not affect its right to enforce the provision at a later time. No waiver of any nature by the City or the Operator, whether by conduct or otherwise, shall be deemed to be a continuing waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the City of Yuba City, County of Sutter, State of California, on the date set forth above.



APPROVED AS TO FORM:

City Attorney

CITY OF YUBA CITY, a California
municipal corporation

By: _____

Mayor

RECYCLING INDUSTRIES, INC, a
California corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Recording Requested by:
David W. Kuhnen

and when recorded, mail
document and tax statements to:

David W. Kuhnen etux etal
4741 Watt Avenue
North Highlands, CA 95660



2021-0008047

Recorded
Official Records
County of
Sutter
Donna M. Johnston
Clerk Recorder

REC FEE 28.00
HOUSING FEE 75.00

08:05AM 30-Apr-2021

66
Page 1 of 5

Space Above This Line for Recorder's Use Only

A.P.N.: 54-083-014, 54-083-015 and 54-083-023

GRANT DEED

The Undersigned Grantor(s) Declare(s):

Documentary Transfer Tax is \$ 0.00

- ☐ computed on the consideration or full value of property conveyed, or
- ☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- ☐ exempt from transfer tax per R&T code section 11911,
- ☐ unincorporated area ☒ City of Yuba City,

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Kuhnen Family Limited partnership, a California limited partnership as to an undivided 62.4%
interest, David W. Kuhnen and Yvette Kuhnen, Trustees of the David W. Kuhnen and Yvette
Kuhnen Family Trust, Dated January 22, 2008 as to an undivided 29.0% interest and Michael
Macardican, a single man as to an undivided 8.6% interest

hereby GRANT(s) to Kuhnen Family Limited partnership, a California limited partnership as to
an undivided 62.4% interest, David W. Kuhnen and Yvette Kuhnen, Trustees of the David W.
Kuhnen and Yvette Kuhnen Family Trust, Dated January 22, 2008 as to an undivided 29.0%
interest and Michael Macardican, a single man as to an undivided 8.6% interest

that property in the City of Yuba City, County of Sutter, State of California described as follows:

See Exhibit "A" attached hereto and made a part hereof

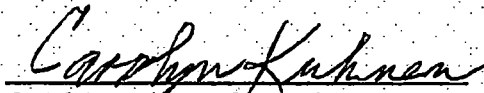
Mail Tax Statements as directed above

Dated: March 15, 2021

Kuhnen Family Limited partnership, a California limited partnership

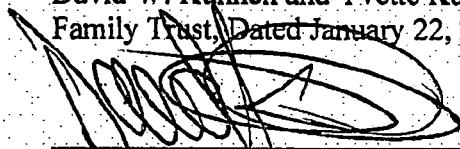


Scott Kuhnen, General Partner



Carolyn Kuhnen, General Partner

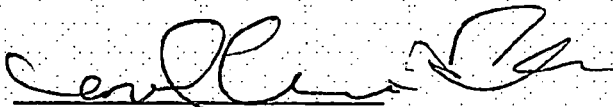
David W. Kuhnen and Yvette Kuhnen, Trustees of the David W. Kuhnen and Yvette Kuhnen Family Trust, Dated January 22, 2008



David W. Kuhnen, Trustee



Yvette Kuhnen, Trustee



Michael Macardican

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sutter

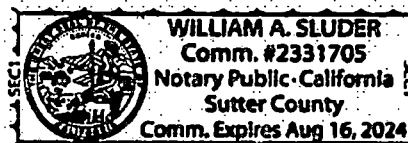
On 12 March 2021, before me, William A Sluder, a Notary Public, personally appeared Scott Kuhnen and Carolyn Kuhnen, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Name: William A Sluder



(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sutter

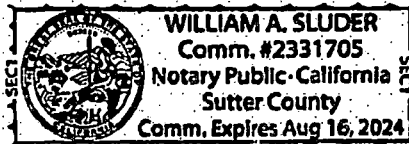
On 22 March 2021, before me, William A Sluder, a Notary Public, personally appeared David W. Kuhn and Yvette Kuhn, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Name: William A Sluder



(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

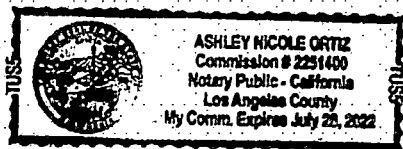
On March 19, 2021, before me, Ashley Nicole Ortiz, a Notary Public, personally appeared Michael Macardian, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Name: Ashley Nicole Ortiz



(Seal)

EXHIBIT "A" – RESULTANT LOT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF YUBA CITY, COUNTY OF SUTTER, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

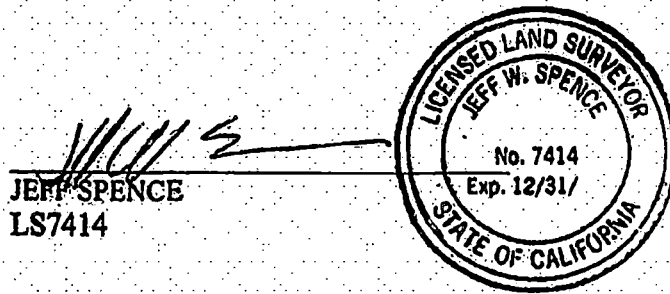
ALL OF LOT 36, TOGETHER WITH A PORTION OF LOT 37, LOT 38, AND LOT 39 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "GARDEN HIGHWAY INDUSTRIAL PARK", FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SUTTER, STATE OF CALIFORNIA, ON FEBRUARY 4, 1981 IN BOOK 12 OF SURVEYS, PAGES 121, 122, 123 AND 124, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 36; THENCE SOUTH 73°22'45" WEST ALONG THE SOUTH LINE OF SAID LOT 36, A DISTANCE OF 330.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE NORTH 16°37'15" WEST ALONG THE WEST LINE OF SAID LOT 36, A DISTANCE OF 132.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 36 AND THE SOUTHWEST CORNER OF SAID LOT 37; THENCE NORTH 16°37'15" WEST ALONG THE WEST LINE OF SAID LOT 37, A DISTANCE OF 100.00 FEET; THENCE NORTH 73°22'45" EAST, A DISTANCE OF 1.00 FOOT; THENCE NORTH 16°37'15" WEST PARALLEL WITH SAID WEST LINE OF LOT 37, A DISTANCE OF 32.00 FEET TO A POINT ON THE LINE COMMON TO LOT 37 AND LOT 38; THENCE NORTH 16°37'15" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 38, A DISTANCE OF 132.00 FEET TO A POINT ON THE LINE COMMON TO LOT 38 AND LOT 39; THENCE NORTH 16°37'15" WEST PARALLEL WITH THE WEST LINE OF SAID LOT 39, A DISTANCE OF 133.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 39; THENCE NORTH 73°22'45" EAST ALONG THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 299.00 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 30.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET; THENCE SOUTH 16°37'15" EAST ALONG THE EAST LINE OF LOT 39, A DISTANCE OF 103.00 FEET TO THE SOUTHEAST CORNER OF LOT 39 AND THE NORTHEAST CORNER OF LOT 38; THENCE CONTINUING SOUTH 16°37'15" EAST ALONG THE EAST LINE OF LOT 38, A DISTANCE OF 132.00 FEET TO THE SOUTHEAST CORNER OF LOT 38 AND THE NORTHEAST CORNER OF LOT 37; THENCE SOUTH 16°37'15" EAST ALONG THE EAST LINE OF SAID LOT 37, A DISTANCE OF 132.00 FEET TO THE SOUTHEAST CORNER OF LOT 37 AND THE NORTHEAST CORNER OF LOT 36; THENCE SOUTH 16°37'15" EAST ALONG THE EAST LINE OF LOT 36, A DISTANCE OF 132.00 FEET TO SAID POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS AND OTHER HYDROCARBONS AS CONVEYED TO STOCK PETROLEUM CO., INC., IN DEED RECORDED FEBRUARY 27, 1980 IN BOOK 983, PAGE 79, SUTTER COUNTY OFFICIAL RECORDS.

ALL TOGETHER COMPRISING A SINGLE PARCEL CONTAINING 4.00 ACRES,
MORE OR LESS, PURSUANT TO CITY OF YUBA CITY LOT LINE ADJUSTMENT
NO. 2020-04.

THIS DESCRIPTION IS BASED UPON RECORD INFORMATION AND NOT A
FIELD SURVEY.



11/6/2020
DATE

END OF DOCUMENT

ATTACHMENT 4

| | |
|-----------------|--|
| To: | Mr. Benjamin Moody, City of Yuba City |
| From: | Nate Forst and Ryan Calkins, R3 Consulting Group, Inc. |
| Date: | July 18, 2023 |
| Subject: | Version 3: Host Fee Development |

Introduction

The City of Yuba City (City) contacted R3 Consulting Group Inc. (R3) to conduct a Host Fee Study regarding the proposed expansion of Recycling Industries' transfer facility. This engagement focused on supporting the establishment of a Host Fee to allow Recycling Industries to expand its operations; and assisting the City in defining the parameters and justification of applying the Host Fee.

Background

Transfer Stations

Transfer Stations are light industrial facilities that accept waste material from solid waste collection trucks (contracted or municipal haulers) and/or private haulers (the general public). Communities rely on Transfer Stations to move solid waste material efficiently from the point of collection to receiving end-destination facilities (Materials Recovery Facilities (MRFs) or landfills). Transfer Stations are typically required to transfer material to an end-destination facility within 48 hours of receiving said material.

Benefits associated with Transfer Stations include consolidation of smaller waste material loads into more aggregated collection capacity, flexibility in waste handling and options for future disposal (at other facilities), screening of mixed waste material, reduction of traffic at disposal facilities (by utilizing a Transfer Station instead), and convenient drop-off centers for residential waste, green waste, and recyclables. Transfer Stations are an intermediate location, not a final destination for solid waste material.

Recycling Industries Transfer Station

Recycling Industries Transfer Station is an active and permitted (SWIS #51-AA-0008) large volume transfer/processing facility located at 140 Epley Dr. in Yuba City California. The facility carries a design capacity for up to 500 tons of material per day but is currently permitted to receive up to only 100 tons per of material per day, or 238 vehicles through the front gate, whichever occurs first. The facility is permitted to accept mixed municipal waste, wood waste, and green waste. The facility operates 365 days per year, including holidays.

Recycling Industries submitted a proposal to modify existing Use Permit No. 12-01 and increase the operating capacity of the facility by:

- » Increasing tonnage capacity per day from 100 tons to 260 tons per day by 2020, and 300 tons per day by 2030;
- » Increasing the facility footprint from 3 to 4 acres;

- » Increasing the size of the onsite building from 18,000 to 21,600 sq. ft.;
- » Adding additional driveways for increased public access;
- » Increasing onsite parking;
- » Adding planters and trees to provide shade; and
- » Improving and enhancing onsite landscaping.

Host Fees Assessed on Solid Waste Facilities

Host Fees are compensation payments to a community in return for the community's willingness to host a solid waste facility, such as a transfer station. Facilities assessed Host Fees may include landfills, transfer stations, or material recovery facilities (MRFs). A Host Fee may be determined in a variety of ways; however, they are primarily designated to compensate for impacts related to the community associated with a facility's operations. In some cases, Host Fees are calculated by allocating a proportional share of those costs to each ton of material that the facility receives.

In most cases, Host Fees are associated with the following categories:

Typical Host Fee Categories

| | | |
|--------------|------------------|----------------|
| Road Impacts | Litter Abatement | Signage |
| Air Quality | Code Enforcement | Beautification |

Hosts fees may be assessed on any/all the following, or another basis:

- » All tons received;
- » Out of City/County tons;
- » A percentage of gate revenue;
- » A fixed amount per year; and/or
- » Comparative research of similar facilities.

Consistency of Host Fees with City's Existing Programs

Host Fees may be authorized through various mechanisms, including through the City's municipal code, Conditional Use Permits, Franchise Agreements, Memorandums of Understandings (MOU's), or Business Permits. Host Fee requirements are typically listed as a clause in the contract between the host city and the facility operator, and/or the contract may reference the municipal code. For the City, new Host Fees could be imposed at the time that new solid waste or recycling facilities are developed, or existing solid waste or recycling facilities are expanded (as is the case with Recycling Industries).

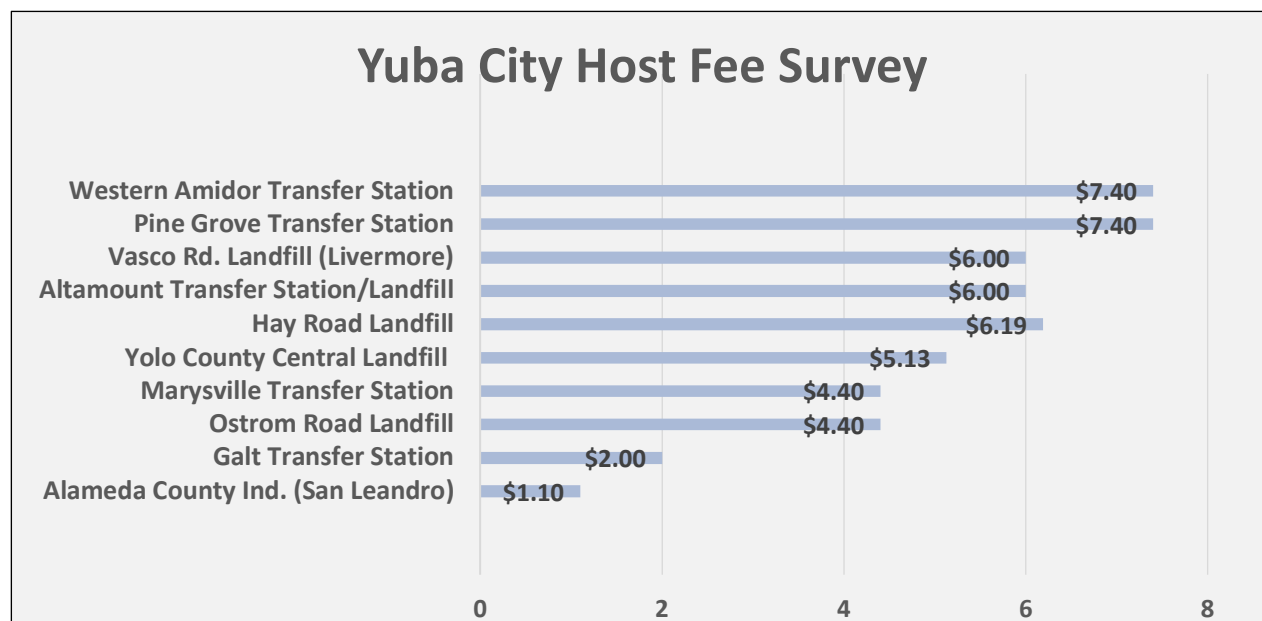
Host Fees may be considered either unrestricted revenue or revenue to be used for a defined purpose. Many cities consider Host Fee revenues as unrestricted revenues and Host Fees are often deposited into a city's general fund.

Host Fee Survey

Comparative Review of Facilities and Associated Host Fees

Host Fees at solid waste facilities vary significantly based on factors such as size, location, and impact to the community in which the facility operates. **Table 1** represents a comparative overview of Host Fees (cost per ton) completed by R3 pertaining to solid waste facilities¹ proximal to the Recycling Industries' facility with similar Host Fee considerations as Yuba City² (see Background section of this memorandum for typical Host Fee categories).

Table 1: Host Fee Comparison



R3's survey of facilities indicates that fees range from \$1.10 to \$7.40 per ton, indicating a mean of \$5.57 and an average fee of \$5.44. Under the current Use Permit for RI, if the facility were operating at capacity, 100 tons per day would be subject to the Host Fee. At the identified average of \$5.44 per ton, the revenue generated annually for the City would be \$198,560³ per year.

However, given the City's indication that tonnage received is substantially lower than the 100 tons per day currently permitted at the RI facility⁴, it is reasonable to consider a Host Fee lower than the average of the facilities indicated in Table 1. A Host Fee of \$4.77⁵ would yield an annual \$174,105 at the current capacity of 100 tons per day. Should the City choose this approach, the inclusion of an escalator, whereby the Host Fee is increased based on a tonnage volume, should be considered. Additionally, an annual Consumer Price Index (CPI) adjustment, is warranted to keep pace with inflation.

¹ Represents R3's most recent data, cost subject to change.

² R3's initial analysis focused on a broader review of Host Fees featuring a diverse set of facilities; that survey data was further refined to a more geographically targeted subset of facilities for Table 1.

