



AGENDA

MAY 21, 2024

REGULAR MEETING OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY AND CITY COUNCIL CITY COUNCIL CITY OF YUBA CITY

5:00 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 OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
AND CITY COUNCIL

CITY COUNCIL - CITY OF YUBA CITY

MAY 21, 2024

5:00 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 and Successor Agency to the Redevelopment Agency after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at www.yubacity.net, 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_QdqmGZ9RQtmNs-AfcjD32A Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council and Successor Agency to the Redevelopment Agency 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 to closed session.

Closed Session

Public Employee Performance Evaluation (Pursuant to Government Code §54957(b)(1).)
Position: City Manager

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. **National Public Works Week Proclamation**
2. **Tuberous Sclerosis Complex Awareness Proclamation**
3. **Sutter Co Children and Families Commission - 25th Year Proclamation**
4. **Adventist Health and Rideout - Project Hope Update**
5. **Greater Sacramento Economic Council (GSEC) Presentation**
6. **Regional Waste Management Authority - SB 1383 Compliance Update**

Public Communication

7. 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.

8. Minutes for the May 7, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council

Recommendation: Approve the Minutes from the May 7, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council

9. First Level Managers and Mid-Managers Side Letters

Recommendation: Adopt a Resolution:

A. Approving the side letter for certification pay and short-term disability for First Level Managers

B. Approving the side letter for certification pay for Mid-Managers

C. Authorizing the Finance Director to amend the salary schedule to include certification pay at the rate of 1.5% percent of base salary for qualifying employees for First Level Managers and Mid Managers

10. Community Sponsorship Requests

Recommendation: Consider the sponsorship requests from the Beale Military Liaison Council, Inc., and 93Q Radio, and if approved:

A. Adopt a Resolution to approve a monetary sponsorship request from the Beale Military Liaison Council, Inc., in the amount of \$2,500.00

B. Adopt a Resolution to approve a monetary sponsorship request from 93Q Radio in the amount of \$3,750.00

11. Harter Estates North (Annexation #5 of property in CFD 2021-1)

Recommendation: Adopt a Resolution annexing a certain area, Harter Estates North, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Fifth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter

12. Boat, Trailer, RV Parking Ordinance Update

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending regulations for the parking of boats, trailers, and recreational vehicles in one and two family residential districts by title only, waive the second reading, and approve exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities)

13. AB 481 Annual Military Equipment Report

Recommendation: Adopt a Resolution that the 2023 Annual Report as required by AB 481 has been reviewed, the current Ordinance has been reviewed, and continue to allow YCPD to use the existing equipment that falls under the military equipment use policy (YCPD policy 707) that complies with the requirement of AB 481

14. Executive Management Resolution - Terms of Employment

Recommendation: A. Adopt a Resolution authorizing the unrepresented Executive Management employees Resolution effective June 1, 2024

B. Adopt a Resolution authorizing the City Manager authority to negotiate any non-monetary matters with the Department Heads

C. Adopt a Resolution authorizing a one-time, non-PERSable stipend payment to the Chief of Police.

15. Yuba City Landscape District No. 1 and Yuba City Lighting and Landscape District No. 2 - Annual Levy Initiation

Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Landscape Maintenance District No. 1, and Yuba City Lighting and Landscape Maintenance District No. 2, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972

16. Yuba City Lighting and Landscape District Nos. 3-4 - Annual Levy Initiation

Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972

17. Yuba City Lighting and Landscape District Nos. 5-6 - Annual Levy Initiation

Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972

18. Yuba City Residential Street Light Maintenance Districts - Annual Levy Initiation

Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982

Business Items

19. Plumas Street Trees - Highway 20 to Bridge Street

Recommendation: Receive options for Plumas Street trees between Highway 20 and Bridge Street and provide direction to staff

20. Fire Station No. 2 Dorm Room Expansion Project Award

Recommendation: Adopt a Resolution with the following actions:

A. Award a construction contract to United Building Contractors, Inc. of Chico, CA in the amount of their total bid of \$916,702.00 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

B. Award a Professional Services Agreement to MatriScope Engineering Laboratories, Inc. of Sacramento, CA for Special Inspection and Testing Services in the amount of \$26,716.80 and authorize the City Manager to execute the contract on behalf of the City, subject to material terms, and subject to review and approval as to legal form by the City Attorney, with a finding that it is in the best interest of the City