³ \$544 per day multiplied by 365 working days (Monday through Sunday, including holidays).

⁴ Per Yuba City, March 3, 2022.

⁵ The interim Host Fee of \$4.40 with first annual CPI adjustment applied.

Key Findings:

- » The highest identified Host Fee in the refined survey is \$7.40 per ton.
- » The lowest identified Host Fee is \$1.10 per ton.
- » The average of identified Host Fees in the refined survey is \$5.44 per ton.
- » RI is receiving less than the current per day capacity of 100 tons.

Recommendations:

- » Set the Host Fee for the RI transfer facility at \$4.77 per ton.
- » Include an annual CPI⁶ adjustment (effective January 1, 2024) based on the percentage change in the CPI, beginning with the base and the preceding 12-month period ending July 31.
- » The next annual CPI adjustment (effective January 1, 2024) should be based on the percentage change between the CPI for the base year, August 1, 2021 through July 31, 2022 (the prior preceding 12-month period), and the CPI for the period of August 1, 2022 through July 31, 2023 (the preceding 12-month period).
- » If the tonnage volume at RI increases to 50% or more of the current permitted capacity of 100 tons per day, the Host Fee assessment should be re-opened to ensure the fee charged is still viable.

⁶ West region CPI-U

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ashley Potocnik, Development Liaison

Summary

Subject: City Welcome Sign – Ad Hoc Committee
Recommendation: Establish and designate two (2) Councilmembers to steer the City Welcome Sign Ad Hoc Committee
Fiscal Impact: Minor staff costs associated with time supporting the committee

Purpose:

To review the City Welcome Sign design submissions received during the design competition and recommend next steps for implementation.

Council's Strategic Goal:

This item supports the City Council's Strategic Goal of improving the Quality of Life and image of Yuba City.

Background:

Yuba City has two welcome signs located at the southwest intersection of Township Road / State Route 20 and approximately 1,100 feet southeast of the Bogue Road / Hwy 99 intersection. Due to disrepair, the signs were removed. Based on direction from Council, a two-part design process was implemented.

1. Design Concept Competition (Call for Artists)
2. Request for Proposals (final design, fabrication, and installation)

On December 4, 2023, the Call for Artists was distributed in coordination with the Yuba Sutter Arts Council, Yuba Sutter Chamber of Commerce, and Yuba City Unified School District. The Call for Artists outlined the design competition process and submission details (See Attachment 2). On February 2, 2024, the competition was closed. Staff received ten (10) design concept submissions. The Call for Artists outlines a winning selection announcement of March 5, 2024.

Analysis:

Staff recommends establishing an Ad Hoc Committee for the review and selection process of a winning design concept and to recommend next steps for implementation. The two Councilmembers designated

to steer the Ad Hoc Committee will select a Committee member from each Commission – Planning Commission, Senior Commission, Parks & Recreation Commission, and the Youth Commission. The Committee will coordinate with staff to facilitate the meetings, identify necessary staff to participate in each meeting (if needed), and coordinate the preparation of a report with recommendations applicable to the entire City Council.

Fiscal Impact:

Minor staff costs associated with time supporting the committee.

Alternatives:

Do not form the committee and/or provide staff with alternative direction.

Recommendations:

Establish and designate two (2) Councilmembers to steer the City Welcome Sign Ad Hoc Committee.

Attachments:

1. Design Concept Submissions
2. Call for Artists, published December 4, 2023

Prepared By:
Ashley Potočnik
Development Liaison

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

1 THANK YOU FOR VISITING! YUBA CITY



WELCOME TO YUBA CITY

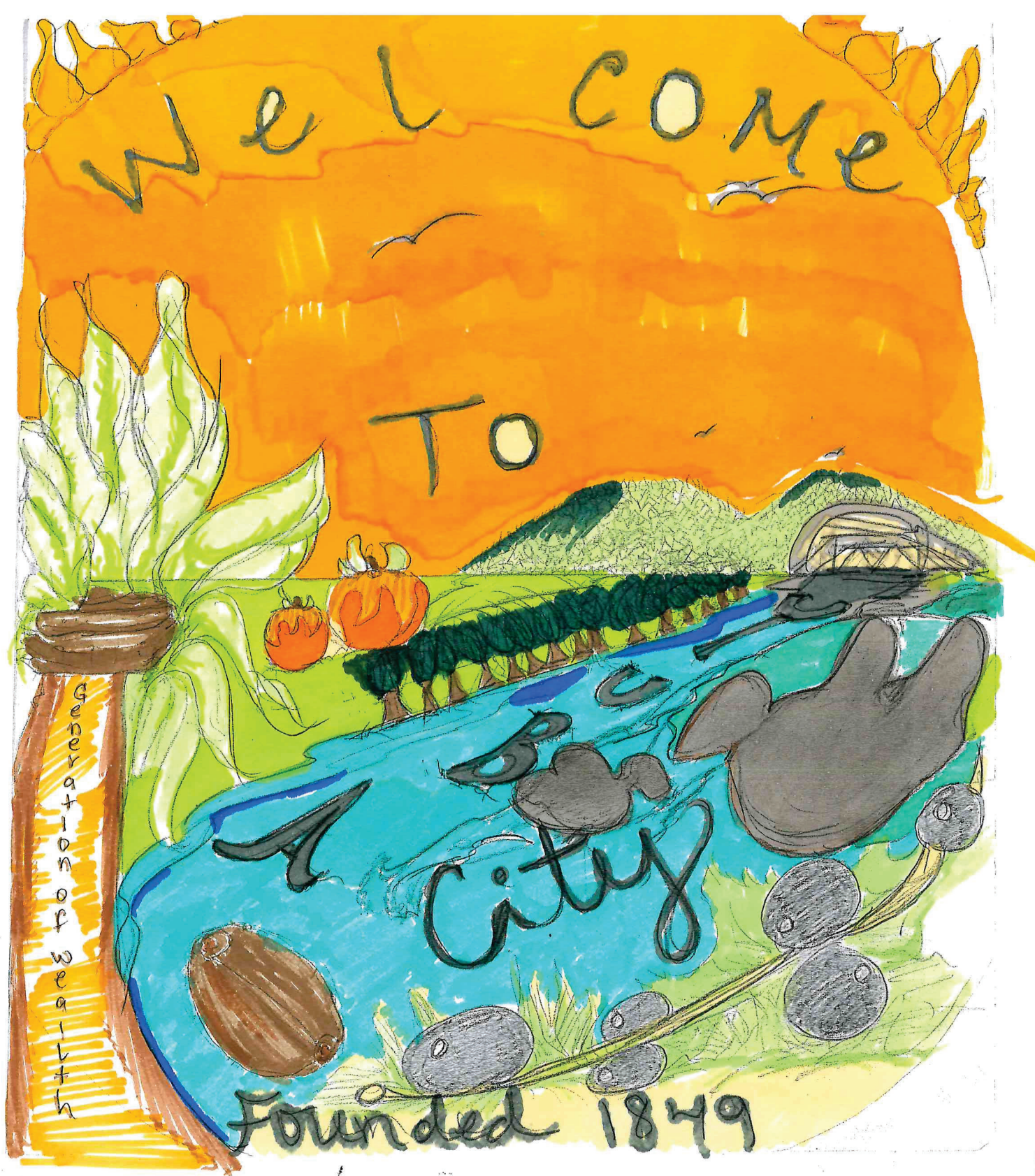




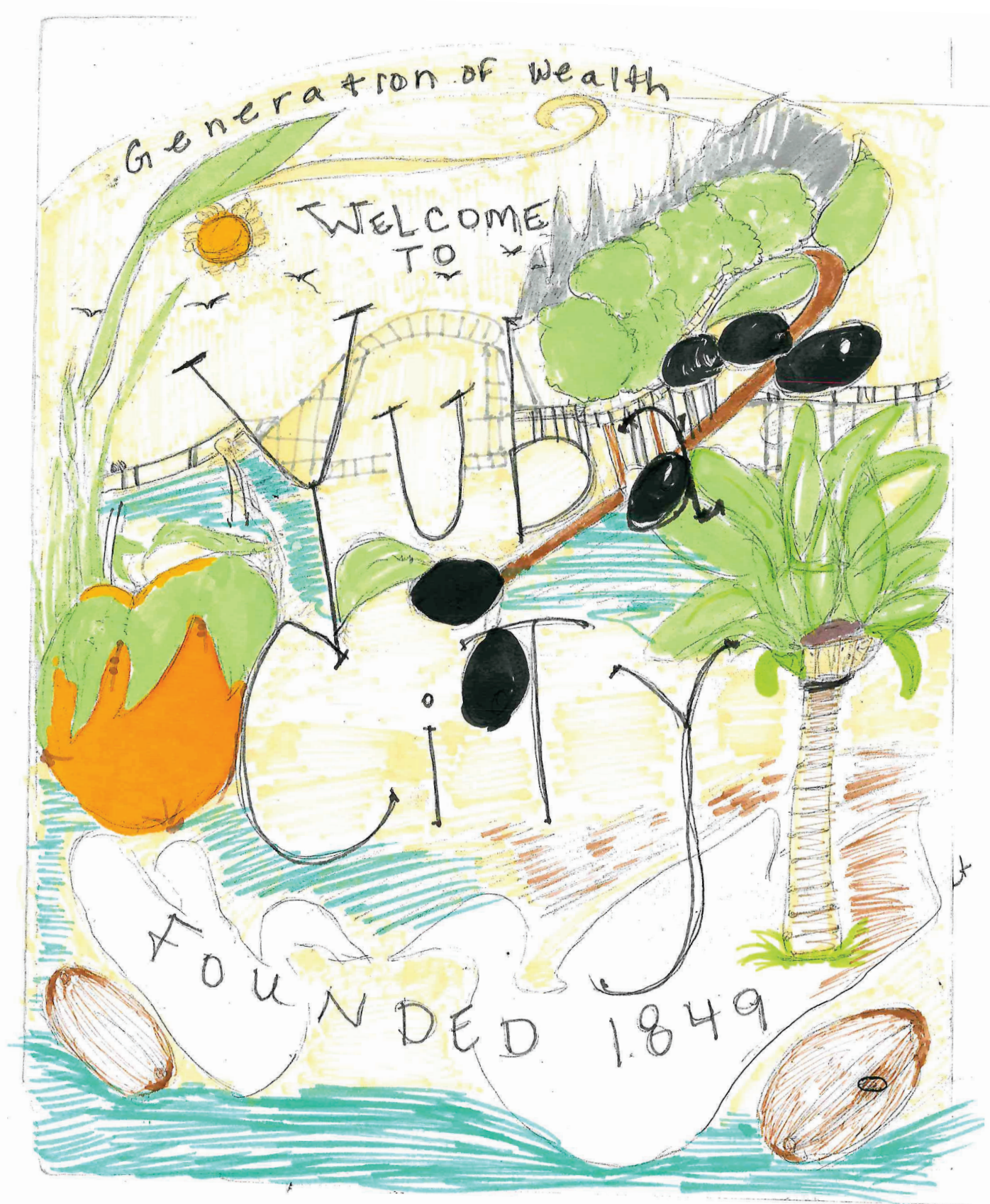
colors can be reassigned



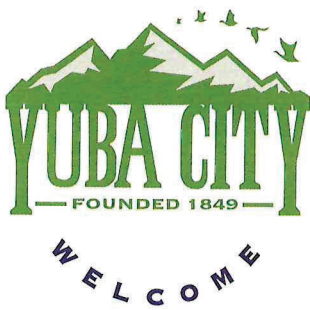
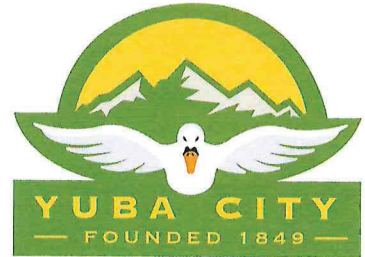
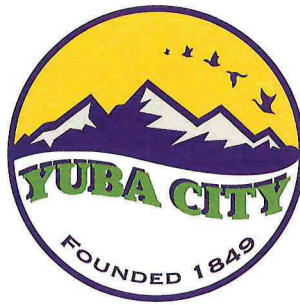
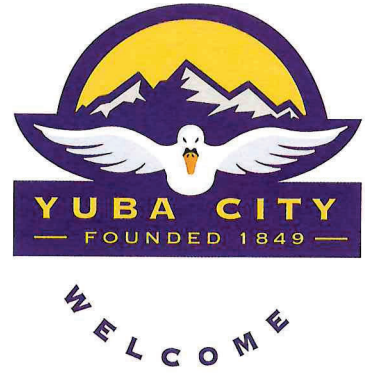
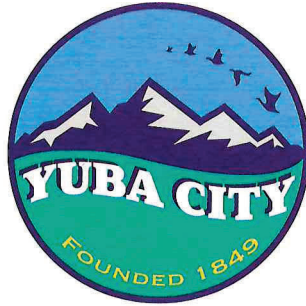
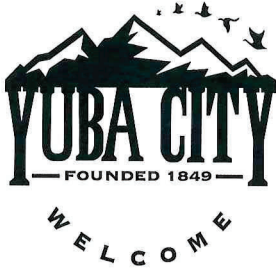
colors can be reassigned.



- color quality was made, but can
do with colors to go with
welcome sign.



- TRIED to go with like colors, Did not have colors but can use. I can Remake with colors.



YIELD



Gifty

YUBA CITY



273

SECRET

STUDY

*John
Coley*

Julia
Clegg

4233

77754
77754





John
1/18/21

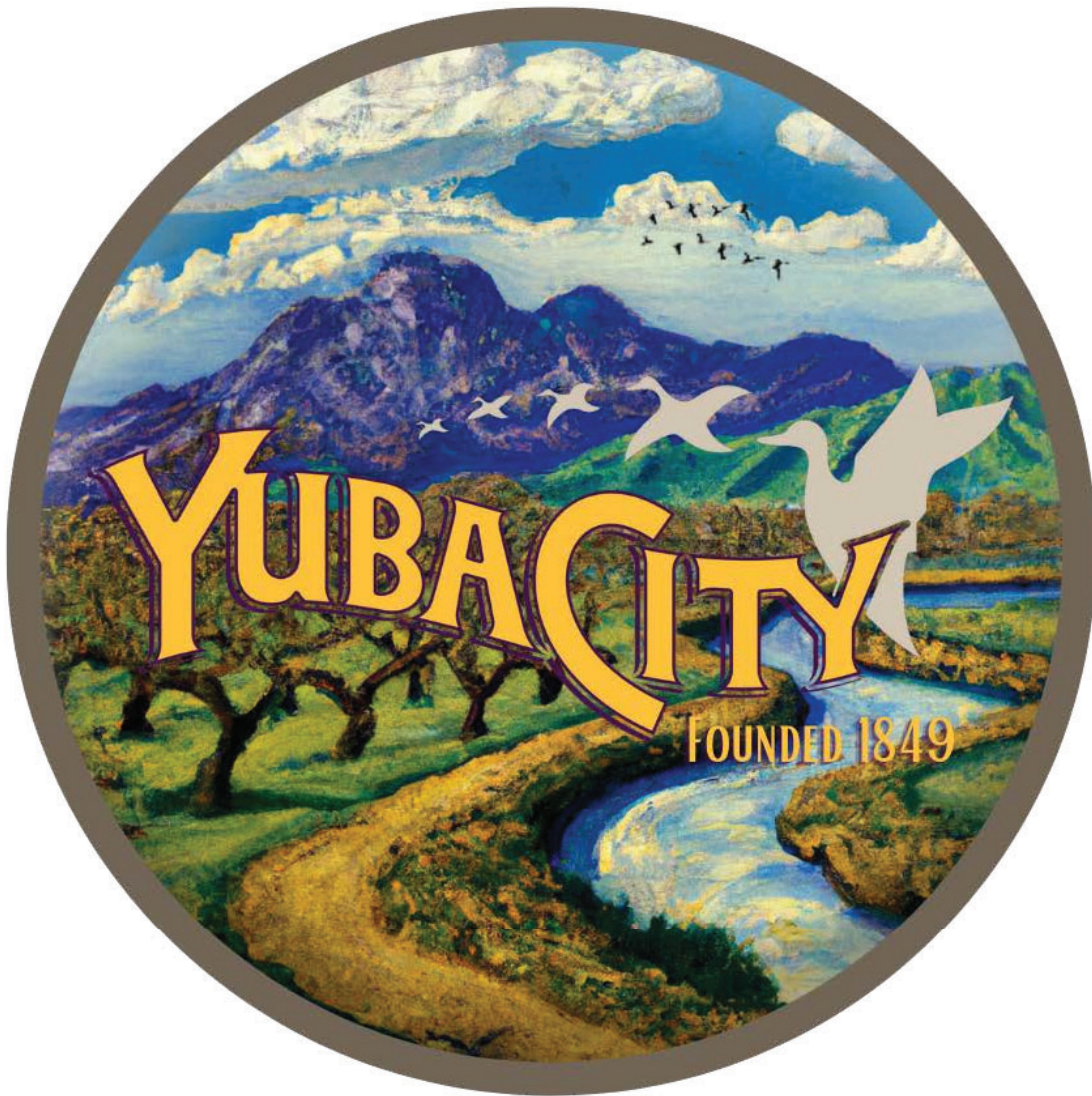




Alternate











Sign - Made of steel.

"Welcome To" - This part of the sign would be painted a metallic bronze.

"Yuba City" - This part of the sign would be painted a metallic gold.

Canada Geese - These birds would be painted metallic gold, with the necks painted metallic bronze, and the cheeks painted white.

Great Blue Heron - The body of the bird would be painted a gray-purple, with bronze painted crest feathers and a gold beak.

Egret - The body of the bird would be painted white with a gold beak.

Plinth - Made of polished concrete, painted to resemble dark bronze, with the Sutter Buttes a brighter, more golden polished bronze, and the lower parts of the plinth painted to resemble a blue-green and mint-green patina over the top of the bronze look.

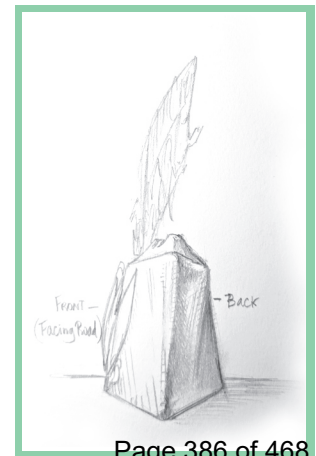
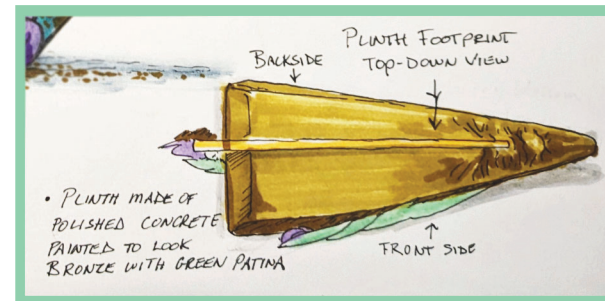
The shape of the Sutter Buttes, as viewed from Yuba City, would be sculpted onto the plinth's top.

Plums - Made of steel, painted purple.

Leaves - Made of steel, painted to resemble metal with a blue-green and mint-green patina.

Each leaf may contain a design within it representing some of various cultures prominent to the area's history. Examples of those cultures might be Maidu, Mexican, European, Chinese, and Indian. Other cultures the city wishes to include can be added to the design, and each design within the leaves could be researched and agreed upon by the city and the people groups from those cultures. Above are simply examples of possible designs from five different cultures.

Lights - These would be placed at the base of the plinth, facing up, and could even be set into the top of the plinth itself, even within the Sutter Buttes, shining up onto the text.









WELCOME



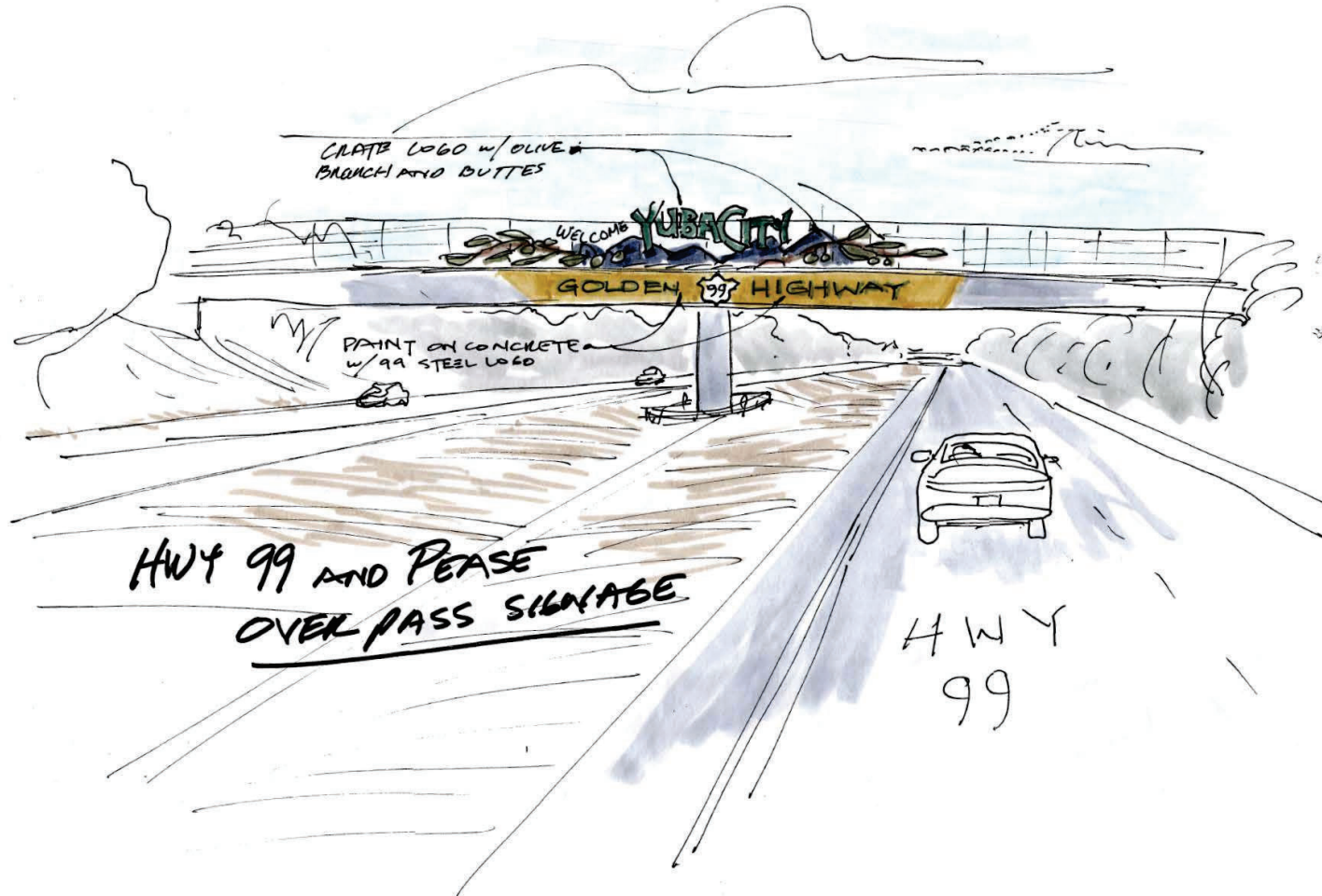








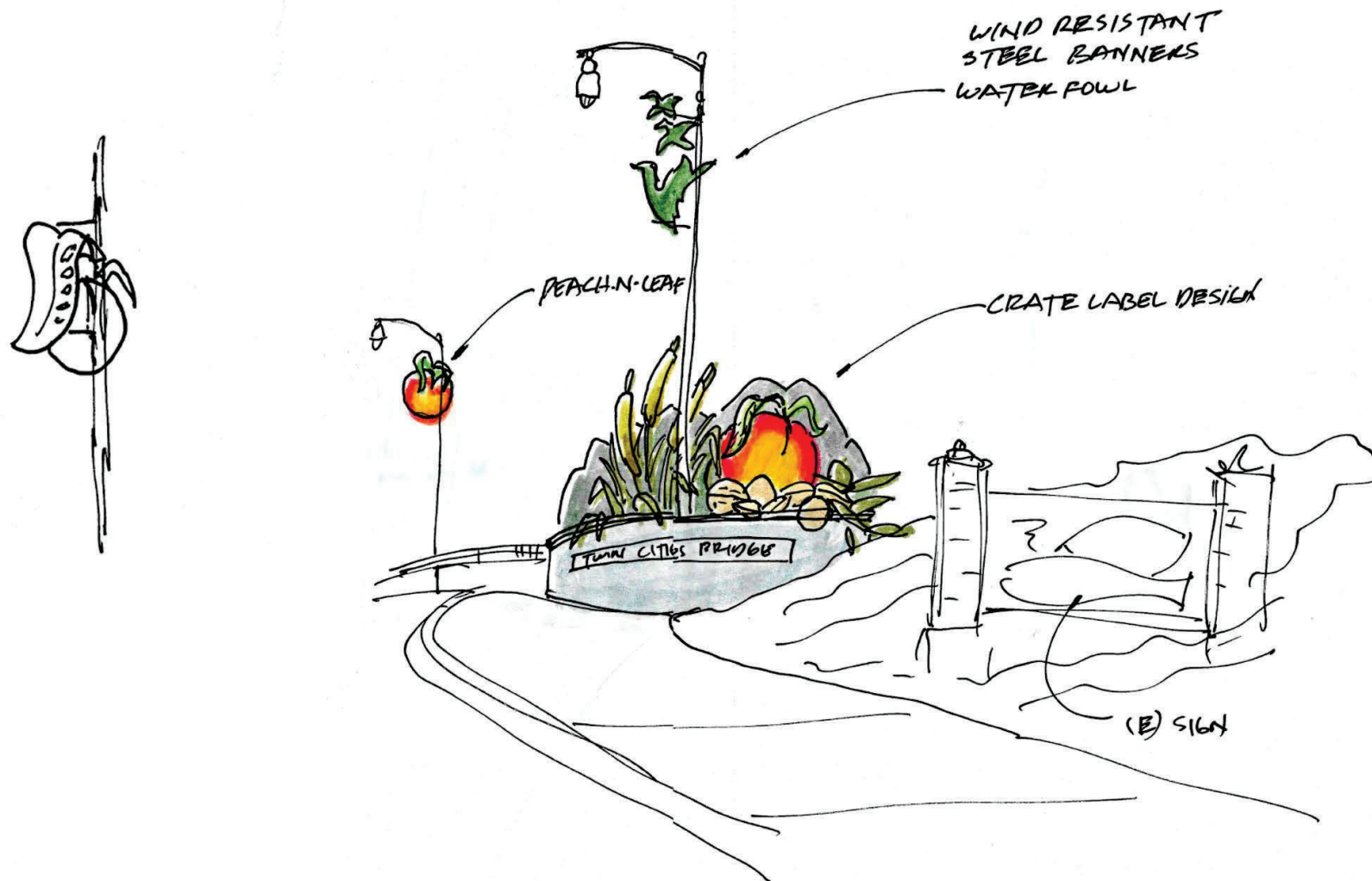




YUBA CITY WELCOME SIGNS

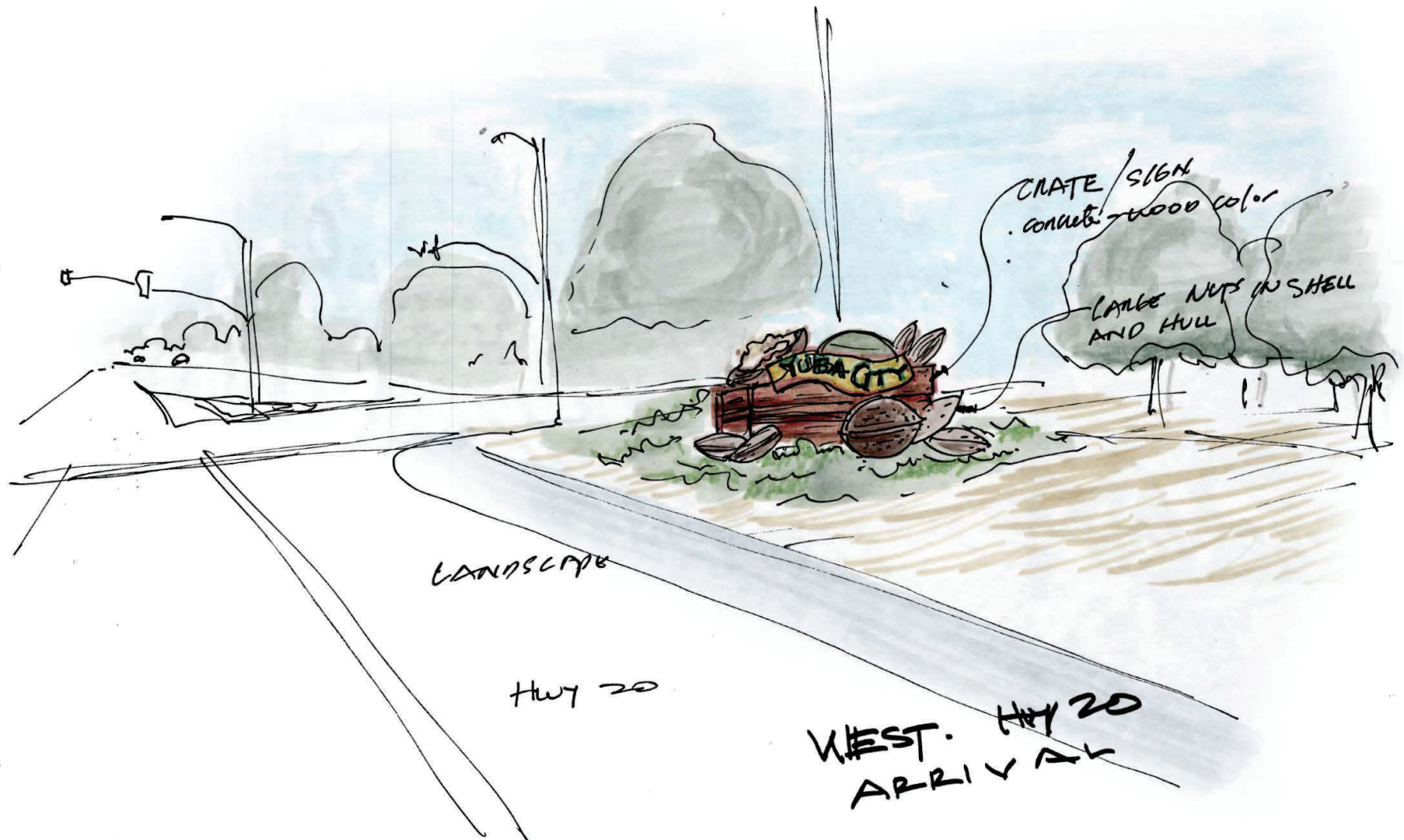
HWY 99 & PEASE RD





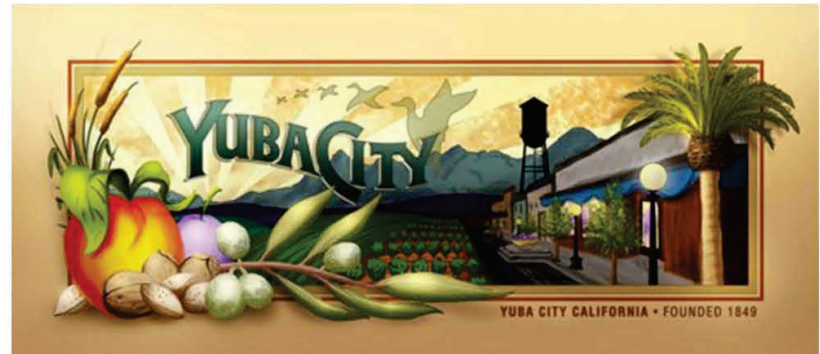
YUBA CITY WELCOME SIGNS

TWIN CITIES BRIDGE



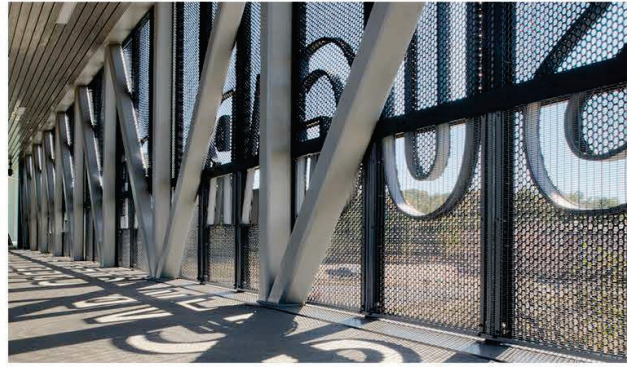
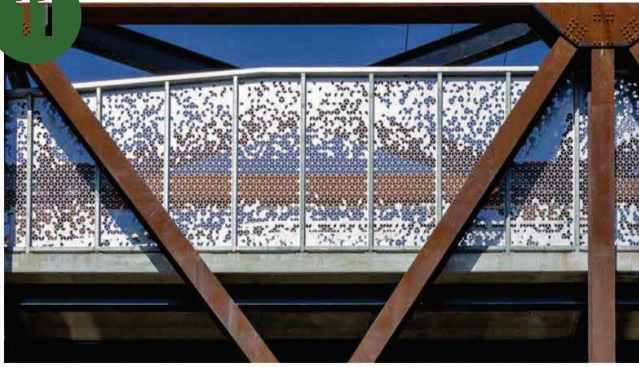
YUBA CITY WELCOME SIGNS

TOWNSHIP RD



YUBA CITY WELCOME SIGNS

MONUMENT SIGNS



YUBA CITY WELCOME SIGNS

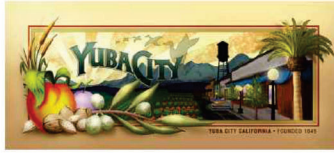
BRIDGE ART



#2495

05-09-2022

~~BUTTE HOUSE & TOWNSHIP RD.~~



HWY 99 & PEASE RD.