C. Authorize the Finance Director to make a supplemental appropriation in the amount of \$122,412.85 from unallocated General Funds to CIP Account No. 1236 (Fire Station 2 Expansion), to fund the Fire Station No. 2 Dorm Room Expansion Project

21. MOU with Sutter County for FLOCK Cameras, Agreement with FLOCK

Recommendation: Adopt a Resolution to:

A. Accept the funding from the Community Corrections Partnership (CCP) in the amount of \$256,250.00

B. Authorize the purchase and installation of 25 Flock Cameras, with the finding that it is in the best interest of the City

Adopt a Resolution to:

A. Authorize the execution of a Memorandum of Understanding (MOU) with Sutter County for the use of Flock Cameras, authorize the City Manager to execute the MOU on behalf of the City of Yuba City, and authorize the Chief of Police to enter into a Master Service Agreement with Flock Safety

22. City Welcome Sign – Ad Hoc Committee Follow Up

Recommendation: Receive follow up presentation on the City Welcome Sign Ad Hoc Committee, discuss, and provide staff with direction

Future Agenda Items

23. 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

24. City Manager's Report

25. City Council Reports

Adjournment



Proclamation

of the City Council

National Public Works Week

May 19-25, 2024

“Advancing Quality of Life for All”

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

WHEREAS, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees at all levels of government and the private sector, who are federally mandated first responders responsible for rebuilding, improving, and protecting our nation’s infrastructure essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the City of Yuba City to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their community; and

WHEREAS, the 2024 APWA theme of “Advancing Quality of Life for All” recognizes the way public works professionals advance our quality of life by providing essential services that lead to healthier, happier, more vibrant communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City, and on behalf of the entire Council, do hereby proclaim the week of May 19 - 25, 2024, as **Public Works Week**, and ask that citizens and civic organizations alike acquaint themselves with the issues involved in providing public works services and recognize the contributions that the men and women of Public Works make in our daily lives.

Done this 21st day of May, 2024, at the City of Yuba City, County of Sutter, State of California



Proclamation

of the City Council

TUBEROUS SCLEROSIS COMPLEX AWARENESS DAY

WHEREAS, an estimated 50,000 Americans and 1 million people worldwide have been diagnosed with Tuberous Sclerosis Complex (TSC), a genetic disease with no cure; and

WHEREAS, Tuberous Sclerosis Complex is often a devastating disorder that causes tumors to form in vital organs, including the brain, heart, kidneys, skin, liver and lungs; and

WHEREAS, the disease is also the leading genetic cause of both epilepsy and autism; and

WHEREAS, Tuberous Sclerosis Complex affects some people severely, and others so mildly it often goes undiagnosed; and

WHEREAS, the incidences of TSC are as common as Lou Gehrig's disease (ALS) or cystic fibrosis, making increased awareness of TSC vitally important; and

WHEREAS, the Tuberous Sclerosis Alliance and other groups around the world have joined together to promote awareness of the disorder to ensure people with TSC get the best possible treatment and proper diagnosis.

NOW, THEREFORE, BE IT RESOLVED, that I, Shon Harris, Mayor of the city of Yuba City, and on behalf of the entire Council do hereby proclaim May 15, 2024 as TUBEROUS SCLEROSIS COMPLEX AWARENESS DAY and urge all of our citizens to support the search for a cure and assist those individuals and families who deal with this challenging disease on a daily basis.

Done on this 21st day of May 2024 in the City of Yuba City, County of Sutter, State of California



Proclamation

of the City Council

SUTTER COUNTY CHILDREN & FAMILIES COMMISSION 25 Years of Service

WHEREAS, the Sutter County Children & Families Commission, also known as First 5 Sutter, was established in 1999 by the Sutter County Board of Supervisors after California affirmed its support for a revenue stream dedicated to the state's youngest children and passed Proposition 10, the California Children and Families Act to support efforts aimed at improving the early development of children, from the prenatal stage to five years of age; and