CITY OF YUBA CITY
BASE MAP



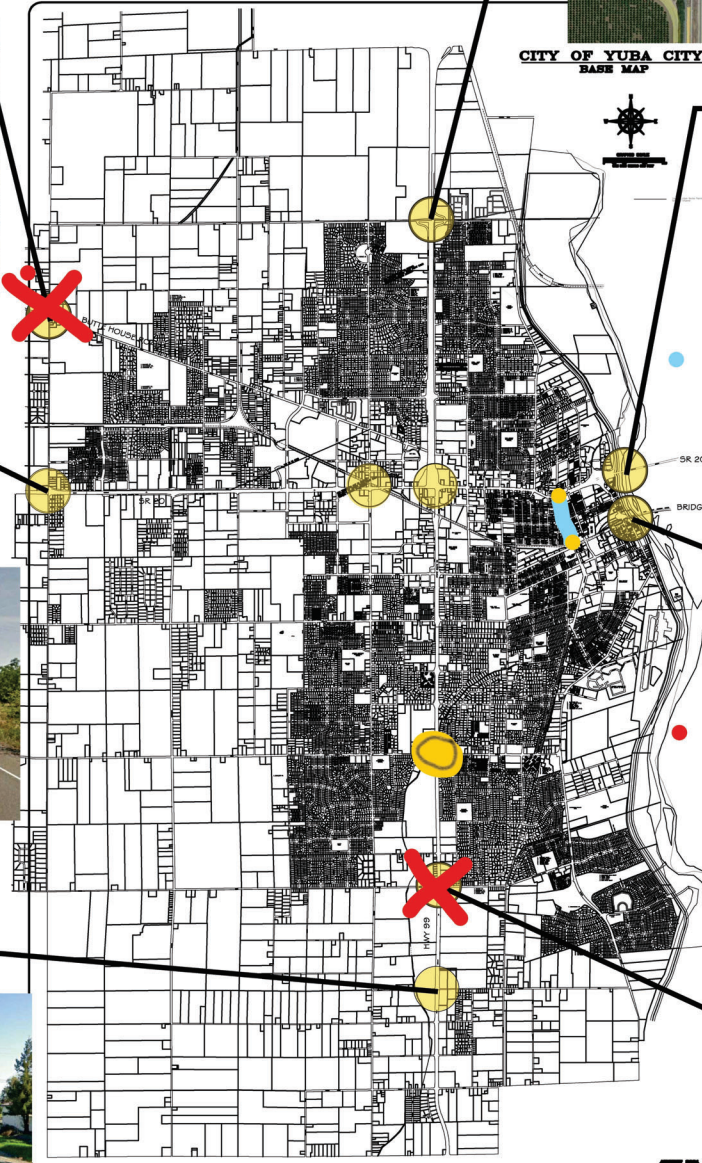
FEATHER RIVER BRIDGE



SR 20 & TOWNSHIP RD.



HWY 99 & STEWART RD.



TWIN CITIES BRIDGE



~~HWY 99 & ROGUE RD.~~



ATTACHMENT 2

CALL FOR

ARTISTS

WWW.YUBACITY.NET

YUBA CITY

THE CITY OF YUBA CITY IS
CURRENTLY SEEKING
PASSIONATE AND VISIONARY
ARTISTS TO DESIGN THE NEW
CITY "WELCOME" SIGN!

SUBMISSION DEADLINE EXTENDED:

January 15, 2024, 11:59 p.m.

February 1, 2024, 11:59 p.m.

HOW TO APPLY:

Visit www.yubacity.net for detailed guidelines.

Complete the entry form.

Submit your "Welcome" sign concept.

HAVE ANY QUESTIONS? CALL ASHLEY POTOČNIK



(530) 822-5195

**DEADLINE
EXTENDED TO
FEBRUARY 1ST**



CALL FOR ARTISTS: CITY OF YUBA CITY “WELCOME” SIGNS

SUBMISSION DEADLINE EXTENDED TO FEBRUARY 1, 2024!

The City of Yuba City (“City”) is seeking local artist to design new “Welcome” Signs for the City. The old City Welcome Signs are shown in *Attachment 2*.

PROJECT BACKGROUND

Yuba City has two welcome signs located at the southwest intersection of Township Road / State Route 20 and approximately 1,100 feet southeast of the Bogue Road / Hwy 99 intersection. The existing monument sign masonry style base will likely remain. The design concept being requested in this “Call for Artists” is for a new sign that can be mounted to the existing masonry style base and electrical source. It is possible that the existing masonry style base may not be useable, so feel free to design a concept without the existing base if desired.

The design concept should reflect the City’s broad diversity, cultural history, and align with the City brand (*Attachment 3*). Through grant funds awarded by Sacramento Area Council of Governments (SACOG), the winning design concept will be utilized in the design and construction of the new “Welcome” sign(s). The winner will receive \$200.

Please read the instructions for submission guidelines below and submit your proposals by 11:59 pm on ~~January 15, 2024~~ February 1, 2024.

SUBMISSION GUIDELINES

- **Location(s):** The existing masonry bases are located southwest of the intersection of Township Road / State Route 20 and approximately 1,100 feet southeast of the Bogue Road / Hwy 99 intersection.
- **Project Intent/Theme:** Must follow theme and branding established by the City of Yuba City. The general themes are as follows:
 - Yuba City’s natural beauty including the Feather River, Sutter Buttes, and local wildlife
 - Yuba City’s early agricultural settlement, history, and ethnic diversity
- **Open to:** Competition is open to all.
- **Artist Award:** The winning artist shall be awarded \$200 and recognition from the City Council.
- **Application Process:**
 - Complete the “Design Competition Entry Form” (*Attachment 1*)
 - Submit up to three (3) sign concept submissions (original drawings or digital images are acceptable).
 - Submissions may be mailed or dropped off at the City Hall at 1201 Civic Center Blvd., Yuba City, CA 95991, attention Ashley Potočnik, or emailed to apotocnik@yubacity.net, subject “Yuba City Welcome Sign.”
- **Additional Design Requirements:** Provide a design of the monument sign which meets or exceeds the following City sign requirements:



- Multi faced sign incorporating something along the lines of “Welcome to Yuba City” and “Thank you for visiting” on either side.
- Architectural elements such as columns, pilasters, cornices, trellises, and similar details shall provide design interest and frame the sign.
- Signs shall be constructed of materials and colors consistent with the City brand. The State Route (SR) 20 Master Plan includes several design concepts for City brand and signage along Hwy 99 and SR 20. This document can be used as needed (*Attachment 4*).
- Monument signs shall have an encasing constructed of brick, stone, synthetic material, or masonry. An aluminum and/or sheet metal encasing is not an acceptable material.
- Embellishment, either structural or decorative elements of a sign incorporating representations of the significant architectural features of the associated building or development may be included.
- **Integration/Original Artwork:** Artists submitting artwork for consideration will assure the following:
 - The artwork is solely the result of the artistic effort of the artist.
 - An original artwork design that considers the site, its purpose, and visitors. The design will be community focused, with a unique eye on creating a community sense of self through art.
 - Artwork must have qualities considered to be pleasant, uplifting, and inspirational; reflective of the themes established by the City of Yuba City and illustrated with visual interest, inventiveness, and uniqueness.
- **Selection Process:** The judging and selection of submissions will be conducted by the City of Yuba City, with final selection by City Council. All decisions will be final. The selected artist(s) will be notified by telephone or e-mail. Public announcement of the selections will be posted by the City of Yuba City on social media and a presentation will be made to City Council.
- **Submission Deadline** ~~EXTENDED: 11:59 pm on January 15, 2024~~ **February 1, 2024**
- **Selection Announcement:** ~~February 20, 2024~~ **March 5, 2024**

Questions? Call Ashley Potočník at 530-822-5195.

Attachments:

1. Design Competition Entry Form
2. Previous City Sign
3. City Brand Logo + Colors
4. State Route 20 Master Plan



Attachment 1: Entry Form

Design Competition
Entry Form

Fill out this form and submit one with each entry. **All competition submissions are due by 11:59 pm on February 1, 2024.** Submissions may be mailed or dropped off at the address below or emailed to apotocnik@yubacity.net, subject “Yuba City Welcome Sign.”

City of Yuba City
Attn: Ashley Potočník
1201 Civic Center Blvd.
Yuba City, CA 95993

Name of Artist:

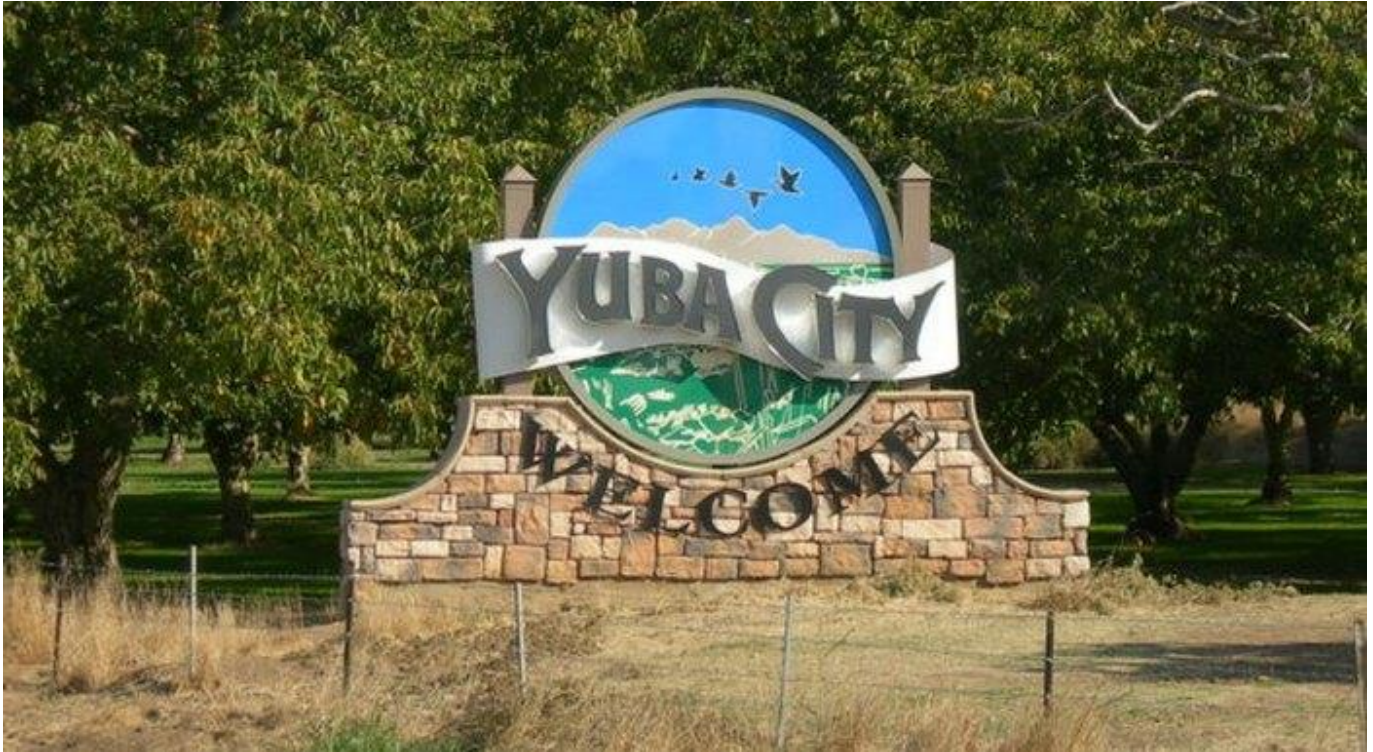
Email Address:

School (if applicable):

Grade (if applicable):

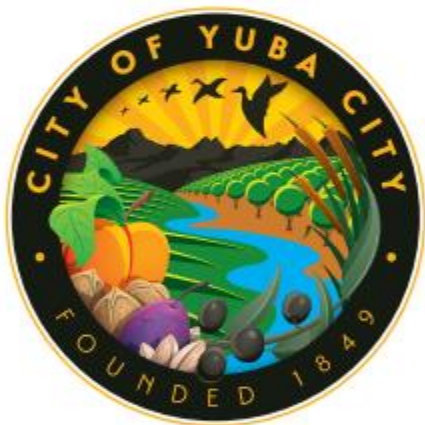
Tell us a little about your design:

Attachment 2: Previous City Sign





Attachment 3: City Brand Logo + Colors



Primary Colors



DRAKE

CMYK: C75 M35 Y90 K25
Spot (Pantone): 7734 C/U

RGB: R66 G109 B61
Hex (Web): #426d3d



WET SOIL

CMYK: C50 M50 Y60 K25
Spot (Pantone): 411 C/U

RGB: R114 G102 B88
Hex (Web): #726658

Secondary Colors



FIELD DUCK

CMYK: C60 M25 Y90 K25
Spot (Pantone): 7742 C/U

RGB: R94 G125 B60
Hex (Web): #5e7d3c

Accent Colors



SUNNY

CMYK: C0 M25 Y85 K0
Spot (Pantone): 1224 C/U

RGB: R254 G195 B64
Hex (Web): #fec340



ALMOND

CMYK: C0 M5 Y15 K20
Spot (Pantone): 7527 C/U

RGB: R210 G199 B181
Hex (Web): #d2c7b5



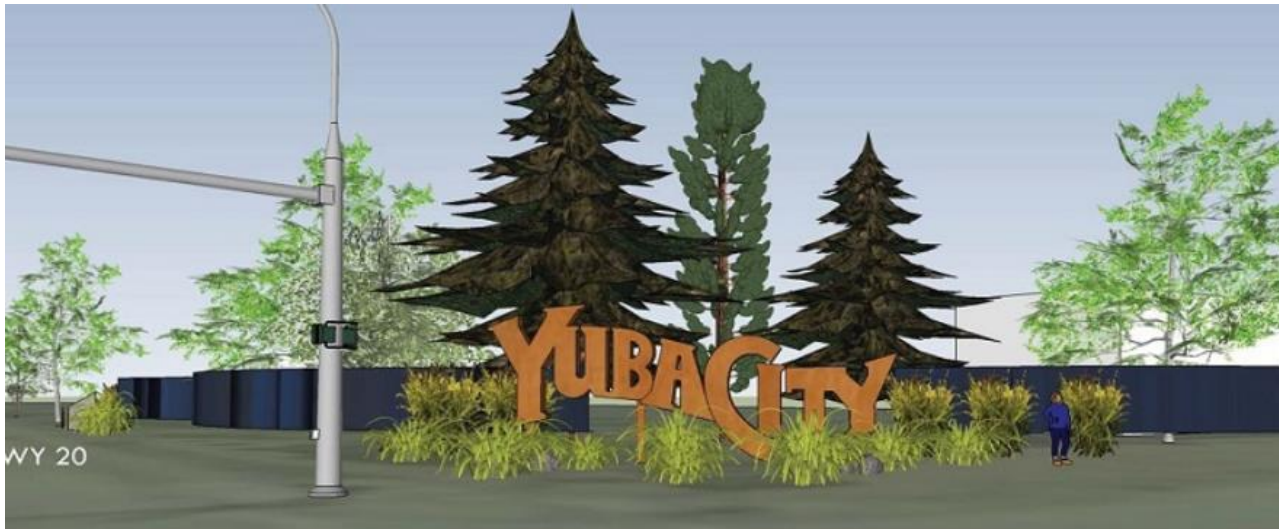
PLUM

CMYK: C75 M100 Y30 K40
Spot (Pantone): 2627 C/U

RGB: R69 G20 B77
Hex (Web): #45144d

Attachment 4: SR 20 Master Plan

View online here - <https://www.yubacity.net/cms/one.aspx?pageId=3051556>



CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Water Tower Plaza Name and Mural Designs - Ad Hoc Committee
Recommendation: Establish and designate two (2) Council members to facilitate the Water Tower Plaza Name and Mural Design Ad-Hoc Committee
Fiscal Impact: Minor staff costs associated with time supporting the committee.

Purpose:

To review the mural design submissions received during the Call for Artists, review the name submissions for the proposed plaza under the water tower, and recommend next steps for implementation.

Council's Strategic Goal:

This item addresses two Council Strategic Goals, "Business Friendly" and "Quality of Life." The plaza project will make the downtown area a more attractive place for residents by creating a new plaza for the community to enjoy and use for events. The plaza name and mural designs are key components of the project.

Background:

In 2022, the California Department of Transportation (Caltrans) created the Clean California Local Grant Program (CCLGP) to fund projects which would clean and beautify public spaces, to improve spaces for walking and recreation. Through the review of this grant opportunity, City staff determined that the grant could fund multiple improvements along Plumas Street, while also making new improvements.

In March of 2022, the City received a notification from Caltrans that it had been awarded \$2,235,628 for the Plumas Street project, which includes the following improvements to the downtown area:

- Water Tower
 - Abate lead paint and remove old lighting systems on the water tower
 - Re-paint the water tower and install new logos which match current City Standards
 - Install new multi-colored LED uplighting on water tower

Park Under/Adjacent to Water Tower

- Park/common area with a shade structure
 - Playscape Installation
 - Drought-tolerant landscaping installation
 - Digital event board installation
 - Public Mural Installation
-
- Plumas Street Improvements
 - Installation of trash/recycling bins from Bridge Street to State Route 20
 - Installation of an illuminated Gateway Arch at the downtown area entrance, which compliments Plumas Street's current architectural style
-
- Center Street:
 - Install festoon-style lighting that crisscrosses over Center Street
 - Install trash/recycling bins along Center Street

Analysis:

The mural component of this project will consist of installing murals on the walls of the buildings adjacent to the new plaza; Lee's Canton, and Babies to Teens Consignment Shop. Staff has been coordinating directly with Yuba Sutter Arts and Culture to issue a statewide Call for Artists which will yield a variety of mural designs. The Call for Artists will provide the artists concept ideas for said murals. Some concepts proposed to date are as follows:

- Past-to-present theme to highlight growth and development throughout Yuba City
- Live, work, play, and walkability
- Plumas Street then and now
- City's first Fire Department using historical photos for reference
- 1850s: Newly formed Yuba City area with steamboat landing, small town near the Feather River
- 1908: City incorporation, fire station under the water tower
- Post 1908 with significant dates/events
- Hidden objects within murals such as Prunes (Sunsweet) and Yuba City Chickens

Additionally, staff has received community input regarding the new plaza's name. With multiple ideas for names being submitted, staff wants to ensure all ideas are reviewed, and the best option for the plaza is decided through an Ad-Hoc committee.

Staff recommends establishing an Ad Hoc Committee for the review and selection process for the two murals and plaza name, and to recommend next steps for implementation. The two Councilmembers designated to facilitate the Ad Hoc Committee will select a Committee member from the Downtown Business Association, the subject building owners, and each Commission – Planning Commission, Senior Commission, Parks & Recreation Commission, and Youth Commission. Staff will coordinate with the Ad Hoc Committee to facilitate meetings and coordinate the preparation of a report with recommendations applicable to the entire City Council. Staff anticipates that the final recommendations be made in early-spring of 2024.

Fiscal Impact:

Minor staff costs associated with time supporting the committee.

Alternatives:

Do not form a committee, and provide staff with direction on the selection of mural designs and plaza name directly.

Recommendations:

Establish and designate two (2) Council members to facilitate the Water Tower Plaza Name and Mural Design Ad-Hoc Committee.

Attachments:

1. Attachment 1 - Plaza Renderings & Mural Locations

Prepared By:

Josh Wolffe
Associate Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

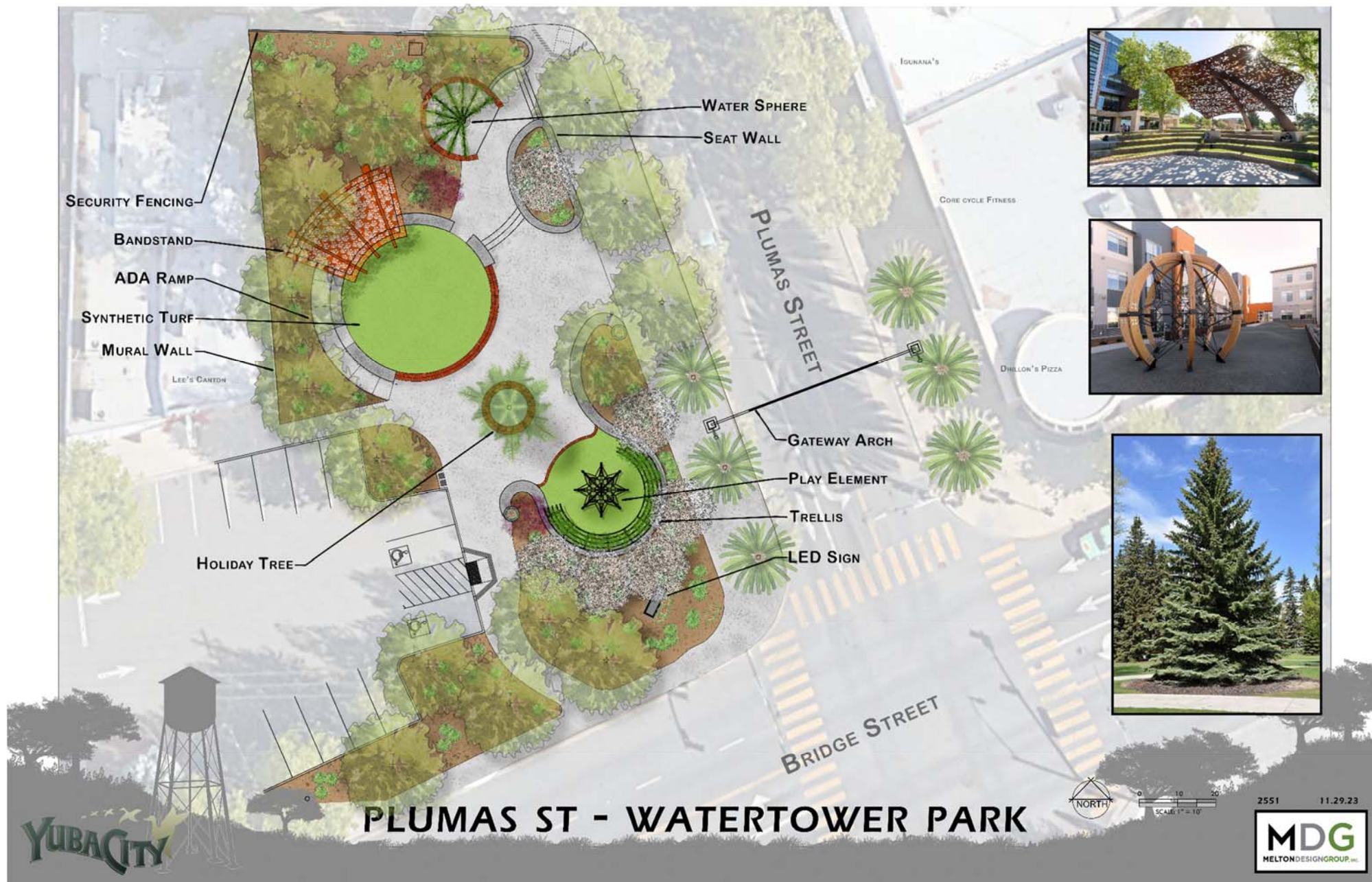


Figure 1: Plan view of new plaza.



Figure 2: Overhead rendering of new plaza.



Figure 3: Lee's Canton mural wall.



Figure 4: Babies to Teens Mural Wall

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Fire Department
Presentation By: Jesse Alexander, Fire Chief, Brian Baker, Police Chief

Summary

Subject: Fiscal Year 23/24 Public Safety Mid-Year Budget Adjustment
Recommendation: Adopt a Resolution authorizing the Finance Director to make a supplemental appropriations and related transfers for the items noted below:

Fire Department - \$927,067 to account 2310-61430, utilizing projected salary savings within the General Fund, 100. Should this projected salary savings not materialize, authorize the Finance Director to transfer up to \$975,067 from unallocated General Fund CIP

Police Department - Overspend accounts 2120-63601 and 2130-62701 and offset with salary savings

Fiscal Impact: Fire Department - The requested budget adjustment will impact salary savings from General Fund in the amount of \$975,067

Police Department - Overspend accounts 2120-63601 and 2130-62701 in the amount of \$196,500 and offset this amount with salary savings

Purpose:

Make appropriate budget adjustments to provide for critical Public Safety infrastructure, operations and equipment.

Council's Strategic Goal:

These recommendations support the City Council's Strategic goal of Public Safety.

Background:**FIRE DEPARTMENT**

The Operations Division of the Yuba City Fire Department staffs five Fire Stations with a daily minimum staffing of 17 personnel. This includes (4) 3-person Fire Engines, (1) 4-person Aerial Ladder Truck, and (1) Battalion Chief, which operates 24-hours a day, 365-days a year. Prior to March 2023, the

daily minimum staffing was 16 personnel per day; however, in 2023 the Staffing for Adequate Fire and Emergency Response (SAFER) Grant allowed the Fire Department to place a 4th-person on the Aerial Ladder Truck and the intent of the grant was to maintain a daily operational staff of 17 personnel (including the Battalion Chief). The SAFER grant did provide flexibility so that during a Fire Station closure situation due to COVID, Mutual Aid deployments, or draw down situations, the 4th-person on the Aerial Ladder Truck could be reassigned to maintain an open Fire Station. The Yuba City Fire Department has implemented that flexibility on 14 occasions during Fiscal Year 23/24 to maintain an open Fire Station by pulling the 4th-person off the Aerial Ladder Truck and filling vacant positions on Fire Engines when personnel were unavailable.

Personnel assigned to their normal work schedule may be off-duty for a variety of reasons, which may include vacation, sick, family sick leave, industrial disability injuries, or training. When an individual is on one of these types of leave, his/her position on the Fire Apparatus must be back-filled with overtime personnel in order to maintain a daily operational staff of 17 personnel. These overtime costs for back-filling a position on the Fire Apparatus are charged to the Fire Department's overtime fund account, 2310-61430.

POLICE DEPARTMENT

The Police Department is in critical need of infrastructure repairs. Those repairs are inclusive of a new roof and slip resistant flooring in the interior of the building. Additionally, in the investigations unit, a need has been identified to upgrade the storage capabilities for digital evidence that is collected during criminal investigations and to enhance the capability to extract evidence from digital devices. In order to address the data extraction, the City's contract with Cellebrite needs to be extended.

Analysis:

FIRE DEPARTMENT

The Fire Department's budget, including the overtime budget, is established and approved at the beginning of each fiscal year, which may be amended throughout the year due to unforeseen circumstances. The following are the overtime budget amounts and end-of-year actuals for the fund account, 2310-61430 (overtime-regular):

| <u>Budget Year</u> | <u>Budget Amount</u> | <u>End of Year Actual</u> |
|----------------------|----------------------|---------------------------------------|
| • Fiscal Year 23/24: | \$972,610.00 | Anticipated projection \$1,947,676.73 |
| • Fiscal Year 22/23: | \$1,675,011.00 | \$1,671,363.77 |
| • Fiscal Year 21/22: | \$1,197,200.00 | \$1,807,697.73 |
| • Fiscal Year 20/21: | \$904,437.00 | \$1,839,344.51 |
| • Fiscal Year 19/20: | \$901,399.00 | \$1,387,718.72 |

The anticipated end of year actual for Fiscal Year 2023/2024, is due to an unanticipated and abnormally large increase in industrial disability injuries (Workers Comp) and Family and Medical Leave Act (FMLA) usage. During the first six and half months of this fiscal year, the Yuba City Fire Department had ten individuals on leave due to industrial disability injury, totaling 6,925.75 hours of leave. This resulted in approximately \$420,204.38 to hire back-fill overtime to replace those injured personnel.

During the calendar year 2023, Fire Department operation staff had fifteen babies, which resulted in personnel utilizing FMLA leave. During the first six and half months of this Fiscal Year, the Yuba City Fire Department had eight individuals on FMLA leave, totaling 1,584 hours of leave. This resulted in

approximately \$91,270.56 to hire back-fill overtime to replace those on FMLA leave.

The total approximate overtime for hiring for industrial disability injuries and FMLA leave is \$511,474.94. These leave usages are anticipated to be utilized for the remainder of the fiscal year. In addition, to the leave usage referenced above, the Fire Department is obligated to perform back-fill overtime for personnel on normal vacation and sick leave usage. As a result, staff has determined that the anticipated final projection of overtime will result in an approximate balance of \$1,947,676.73. In an effort to maintain transparency and to meet the budget, the Fire Department will need an additional \$975,067 to accomplish that objective.

POLICE DEPARTMENT

Cloud-Based Digital Storage

The Investigations Unit has the need to transition to cloud based storage due to the rapidly evolving digital world. Cloud-based digital storage is a solution to not only the physical storage of discs and physical drives, but also to prevent the possible loss of digital evidence on those drives through the natural deterioration of the drive. Cloud Based Digital Storage is stored in secure locations protected from natural disasters, accidents, or cyber-attacks. In order for a cloud-based digital storage system to be effective for Law Enforcement, it needs to track audit trails, and provide ease of discovery or disbursement. An additional demand is the security of the data that is stored. One such product is provided by Axon Enterprises, Inc. The Police Department already contracts with Axon Enterprises for body worn cameras, vehicle mounted cameras, and tasers. This unlimited storage option will also assist patrol personnel, as victims of crimes in the community will be able to upload larger video files to the system. The cost based on a recent active quote is approximately \$68,500.00 for 3 years of unlimited cloud-based storage.

Cellebrite Phone Analyzer

A primary investigative tool is digital evidence contained in cell phones. The current cell phone analyzer version being utilized by our Investigations unit needs to be upgraded as it is becoming obsolete. The company will force the upgrade in the near future. Currently it takes two separate computer processes for one phone to be forensically downloaded and viewable. The upgrade combines those processes into one allowing for quicker turn-around time for phone extractions. It is not uncommon for technicians (two of our detectives) to have more than 10 phones that are in line to be processed. One phone could take up to one work-day to process completely. This pulls a detective from normal case-work to focus on cell phone processing. The cost is based on a recent active quote from Cellebrite, is approximately \$32,000.00 for 4 years of licensing.

Police Department Roof Repair

Facilities Maintenance staff have been attempting to fix leaks in the roof throughout the entire police facility, and all they are able to do is continue to patch the leaks. Staff is recommending having an elastomeric roof system installed, this is the exact roof system that has been installed at several other city facilities that had issues with roof leaks. This system has proven to be very effective in prolonging the roofs at other facilities within the City. During the hot summer days, it reflects the heat from the building which helps keep the building cool. Since being installed at other facilities those facilities have not experienced further roof leaks. The estimated cost for this project is \$70,000.

Police Department Flooring

Facilities Maintenance staff have identified the need to have the concrete floors in the common areas of the police department to be grinded down and have a polyurea based coating with polyaspartic topcoat applied. The concrete floor is in poor condition, there is cracking throughout the entire building, and the coating has deteriorated. The shine is gone, and it can become slippery because there is no slip-resistant coating left on the flooring due to the age of the flooring. The new flooring surface that staff recommends installing will bring back finish to the concrete and improve safety for employees who

are in and out of the building day and night.

This flooring would also be applied to the to the main lobby and the west wing of the building. There are currently three different types of flooring just in the west wing and main lobby. The tile is slippery, the carpet is old and difficult to maintain in a sanitary condition. The west portion of the lobby has VCT tile that has ripples caused from the moisture of the concrete. The approximate cost of this repair is \$36,000.