WHEREAS, recognizing since its inception that *all* children are our children, the Sutter County Children & Families Commission has worked to create an equitable environment that supports children and their families in reaching their full potential. Sutter County Children & Families Commission focuses on efforts that bring together diverse resources and perspectives to create family-centered approaches to improving childhood development; and

WHEREAS, in partnership with the community, Sutter County Children & Families Commission supports a countywide prevention system that promotes optimal health and development, increases opportunities, and enhances the lives of children and their families, with a commitment to equity and inclusiveness; and

WHEREAS, Sutter County Children & Families Commission affirms that strong, positive relationships with parents and caregivers are most important to children's resilience, that parents are the child's first teacher, and that all caregivers should have access to support and information that enables children to thrive; and

WHEREAS, Sutter County Children & Families Commission has worked to ensure that people whose careers include supporting families and young children have access to professional development opportunities that allow them to increase their knowledge and skills in child development, social-emotional learning, and family support, with a focus on equitable practices and cultural competence; and

WHEREAS, over the past twenty-five years Sutter County Children & Families Commission has been at the forefront of providing early childhood services, advocating for policy change, and helping to build capacity for service providers. Sutter County Children & Families Commission has served more than 425,000 children, families and providers and invested more than \$26 million into the community.

NOW, THEREFORE, BE IT RESOLVED, that I, Shon Harris, Mayor of the City of Yuba City, and on behalf of the entire Council, do hereby recognize and commend the Sutter County Children and Families Commission for their unwavering commitment to the wellbeing of all children and congratulates the Commission on their 25th Anniversary.

Done this 21st day of May, 2024, at the City of Yuba City, County of Sutter, State of California



Project Hope Update

ADVENTIST HEALTH AND RIDEOUT



Chris Champlin
President
Adventist Health + Rideout



Presentation by Barry Broome, President and CEO
Greater Sacramento Economic Council (GSEC)



SB1383 Compliance



Presented by:
Scott Scholz
Executive Director
May 7, 2024



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: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes for the May 7, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council
Recommendation: Approve the Minutes from the May 7, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council
Fiscal Impact:

Attachments:

1. 5-7-2024 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
TO THE REDEVELOPMENT AGENCY AND
CITY COUNCIL - CITY OF YUBA CITY
MAY 7, 2024
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL

Regular Meeting

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

Roll Call

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

Absent: None

Invocation/Inspiration

Pastor Robert Fischetti

Pledge of Allegiance to the Flag

Councilmember Wade Kirchner

Agenda Modifications/Approval of Agenda

Scott Scholz, RWMA Executive Director was unable to attend. Item to be rescheduled for a later date.

Due to anticipated recusals, Items 13 & 14 were pulled from the Consent Calendar and voted on separately.

Staff provided a memo to clarify Consent Calendar Item 7 (Benefit Agreements Staff Report). Hard copies of the memo were distributed to Council and were made available for the public in the foyer. The Clerk read the memo aloud for the record.

Ceremonial Presentations

1. Housing Infill Analysis Project

Ashley Potocnik, Development Liaison, gave a presentation

2. ~~Regional Waste Management Authority – SB 1383 Compliance Update~~

[Item to be rescheduled for a later date]

3. Sutter Animal Services Presentation

Megan Anderson, Animal Services Manager, gave a presentation

4. Potential November 2024 Revenue Measure Update

Diana Langley, City Manager, gave a presentation

Public Communication

5. Appearance of Interested Citizens

Keith Kaneko spoke

Consent Calendar

Due to anticipated recusals, items 13 & 14 were pulled from the Consent Calendar to be voted on separately.

Councilmember Boomgaarden moved and Councilmember Pasquale seconded the motion to approve Consent Calendar items 6-12 & 15-20

6. Minutes from the April 16, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council

Approve the Minutes from the April 16, 2024 Regular Meeting of the Successor Agency to the Redevelopment Agency and the City Council

7. Benefit Agreements

Adopt **Resolution 24-038** to authorize continued use of benefit agreements previously approved under City Manager authority (Including clarification provided by staff)

8. Compliance Report for State Mandated Annual Fire Inspections

Adopt **Resolution 24-039** acknowledging receipt of the Yuba City Fire Department's annual inspections report and recognizing the Department's level of compliance with California Health and Safety Code Sections 13146.2, 13146.3, and 13146.4