We are not requesting a budget increase to the FY 23-24 Police Department budget. We are requesting authorization to overspend the following accounts in the amount of \$196,500.00:

2120-63601 (Building Maintenance)

2130-62701 (Investigations Technology)

This amount will be covered by salary savings from FY 23-24.

Fiscal Impact:

Fire Department - The requested budget adjustment will impact salary savings in the General Fund in the amount of \$975,067.

Police Department - Overspend accounts 2120-63601 and 2130-62701 in the amount of \$196,500 and offset this amount with salary savings. No additional General Fund dollars are needed to accomplish these tasks.

Alternatives:

1. Modify the recommended amount of salary savings from the General Fund.
2. Direct staff to pursue other options for maintaining budget requirements.

Recommendation:

Adopt a Resolution authorizing the Finance Director to make a supplemental appropriation and related transfers for the items noted below:

Fire Department - \$927,067 to account 2310-61430, utilizing projected salary savings within the General Fund, 100. Should this projected salary savings not materialize, authorize the Finance Director to transfer up to \$975,067 from unallocated General Fund CIP.

Police Department - Overspend accounts 2120-63601 and 2130-62701 and offset with salary savings.

Attachments:

1. Mid Year Budget Adjustment Resolution

Prepared By:

Jesse Alexander & Brian Baker
Fire Chief / Police Chief

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE SUPPLEMENTAL
APPROPRIATIONS TO THE FOLLOWING OPERATING BUDGET**

WHEREAS, the Fire Department submitted a budget plan for the following fiscal year, anticipating needs over a 15-month period and

WHEREAS, operating budgets have unforeseen and necessary items, and

WHEREAS, City staff have evaluated their budgets, including revenues and expenses that need to be addressed by the City Council;

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

1. The Finance Director is authorized to make supplemental appropriations and related transfers for the item noted below.
 - A. Fire Department - \$975,067 to account 2310-61430, utilizing projected salary savings within the General Fund, 100. Should this projected salary savings not materialize, authorize the Finance Director to transfer up to \$975,067 from unallocated General Fund CIP.
 - B. Police Department – Overspend accounts 2120-63601 and 2130-62701 and offset with salary savings.
2. This Resolution shall take effect immediately.
3. The City Council finds these actions are in the city's best interest.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed, and adopted at a regular meeting held on the 20th day of February 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Ann Gillen, Community Services Director

Summary

Subject: Shanghai Garden Park Playground Replacement Project Award and Purchase

Recommendation: Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class 2 Categorical Exemption

B. Awards a construction contract to BCI Burke Company in the amount of \$258,940.76 through Sourcewell Contract No. 010521-BUR, with the finding that it is in the best interest of the City

C. Authorizes the City Manager to execute all necessary documents related to the project

D. Authorizes the Finance Director to make the budget transfers necessary to fund the Shanghai Garden Park Playground Replacement Project

Fiscal Impact: Total Project Cost: \$258,940.76

\$130,000 - Account No. 901222 (Annual Playground Replacement)

\$50,000 - Account No. 901298 (Town Center Fountain)

\$78,940.76 - Account No. 901259 (Well Installations & Upgrades)

Purpose:

To maintain and enhance the City's quality of life through safe parks and promote healthy opportunities for residents of all ages.

Council's Strategic Goal:

Improving infrastructure and improving the quality of life for our community.

Background:

As part of the comprehensive operation and maintenance of the City's recreation facilities, staff routinely inspect and evaluate the safety and functionality of the equipment at each of the City's 16 parks that have play structures. Recommendation for equipment replacement is based on age, condition, industry standards, and regulatory compliance. The playground equipment at Shanghai Garden Park has been

identified for replacement based on these areas of evaluation. The lifespan of play equipment is typically 15-20 years. The Shanghai Garden Park playground is currently 24 years old.

At the August 15, 2023 City Council Meeting, two residents from the Shanghai Park neighborhood spoke about how multiple pieces of playground equipment are damaged, worn out and are unsafe. Staff was directed to develop options and bring them to Council for consideration.

Analysis:

Staff inspected and evaluated the playground equipment at Shanghai Garden Park in order to identify the current safety and risk factors. Based on the extent of damage, staff came up with options to provide a safer environment for the residents utilizing the equipment. At the September 19, 2023 Council Meeting, Council recommended moving forward with removing the 5-12 aged playground immediately and reallocating funds to cover the cost of purchasing a new playground.

On November 28, 2023 Parks staff held a Community Meeting where they presented four different playground options for replacement. The residents of Shanghai Garden Park area voted on which option they preferred. The most popular option was that which was provided by BCI Burke Company (Burke). On January 22, 2024, Parks staff presented the playground options to the Parks & Recreation Commission. The Parks & Recreation Commission also chose Burke's option as their preferred option. In order to expedite the procurement process, staff recommends utilizing the Sourcewell Cooperative Program (Sourcewell).

Sourcewell gathers nationwide bids for products and services resulting in time and cost efficiencies through the procurement process, and better purchasing leverage due to a nationwide scope. The City has utilized Sourcewell on various occasions in recent years for purchases and construction contracts, with great results. Some of these include: purchase and installation of playground equipment, the design/build contract for the bike park at Didar S. Bains Park, the Blackburn Talley LED Stadium Lighting Retrofit, and the storm drain installation for Didar S. Bains Park.

Fiscal Impact:

Burke's Sourcewell Contract is \$258,940.76 for the proposed scope of work. The project is proposed to be funded primarily through CIP Account No. 901222 (Annual Playground Replacement). Currently the Account has a balance of \$130,000, which is \$128,940.76 less than what is needed to construct the project. To fund a portion of the shortfall, staff reviewed the Community Service's list of CIP projects to determine if any projects have available funding that is not immediately needed. Staff determined that there are available funds in CIP Account No. 901298: Town Center Fountain and CIP Account No. 901259: Well Installations & Upgrades.

The Town Center Fountain restoration project is not projected to be completed in the near future, and its account has a current balance of \$72,333.64. Staff recommends performing a budget transfer in the amount of \$50,000.00 from account number 901298-65501 (Town Center Fountain) to account number 901222-65501 (Annual Playground Replacement).

Lastly, the Well Installations & Upgrades project is not projected to be completed in the near future, and its account has a balance of \$171,327.07. Staff recommends performing a budget transfer in the amount of \$78,940.76 from account number 901259-65501 (Well Installations & Upgrades) to account number 901222-65501 (Annual Playground Replacement) to fund the remainder of the Project's shortfall.

Environmental Determination:

Staff has performed a preliminary environmental assessment of this project and determined that it falls within a Class 2 Categorical Exemption set forth in CEQA Guidelines Section 15302, as the Project's scope consists of the replacement of the existing playground structures with new structures of substantially the

same size, purpose, and capacity. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15302 apply to this Project.

Alternatives:

Do not award the Sourcewell Contract to BCI Burke Company and utilize the standard formal bidding procedures. This will result in Project delays.

Recommendation:

Adopt a Resolution which takes the following actions:

- A. Adopts a CEQA Class 2 Categorical Exemption
- B. Awards a construction contract to BCI Burke Company in the amount of \$258,940.76 through Sourcewell Contract No. 010521-BUR, with the finding that it is in the best interest of the City
- C. Authorizes the City Manager to execute all necessary documents related to the project
- D. Authorizes the Finance Director to make the budget transfers necessary to fund the Shanghai Garden Park Playground Replacement Project

Attachments:

- 1. Resolution
- 2. Equipment Renderings

Prepared By:
Maddy Laffond
Community Services Administrative Assistant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING A CEQA CLASS 2 CATEGORICAL EXEMPTION; AWARDING A CONSTRUCTION CONTRACT TO BCI BURKE COMPANY, INC. IN THE AMOUNT OF \$258,940.76 THROUGH SOURCEWELL CONTRACT NO. 010521-BUR, WITH THE FINDING THAT IT IS IN THE BEST INTEREST OF THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS RELATED TO THE PROJECT; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE NECESSARY BUDGET TRANSFERS TO FUND THE SHANGHAI GARDEN PARK PLAYGROUND REPLACEMENT PROJECT

WHEREAS, the City of Yuba City desires to utilize Sourcewell Cooperative Contract No. 010521-BUR for the procurement of the Shanghai Garden Park Playground Replacement Project construction contract at a competitively bid, negotiated price; and,

WHEREAS, Sourcewell Cooperative awarded Contract No. 010521-BUR to BCI Burke Company, Inc of Fond du Lac, WI following a nationwide competitive Request for Quotation process; and,

WHEREAS, the City desires to award the bid to BCI Burke Company, Inc. of Fond du Lac, WI through the Sourcewell Cooperative Contract No. 010521-BUR negotiated price of \$258,940.76.

NOW, THEREFORE, be it resolved by the City Council of Yuba City as follows:

- Section 1. The City Council finds and determines that a Class 2 Categorical Exemption set forth in the California Environmental Quality Act (CEQA) Guidelines, Section 15301, applies to this project, as the Project's scope consists of the replacement of the existing playground structures with new structures of substantially the same size, purpose, and capacity. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this Project.
- Section 2. The City Council of the City Yuba City awards the construction contract to BCI Burke Company Inc, of Yuba City, CA by piggybacking on the Sourcewell Cooperative Contract No. 010521-BUR negotiated price of \$258,940.76, with the finding that it is in the best interest of the City.
- Section 3. The City Manager is authorized to execute any agreement or other document required for the purchase subject to approval as to legal form by the City Attorney.
- Section 4. This Resolution shall take effect immediately.

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 20th day of February 2024.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A - Quote: Sourcewell Contract Number 010521-BUR

EXHIBIT A



| |
|---|
| Remit Payment to: |
| BCI Burke Company
PO Box 549
Fond du Lac, WI 54936-0549 |

| |
|-------------------------------|
| Prepared on behalf of: |
| James Ferguson - 920.251.9120 |

| |
|--|
| Accepted and Approved |
| <i>The undersigned hereby agrees to the charges listed in this quotation and to the attached terms and conditions. An order will be placed in accordance to this quotation unless otherwise noted.</i> |
| Signed: _____ Dated: _____ |
| Print Full Name & Title _____ |

| Quotation # | Date | Expiration Date | Est. Lead Time | Payment Terms | Prepared by | | | | | | | | | |
|-------------------------------------|--|---|---|---------------|--|---------------------|--------------------|--|--|--|--|--|--|--|
| 9506-2 | 1/30/2024 | 2/29/2024 | 6-8
Weeks from
Order Date | Net30 | Nellie Xiong
Sales Administrative Assistant | | | | | | | | | |
| Project Name | | | Proposal Number | | Member ID Number | | | | | | | | | |
| Shanghai Garden Park | | | 995-174853-2 | | 84769 | | | | | | | | | |
| Site Contact | | Billing | Shipping | | Site Location | | | | | | | | | |
| TBD | | City of Yuba City
Ernesto Hernandez
1185 Market Street
Yuba City, CA 95993
530-632-2035 | City of Yuba City
Ernesto Hernandez
1185 Market Street
Yuba City, CA 95993
530-632-2035 | | Shanghai Garden Park
2371 Drummond Drive
Yuba City, CA 95991 | | | | | | | | | |
| Call 24 Hours Before Delivery | | | | | County of Installation | | | | | | | | | |
| TBD | | | | | Sutter County | | | | | | | | | |
| Product Code | Description | | | | Qty | Price | Total Price | | | | | | | |
| Equipment | Burke Equipment for ages 5-12 years per proposal | | | | 1 | \$174,838.00 | \$174,838.00 | | | | | | | |
| Discount | Sourcewell Discount (15%) | | | | 1 | -\$26,225.70 | -\$26,225.70 | | | | | | | |
| Discount | Courtesy Discount | | | | 1 | -\$8,741.90 | -\$8,741.90 | | | | | | | |
| Freight | Delivery of Burke Equipment | | | | 1 | \$8,900.00 | \$8,900.00 | | | | | | | |
| Install | Installation of Burke Equipment Does not include demo or prep work | | | | 1 | \$78,677.10 | \$78,677.10 | | | | | | | |
| | Open Market | | | | | | | | | | | | | |
| Site Work | Temporary security and site clean up to include removal of spoils, portable fencing, and portable restrooms. | | | | 1 | \$21,352.66 | \$21,352.66 | | | | | | | |
| Note | Customer responsible for removal of existing equipment and providing EWF on their own. | | | | | | | | | | | | | |
| Subtotal | | | | | | \$248,800.16 | | | | | | | | |
| Tax Rate (Subject to Change) | | | | | | 7.250% | \$10,140.60 | | | | | | | |
| Total | | | | | | \$258,940.76 | | | | | | | | |


Awarded Contract
Contract # 010521-BUR



To place an order, please review and return this signed quote with a copy of your purchase order and tax exempt certificate, if applicable, to avoid state/local sales taxes. Payment by credit card may be accepted; a 4.5% fee will be added per transaction.

| Explanation of Payment Terms |
|--|
| \$158,911.00 due 30 days after Burke equipment ship date.
\$100,029.76 due 30 days after completion of project. |



Terms of Sale

Acceptance by either a signature or a purchase order based on this quotation **incorporates all the terms and conditions** of Burke, Inc. set forth in the following:

If a mutually agreed upon contract has been signed, those terms and conditions will supersede these terms and conditions.

Prices are stated in USD and are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order.

Quoted lead times are based on normal production levels. Actual lead times may vary due to quantities ordered, seasonality and higher than normal production levels. Customer will receive an order acknowledgement which will state the anticipated ship date.

Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. Custom colors, where available, would be an additional charge.

If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and all items being ordered are shipped at the same time. Therefore, once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted in quotation.

Installation Terms:

A. Burke Responsibilities (Applicable if Burke quoted)

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Installation of Equipment and Materials
- Trash Clean Up (Not including cost for Dumpsters and Off-Site Trash Disposal unless noted)
- All Burke Structure shipments include a FREE Maintenance Kit (Includes Installation Booklet, Graftiti Remover, Tools and Touch Up Paint).

B. Optional Responsibilities (Must be clearly outlined in the applicable Burke quotation/contract):

- Removal of Existing Equipment.
- Underground Utility Check.
- Accept Delivery and Unload Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.).
- Provision of Temporary Fencing.

*All other responsibilities must be clearly outlined in the applicable quotation/contract.

Customer Responsibilities (Applicable if BCI Burke is NOT quoting installation):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Underground Utility Check.
- Accept Delivery and Unload Equipment.
- Provide Area for Storage and Staging.
- Provide Temporary Fencing.
- Secure Site and Equipment.
- Provide Access as Outlined below.

Building Permits

Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on final invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

Other Notes:

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed in conjunction with safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

ATTACHMENT 2







3D Designer: Karen

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: **THIS ITEM IS TIME CERTAIN AT 6:50 PM, FOR VERBAL COMMENT DIAL 1-866-730-7514 PIN# 663320**

Public Hearing No. 5 for Updating of City Councilmember District Boundaries for Annexed Property

Recommendation: A. Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City; and

B. Select a preferred updated district boundary map

Fiscal Impact: None

Purpose:

To receive a report on the districting process for annexed property and permissible criteria to be considered to modify district boundaries, conduct a Public Hearing to receive public input on district boundaries, and select a preferred map for updated Council district boundaries.

Council's Strategic Goal:

Including recently annexed areas into the City Council District Boundaries addresses the City Council's overarching goal of quality of life.

Background:

Prior to the November 2022 election, City Councilmembers were elected at-large in which every voter in the City voted for each member of Council, regardless of where the voter or the candidate is registered to vote in the City. Under a district-based system of elections, the City is divided into districts, candidates may only run for the seat representing the district in which they are registered to vote, and voters may only vote for a candidate from their district. One of the reasons for the transition is that district elections are consistent with the California Voting Rights Act (CVRA), which encourages district elections for communities with a significant population of minority groups.

Between September 21, 2021, and February 1, 2022, the City Council held five public hearings to establish a District-Based System of Elections for members of the City Council. On February 1, 2022,

City Council adopted an Ordinance adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to establish a District-Based System of Elections for members of the City Council. The Ordinance is based on the National Demographics Corporation (NDC) Green Map (NDC Green Map), which is based on data from the 2020 census, and includes election sequencing to transition to a District-Based System of Elections.

Since the adoption of the current boundary maps, there have been significant annexations in the southwest and southern portions of Yuba City, adjacent to Council Districts 4 and 5. The annexed areas are currently primarily vacant agricultural land. The Council District Boundary Maps need to be modified to incorporate the annexed areas and be adopted prior to April 2024.