9. Presentation of Investment Report – Quarter Ended March 31, 2024

Note & File Quarterly Investment Report

10. Agreement for Purchase and Sale of Real Property located at 454 Stevens Avenue (APN 052-401-014) to Sukhvinder Bassi and Brett Scheidel

Adopt **Resolution 24-040** authorizing the City Manager as Executive Director to the Successor Agency to the Redevelopment Agency of the City of Yuba City to execute an Agreement for Purchase and Sale of Real Property located at 454 Stevens Avenue (APN 052-401-014), and all other necessary documents, in the amount of \$40,000 to Sukhvinder Bassi and Brett Scheidel, and authorize the Finance Director to remit the proceeds to the Sutter County Auditor-Controller for distribution to the taxing entities per the Long Range Property Management Plan

11. Agreement for Purchase and Sale of 356 Wilbur Avenue (APN 052-401-009) to Sukhvinder Bassi and Brett Scheidel

Adopt **Resolution 24-041** authorizing the City Manager to execute an Agreement for Purchase and Sale of Real Property located at 356 Wilbur Avenue (APN 052-401-009), and all other necessary documents, in the amount of \$40,000 to Sukhvinder Bassi and Brett Scheidel, and authorize the Finance Director to place sale proceeds in the General Fund

12. Agreement for Purchase and Sale of Real Property located at the northwest corner of Percy Avenue and Plumas Boulevard (APN 053-194-013) to Gursharan Mann

Adopt **Resolution 24-042** authorizing the City Manager as Executive Director to the Successor Agency to the Redevelopment Agency of the City of Yuba City to execute an Agreement for Purchase and Sale of Real Property located at the northwest corner of Percy Avenue and Plumas Boulevard (APN 053-194-013), and all other necessary documents, in the amount of \$67,500 to Gursharan Mann, and authorize the Finance Director to remit the proceeds to the Sutter County Auditor-Controller for distribution to the taxing entities per the Long Range Property Management Plan

[Items 13 & 14 were pulled from the Consent Calendar to be voted on separately]

13. ~~Agreement for Purchase and Sale of 265 Percy Avenue (APN 053-220-030) to Gursharan Mann~~

~~Adopt a Resolution authorizing the City Manager to execute an Agreement for Purchase and Sale of Real Property located at 265 Percy Avenue (APN 053-220-030), and all other necessary documents, in the amount of \$62,500 to Gursharan Mann, and authorize the Finance Director to place sale proceeds in the General Fund~~

14. ~~Agreement for Purchase and Sale of Real Property located at the southwest corner of C Street and Wilbur Avenue (APN 052-380-017) to Sutter Valley Medical Foundation~~

~~Adopt a Resolution authorizing the City Manager as Executive Director to the Successor Agency to the Redevelopment Agency of the City of Yuba City to execute an Agreement for Purchase and Sale of Real Property located at the southwest corner of C Street and Wilbur Avenue (APN 052-380-017), and all other necessary documents, in the amount of \$335,000 to Sutter Valley Medical Foundation, dba Sutter Medical Foundation, and authorize the Finance Director to remit the proceeds to the Sutter County Auditor-Controller for distribution to the taxing entities per the Long Range Property Management Plan~~

15. Sutter County 2023 CDBG - Pathway to Work Program - Extension

Adopt **Resolution 24-045** amending the Agreement between the City of Yuba City and Sutter County for the Pathway to Work Program, to allow for an extension to expend the 2023 CDBG funding allocation

16. Fleet Maintenance Budget Adjustments

Authorize the Finance Director to make a supplemental appropriation and related transfers of \$200,000 from various City divisions to the Fleet Maintenance Division operating budget (Account No. 6605) for vehicle and equipment services for the remainder of Fiscal Year 23/24

17. First Amended Improvement Agreement Final Map of Harter Marketplace

Adopt **Resolution 24-046** authorizing the City Manager to approve the execution of the First Amended Improvement Agreement Final Map of Harter Marketplace with Harter Packing Group, LLC, a California Limited Liability Company and Dharni Lada Yuba City, LLC, a California Limited Liability Company [Development is located on the west side of the Harter Parkway and north of State Route 20]