On November 7, 2023, a Public Hearing was held to receive input from the community regarding updating the District Boundaries to include annexed properties. One member of the public spoke and recommended that the boundaries for Districts 4 and 5 be split at Highway 99. There was no public comment at the Public Hearings held on December 19, 2023, January 16, 2024, and February 6, 2024.

Analysis:

Process

The City Council typically chooses where the district lines will be drawn every 10 years based on the latest U.S. Census. Between these regular 10-year updates, changes to district boundaries are typically not allowed under the Elections Code. However, there is an exception to circumstances here, as new territory has been annexed into the City and the total annexed territory contains less than 25% of the City's population. In such cases, the City Council may update the district boundaries to allow for the new members of the community to vote in City elections, etc.

State laws set strict criteria for the update of the district boundaries in such circumstances. Specifically, the City Council is required to add the new territory "to the nearest existing Council district without changing the boundaries of other Council district boundaries."

Even though the criteria for setting the boundaries for annexed property is constrained by State law, the default procedures for redistricting boundaries still apply. Under these procedures, the public will have the opportunity to draw and submit district maps for Council's consideration, and the City may develop its own maps for consideration. By law, the City must hold at least five public hearings that enable community members to provide input on the drawing of district maps:

- One Public Hearing was held on November 7, 2023, to invite public input regarding the composition of the City's voting districts before any draft maps are drawn.
- Three Public Hearings were held on December 19, 2023, January 16, 2024, and February 6, 2024, to invite public input regarding the composition of the City's proposed modifications to the voting districts based on the attached draft map.
- The final Public Hearing will be held this evening to invite public input regarding the composition of the City's proposed modifications to the voting districts based on the attached draft map. The Council will select a preferred updated district boundary map.
- Immediately after the final Public Hearing, an ordinance will then be separately presented for introduction to the City Council establishing a map with modified voting division boundaries at this evening's meeting. The ordinance will then be presented for final adoption on March 5, 2024.

Mandatory Criteria for Creating Districts

While public input concerning the composition of the City's voting divisions will be considered, as noted above there are several mandatory criteria that the City must comply with when the actual divisions are created:

1. Any annexed property must be added to the nearest existing Council district; and
2. No other changes to existing Council districts can occur.

Fiscal Impact:

There is no fiscal impact to modifying the boundaries other than staff time to prepare the necessary staff reports and modify the district boundary maps.

Alternatives:

Decline to hold a Public Hearing at this time.

Recommendation:

A. Conduct a Public Hearing to receive public input on district boundaries to account for property annexed to the City; and

B. Select a preferred updated district boundary map.

Attachments:

1. Attachment 1 - Council Districts Map with Annexations
2. Attachment 2 - Council Districts Map with Proposed Boundary Modifications

Prepared By:

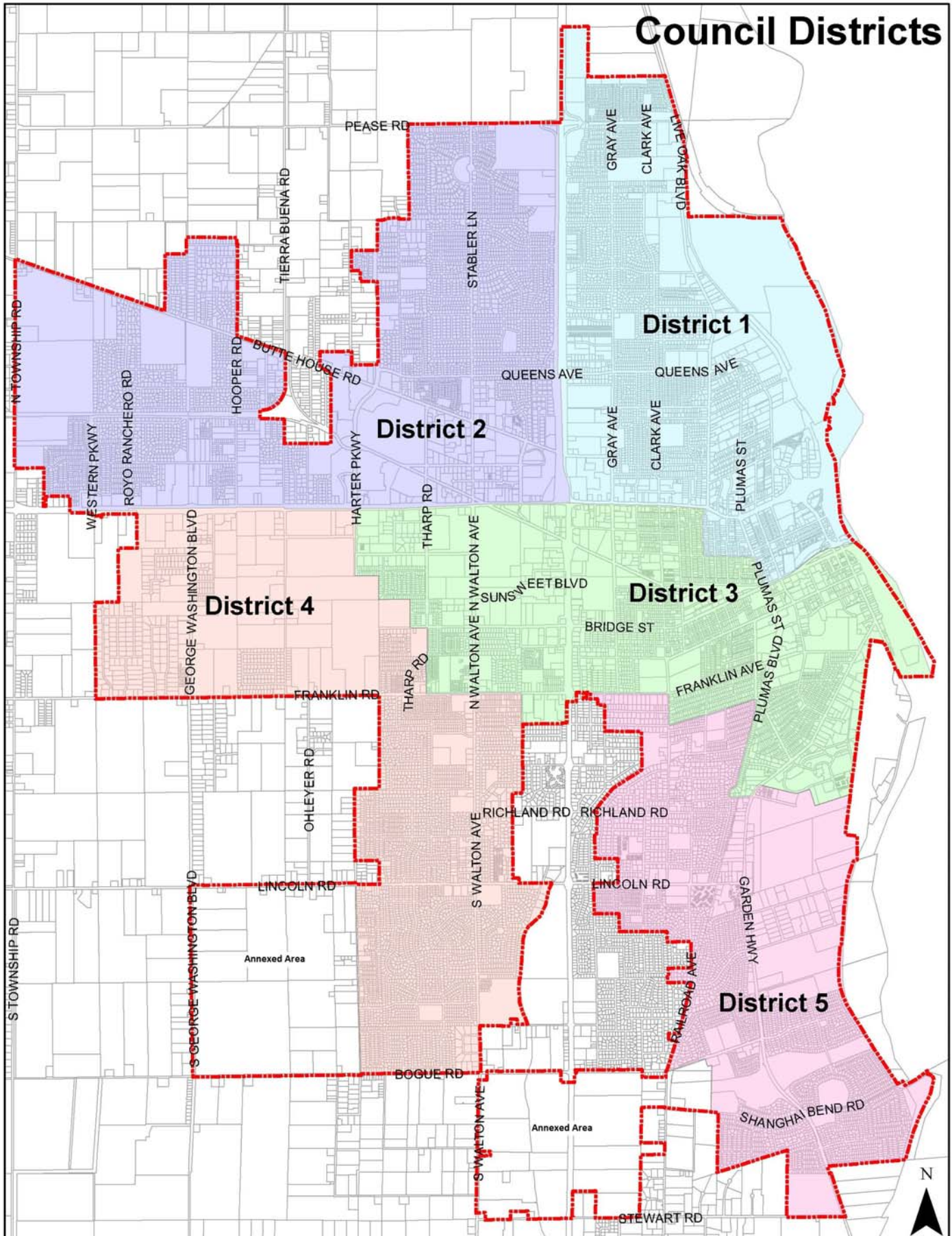
Diana Langley
City Manager

Submitted By:

Diana Langley
City Manager

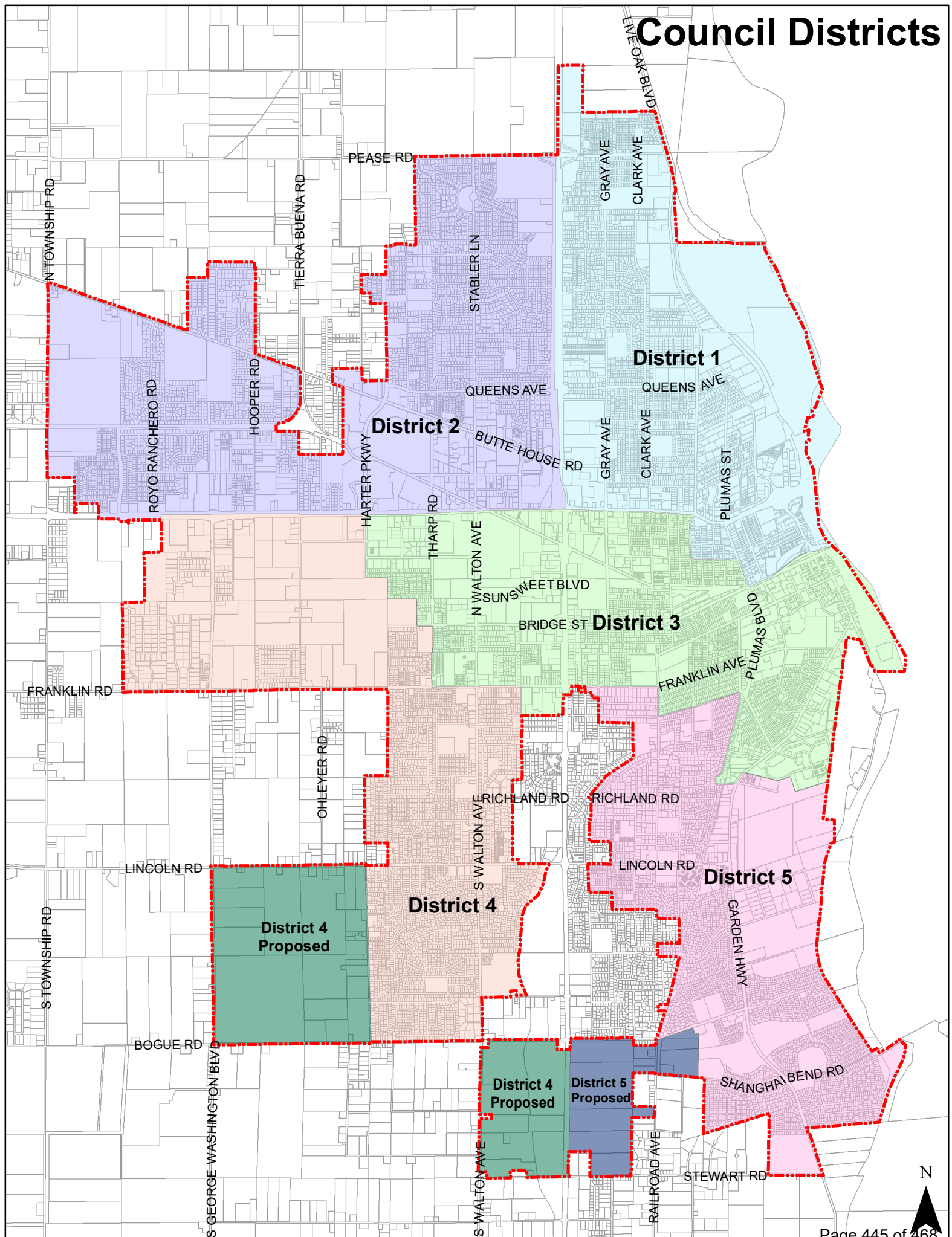
ATTACHMENT 1

Council Districts



ATTACHMENT 2

Council Districts



CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Adoption of updated District Boundaries to include property annexed into the City
Recommendation: Introduce, by title only, an Ordinance of the City Council of the City of Yuba City amending Section 2-9.05 of the Yuba City Municipal Code and adopting revised district boundaries, and waive the first reading
Fiscal Impact: None

Purpose:

The City Council has held five public hearings to receive public input on district boundaries to account for property annexed to the City. To complete this process, and to allow for members of the public residing in the annexed territory to participate in local elections, an ordinance is being introduced to allow for updating of District boundaries.

Council's Strategic Goal:

Including recently annexed areas into the City Council District Boundaries addresses the City Council's overarching goal of quality of life.

Background:

As explained in greater detail in the prior Agenda item, every 10 years Election Code section 2160 requires cities with by-district election systems to redraw their district boundary maps to ensure compliance with the California and federal Voting Rights Acts. This process, called redistricting, ensures that all districts have a nearly equal population. The City adopted its current district boundaries in 2022 based on 2020 consensus data as required by law.

Since the adoption of the current boundary maps, there has been significant annexations in the southern portion of the City, adjacent to Council Districts 4 and 5. The annexed areas are currently predominantly agricultural land with several homes. While the areas are in the City, they are not within a Council district, thus the Council District Boundary Map must be modified to incorporate the annexed areas.

Analysis:

State laws set strict criteria for the updates of the district boundaries in such circumstances. Specifically, the City Council is required to add the new territory "to the nearest existing Council district" without changing the boundaries of other Council district boundaries. As a result, the City's discretion is limited regarding the present annexation.

Over the period of several months, the City has held five public hearings to receive public comment as required by the Elections Code. The next step is to amend the City's Municipal Code to formally add the annexed territory. This is done by first introducing the ordinance, and then approving the ordinance at a subsequent regular meeting of the Council, which is currently proposed for March 5, 2024. As Districts 4 and 5 are the "nearest existing Council districts" to the annexed property, the ordinance proposes to add the annexed territories to Districts 4 and 5 consistent with the mandatory requirements of State law.

Fiscal Impact:

There is no fiscal impact to modifying the boundaries other than staff time to prepare the necessary staff reports and modify the district boundary maps.

Alternatives:

Decline to introduce the Ordinance at this time or continue the matter to a future meeting.

Recommendation:

Introduce, by title only, an Ordinance of the City Council of the City of Yuba City amending Section 2-9.05 of the Yuba City Municipal Code and adopting revised district boundaries, and waive the first reading.

Attachments:

1. Revised District Voting Ordinance(918364.1)
2. Exhibit A - City of Yuba City District Map

Prepared By:

Diana Langley
City Manager

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AMENDING SECTION 2-9.05 OF THE YUBA CITY MUNICIPAL CODE AND
ADOPTING REVISED DISTRICT VOTING BOUNDARIES**

WHEREAS, on February 1, 2022, the City Council adopted Ordinance No. 004-22, adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 9, Title 2 of the City Municipal Code, changing the City from an at large to a by-district voting system; and

WHEREAS, with that Ordinance, the City adopted boundaries for the City's five voting districts, and established an implementation schedule for conversion to by-district voting during the 2022 and 2024 election cycles, with the sequence of elections being Districts 1, 2, and 3 in 2022 (and every four years thereafter), and Districts 4 and 5 in 2024 (and every four years thereafter); and

WHEREAS, the annexation of the territory known as "Newkom Ranch" into the City was approved by the Sutter County Local Agency Formation Commission ("LAFCO") on July 18, 2021 (LAFCO File No. 2021-0001), and became effective on August 10, 2021; and

WHEREAS, the annexation of the territory known as "Kells East Ranch" into the City was approved by LAFCO on January 13, 2022 (LAFCO File No. 2021-0005), and became effective on April 22, 2022; and

WHEREAS, the annexation of the territory known as "Bains" into the City was approved by LAFCO on January 13, 2022 (LAFCO File No. 2021-0003), and became effective on May 12, 2022; and

WHEREAS, the annexation of the territory known as "Kells West" into the City was approved by LAFCO on March 10, 2022 (LAFCO File No. 2022-0001), and became effective on May 12, 2022; and

WHEREAS, the annexation of the territory known as "Lincoln East South" into the City was approved by LAFCO on May 12, 2022 (LAFCO File No. 2022-0003A), and became effective on April 11, 2022; and

WHEREAS, the forgoing territories are referred to herein as "New Territory"; and

WHEREAS, pursuant to California Elections Code Section 21603(A), "[If] the boundaries of a city expand by the addition of new territory, including through annexation of unincorporated territory or consolidation with another city, the council shall add that new territory to the nearest existing council district without changing the boundaries of other council district boundaries"; and

WHEREAS, the territory for the Newkom Ranch annexation is adjacent to District 5, and

WHEREAS, the territories for the Bains, Kells East, Kells West, and Lincoln East South annexations are adjacent to District 4; and

WHEREAS, on November 7, 2023, at a regular City Council meeting, the City Council held a public hearing to receive public input regarding the annexation of the New Territory; and

WHEREAS, on December 19, 2023, the City held a public meeting in the form of a hearing to receive public input regarding the annexation of the New Territory; and

WHEREAS, on January 16, 2024, at a regular City Council meeting, the City Council held a public hearing regarding the proposed map for the annexation of the New Territory; and

WHEREAS, on February 6, 2024, at a regular City Council meeting, the City Council again held a public hearing to regarding the proposed map for the annexation of the New Territory; and

WHEREAS, on February 20, 2024, at a regular City Council meeting, the City Council held a public hearing regarding the proposed map annexation of the New Territory; and

WHEREAS, the City Council now desires to enact this Ordinance to annex the New Territory into election districts, with the Bains, Kells East, Kells West, and Lincoln East South territory annexed to District 4, and the Newkom Ranch annexation to District 5.

NOW THEREFORE, the City Council of the City of Yuba City does ordain as follows:

SECTION 1. The above recitals are hereby incorporated by reference.

SECTION 2. The district map attached hereto as Exhibit “A” is hereby adopted as the “City of Yuba City District Map” as codified in Section 2-9.05 of the City Municipal Code and incorporated therein by this reference.

SECTION 3. This Ordinance is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is no possibility that the activity in question would have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 4: If any article, section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The Council hereby declares that it would have adopted this chapter and adopted each article, section, sentence, clause or phrase thereof, irrespective of the fact that any one or more articles, sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

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

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 20th day of February, 2024, and passed and adopted at a regular meeting held on the 5th day of March, 2024 .

AYES:

NOES:

ABSENT:

ABSTAIN:

Shon Harris, Mayor
City of Yuba City

ATTEST:

APPROVED AS TO FORM:

Ciara Wakefield, Deputy City Clerk

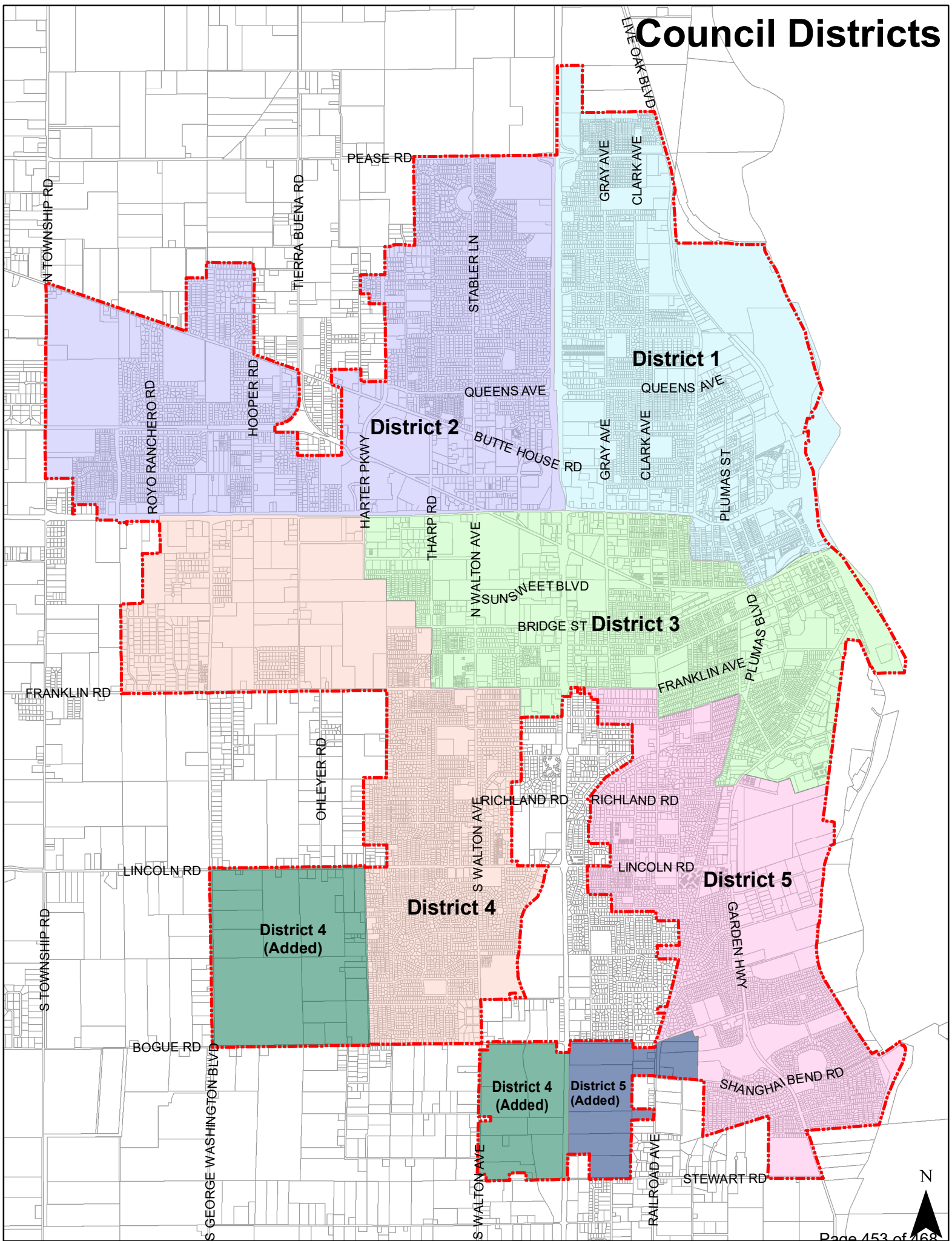
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit "A": City of Yuba City District Map

EXHIBIT “A”

City of Yuba City District Map

Council Districts



Council Districts

District 4 Addition

OHLEYER RD

RICHLAND RD

LINCOLN RD

S WALTON AVE

District 4

District 4 (Added)

S WALTON AVE

BOGUE RD

District 4 (Added)

STEWART RD

S WALTON AVE

S GEORGE WASHINGTON BLVD

N

Council Districts

District 5 Addition

**District 5
(Added)**

BOGUE RD

RAILROAD AVE

SHANGHAI BEND RD

STEWART RD

N

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Community Sponsorship Request - Playzeum
Recommendation: Consider the sponsorship request from Playzeum, and if approved:
Adopt a Resolution approving the sponsorship request from Playzeum
Fiscal Impact: Monetary sponsorship in the amount of \$2,000.00 (Account 4220-66015)
Estimated costs associated with staff time for the event: \$1,816.62

Council's Strategic Goal:

This item addresses City Council's overarching strategic goal of "Quality of Life."

Purpose:

City sponsorships reflect support of specific programs or events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program or event.

Background:

On January 18, 2022, Council adopted an Amended Community Sponsorship Policy which specifies the following factors that will be considered during the approval process:

- The City Council will approve all monetary sponsorship requests at a public meeting
- Resources available (e.g., budget, staff, workload capacity, etc.)
- Compatibility with the strategic goals of the City Council and the mission of Yuba City
- Impact of an event on City Facilities
- Risk to the City
- The ability of the organization to obtain liability insurance naming the City as an additional insured
- The overall benefit to the community

In February 2024, a sponsorship request was received from:

Playzeum

Playzeum's mission is to provide our local community with programs, services and hands-on play exhibits where all children, families and community members of diverse backgrounds and abilities can explore, discover, create and learn together. Their annual Touch-a-Truck event provides an opportunity for more than 3,500 residents to get up close with a variety of vehicles including a helicopter, garbage truck, concrete mixer, and tow truck just to name a few.

As part of the Touch-a-Truck event scheduled for April 13, 2024, Playzeum has requested a monetary sponsorship up to \$2,000.00 and in-kind services including the participation of any available City service vehicles including but not limited to a Fire Engine and Public Works/Parks/Police vehicles. In previous years, the City has provided in-kind support for this event.

Analysis:

A monetary sponsorship of up to \$2,000.00 would utilize the City's dedicated sponsorship accounts:

| Account Number | Description | Budget Amount | Account Balance |
|----------------|-------------------------|---------------|-----------------|
| 4220-66010 | Community Contributions | \$20,000 | \$12,000.00 |
| 4220-66015 | Community Events | \$10,000 | \$9,000.00 |

The budgeted funds are to be considered and allocated quarterly, which provides \$3,750 quarterly for Community Contributions and \$2,500 quarterly for Community Events. If approved, in-kind costs would apply to relevant department budgets.

Fiscal Impact:

Monetary sponsorship in the amount of \$2,000.00 (Account 4220-66015)

Estimated costs associated with staff time for the event: \$1,816.62

Alternatives:

1. Do not authorize a \$2,000.00 monetary sponsorship and approve the in-kind contribution of equipment and staffing.
2. Do not approve the community sponsorship request.

Recommendation:

Consider the sponsorship request from Playzeum, and if approved:
Adopt a Resolution approving the sponsorship request from Playzeum.

Attachments:

1. RESOLUTION - Community Sponsorship Request (Playzeum) 02.20.24
2. Touch A Truck Sponsor - 2024_

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING COMMUNITY SPONSORSHIP REQUEST FOR PLAYZEUM
(TOUCH A TRUCK EVENT)**

WHEREAS, Playzeum Yuba-Sutter provides the local community with programs, services and hands-on play exhibits where children, families and community members of diverse backgrounds and abilities can explore, discover, create and learn together; and

WHEREAS, Playzeum Yuba-Sutter, a 501(c)(3) non-profit organization, is requesting a monetary sponsorship and in-kind participation at their upcoming Touch A Truck event ; and

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program; and

NOW, THEREFORE, the City Council of the City of Yuba City does hereby resolve as follows:

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Playzeum Yuba-Sutter request meets the criteria for consideration of such request because the applicant is a nonprofit with financial hardships that services an important public purpose, and according approves the monetary sponsorship request in the amount of \$_____.00 for the Touch A Truck event.

Section 3. The City Council approves in-kind services including staff participation at the Touch A Truck event with available City service vehicles.

Section 4. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 20th day of February, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Shon Harris, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

ATTACHMENT 2

TOUCH



A



HANDS ON
EVENT FOR
KIDS

TRUCK

BE A SPONSOR

PUT YOUR IMAGINATION
IN GEAR AND GO!



**SATURDAY
APRIL 13, 2024
10AM TO 3PM**

GIVING CHILDREN THE CHANCE TO GET BEHIND THE WHEEL OF THEIR FAVORITE VEHICLES, MEET COMMUNITY HEROES, HELP FAMILIES CREATE FUN MEMORIES, AND RAISE AWARENESS AND FUNDS FOR PLAYZEUM.

THIS YEAR'S TOUCH A TRUCK WILL ALLOW KIDS OF ALL AGES TO CLIMB ON-BOARD AND GET BEHIND THE WHEEL OF THEIR FAVORITE VEHICLES IN A HEALTHY AND SAFE ENVIRONMENT.



Playzeum
YUBA-SUTTER



A NONPROFIT CHILDREN'S PLAY MUSEUM

1980 S. Walton Ave Yuba City, CA 95993

PO Box 3683, Yuba City, CA 95992

530-301-0623

info@yubasutterplay.org

www.yubasutterplay.org

HELPING FAMILIES GROW BETTER TOGETHER.

Feb 6, 2024

I am thrilled to reach out to you and introduce our highly anticipated 7th annual Touch A Truck event. We believe that with your support, this year's event will attract even more attention, create lasting memories for families, and make a significant impact on our community.

Taking place on Saturday, April 13, 2024 at Playzeum Yuba-Sutter, Touch A Truck has grown to become one of Yuba-Sutter's most celebrated family gatherings. We anticipate a staggering attendance of over 3,500 participants, including children of all ages.

With an impressive lineup of more than 30 vehicles, Touch A Truck provides a unique opportunity for children to experience their favorite vehicles up close and personal, while also fostering connections with our community heroes.

Playzeum Yuba-Sutter, a 501(C)(3) non-profit organization, proudly presents Touch A Truck, an event that has been a product of our organization's dedication to our mission to provide our local community with programs, services and hands-on play exhibits where all children, families and community members of diverse backgrounds and abilities can explore, discover, create and learn together.

By sponsoring Touch A Truck, you gain numerous benefits and a remarkable platform to showcase your business. Attached to this letter, you will find a breakdown of sponsorship options that offer various ways to engage with attendees and demonstrate your unwavering commitment to our community.

To catch a glimpse of the electrifying atmosphere at previous Touch A Truck events, I invite you to visit our website, where you can find captivating photos that exemplify the joy and excitement this event brings to families year after year. If you have any inquiries regarding participation in this year's Touch A Truck or would like to witness our programs in action, please do not hesitate to contact Staci Howell at 530.301.0623. Additionally, you may email/mail the attached sponsorship confirmation form to info@yubasutterplay.org no later than March 22, 2024 to secure your involvement.

We are immensely grateful for your consideration and support in making Touch A Truck a resounding success.

Staci Howell
Executive Director

Helping Families Grow Better Together.



A PERFECT OPPORTUNITY TO SHOWCASE YOUR BUSINESS.



COMMUNITY CHAMPION – \$2,000

- Company logo in social media posts
- Large size logo on our sponsor banner at entrances
- Promotional item placement in 1,000 goody bags (inserts provided by sponsor)
- 15 General Admission Tickets

COMMUNITY HERO – \$1,000

- Company logo in social media posts
- Medium size company logo on our sponsor banner at entrances
- Promotional item placement in 1,000 goody bags (inserts provided by sponsor)
- 10 General Admission Tickets



COMMUNITY HELPER – \$500

- Company logo in social media posts
- Company logo on our sponsor banner at entrance
- Promotional item placement in 500 goody bags (inserts provided by sponsor)
- 5 General Admission Tickets



GOODY BAG INSERT – \$250

- Company logo on our sponsor banner at entrance
- Promotional item placement in 500 goody bags (inserts provided by sponsor)

SPONSOR A FAMILY – \$100

- Help low-income clients of Playzeum's programs attend Touch A Truck by sponsoring admission fees for a family of five.



✉ info@yubasutterplay.org

🌐 www.yubasutterplay.org



Sponsor Commitment Form



Company Name _____
Contact Name _____
Address _____
Phone/Email _____
Signature/Date _____

Please indicate your sponsorship level below and provide all requested information no later than March 22, 2024 to ensure receipt of benefits related to pre-event marketing.

Sponsorship Levels

☐ **COMMUNITY CHAMPION - \$2,000**

- Company logo in social media post
- Large sized logo on our sponsor banner at entrance
- Promotional item placement in 1,000 goody bags (inserts provided by sponsor)
- 15 General Admission Tickets

☐ **COMMUNITY HERO - \$1,000**

- Company logo in social posts
- Medium size company logo on our sponsor banner at entrance
- Promotional item placement in 1,000 goody bags (inserts provided by sponsor)
- 10 General Admission Tickets

☐ **COMMUNITY HELPER - \$500**

- Your company logo in social posts
- Your company logo on our sponsor banner at entrance
- Promotional item placement in 500 goody bags (inserts provided by sponsor)
- 5 General Admission Tickets

☐ **GOODY BAG INSERT - \$250**

- Your company logo on our sponsor banner at entrance
- Promotional item placement in 500 goody bags (inserts provided by sponsor)

☐ **SPONSOR A FAMILY - \$100**

- Help low-income clients of Playzeum's Programs attend Touch A Truck by sponsoring admission fee for a family of six.

Please return completed form with payment by March 22, 2024 to:
Playzeum Yuba Sutter: PO Box 3683, Yuba City, CA 95992



Vehicle Commitment Form

Company Name _____

Contact Name _____

Address _____

Phone/Email _____

Signature/Date _____

Contact Name and Number on Day of Event _____

We will provide the following vehicles for Touch a Truck: (Please measure for accuracy)

Vehicle #1 Length Width _____

Vehicle #2 Length Width _____

Vehicle #3 Length Width _____

Special requirements for vehicles (i.e. early arrival time, extra space needed):

Suggestions of other vehicles/companies that might be a good fit for Touch a Truck:

Vehicle Contact Name Phone _____

I understand this form serves to confirm my commitment to participate in the Playzeum of Yuba Sutter Touch a Truck fundraiser. I will provide the above vehicle(s) for display at the Playzeum of Yuba Sutter Touch a Truck event located at Playzeum of Yuba Sutter 1980 South Walton ave in Yuba City on Saturday, April 13, 2024, **rain or shine**. I acknowledge that I must provide at least **one attendant to supervise vehicle(s)** at all times during the event (10am–3pm). I will deliver and ready my vehicle the morning of the event, have all preparations complete by 9:45am, and will remove my vehicle by 4pm the same day. Participants release and discharge Playzeum of Yuba Sutter of any and all damages, losses, injuries, judgements, or claims sustained by them or their vehicle(s) or personal property.

Signature Date _____

If you have any questions or concerns, please contact:

Staci Howell

staci@yubasutterplay.org

530-301-0623

Thank You for Your Participation!

Please send completed form, proof of vehicle insurance and vehicle photo to:

Email: staci@yubasutterplay.org

Mail: PO Box 3683, Yuba City, CA 95992

CITY OF YUBA CITY

Future Agenda Items

- Councilmember Boomgaarden
- Councilmember Kirchner
- Councilmember Pasquale
- Vice Mayor Shaw
- Mayor Harris

CITY OF YUBA CITY

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Manager's Report

CITY OF YUBA CITY

Reports and Communications

The following reports and communication items are provided for the Council's information. No action can be taken on items under this section unless the Council agrees to include it on a subsequent agenda

City Council Reports

- Councilmember Boomgaarden
- Councilmember Kirchner
- Councilmember Pasquale
- Vice Mayor Shaw
- Mayor Harris

Adjournment