18. Sutter Bike Path Extension - Grant of Easement Deed

Adopt **Resolution 24-047** authorizing the Mayor to execute an Easement Deed granting an easement to PG&E for operations and maintenance of their facilities and associated equipment on City-owned property

19. Sutter County Planning Commissioner Appointment

Reappoint Karri Campbell to the Yuba City Planning Commission for a third term

20. Code Enforcement Officer Safety Guidelines

Adopt **Resolution 24-048** of the City Council of the City of Yuba City establishing Code Enforcement Officer Safety Guidelines pursuant to State Senate Bill 296

The motion was passed unanimously

Business Items

[Items 13 & 14 were pulled from the Consent Calendar to be voted on separately]

13. Agreement for Purchase and Sale of 265 Percy Avenue (APN 053-220-030) to Gursharan Mann

Vice-Mayor Shaw recused himself

Councilmember Kirchner moved and Councilmember Boomgaarden seconded the motion to:

Adopt **Resolution 24-043** authorizing the City Manager to execute an Agreement for Purchase and Sale of Real Property located at 265 Percy Avenue (APN 053-220-030), and all other necessary documents, in the amount of \$62,500 to Gursharan Mann, and authorize the Finance Director to place sale proceeds in the General Fund

The motion was passed with 4 votes [Shaw Recused]

14. Agreement for Purchase and Sale of Real Property located at the southwest corner of C Street and Wilbur Avenue (APN 052-380-017) to Sutter Valley Medical Foundation

Vice-Mayor Shaw recused himself

Councilmember Kirchner moved and Councilmember Boomgaarden seconded the motion to:

Adopt **Resolution 24-044** authorizing the City Manager as Executive Director to the Successor Agency to the Redevelopment Agency of the City of Yuba City to execute an Agreement for Purchase and Sale of Real Property located at the southwest corner of C Street and Wilbur Avenue (APN 052-380-017), and all other necessary documents, in the amount of \$335,000 to Sutter Valley Medical Foundation, dba Sutter Medical Foundation, and authorize the Finance Director to remit the proceeds to the Sutter County Auditor-Controller for distribution to the taxing entities per the Long Range Property Management Plan

The motion was passed with 4 votes [Shaw Recused]

21. Tierra Buena Community – Traffic Ad Hoc Committee

Vice-Mayor Shaw and Councilmember Boomgaarden were designated to steer the Tierra Buena Community Ad Hoc Committee for a period not to exceed one (1) year, unless additional action is taken by Council

22. Recycling Industries – Amendment to Use Permit (UP 17-05) and Development Plan (DP 17-03)

Mayor Harris opened the hearing of appeal to a decision of the Planning Commission

The Clerk confirmed that staff reports and other written materials included in the agenda packet were received and filed. No additional documents were received after the agenda packet was distributed.

Applicant (Recycling Industries) Representative: Scott Miller, spoke

Opposition (Stop the Dump) Representative: Bridget Barnes spoke

Jeff Stephens spoke

Scott Khunen spoke

Rico Diaz spoke

Applicant (Recycling Industries) Representative: Scott Miller, provided a rebuttal

Mayor Harris closed the hearing of appeal to a decision of the Planning Commission

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

Adopt **Resolution 24-049** of the City Council of the City of Yuba City denying an amendment to Use Permit 17-05 and Development Plan 17-03 based on the findings contained in the Resolution; Recycling Industries; located at 140 Epley Drive, Assessor's Parcel 54-083-026

The motion was passed unanimously

23. Boat, Trailer, RV Parking Ordinance Update

Mayor Harris opened a Public Hearing

No public comment

Mayor Harris closed the Public Hearing

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

Introduce an Ordinance of the City Council of the City of Yuba City amending regulations for the parking of boats, trailers, and recreational vehicles in one and two family residential districts by title only and waive the first reading, and approve exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities)

The motion was passed unanimously

24. City-County Cooperative Agreement - FY 2023-24 Sutter County Road Overlay Project

Councilmember Boomgaarden moved and Mayor Harris seconded the motion to:

Adopt **Resolution 24-050** authorizing the execution of a Cooperative Agreement with the County of Sutter for the roadway and roadway component improvements associated with the FY 2023- 24 Sutter County Road Overlay Project

The motion was passed unanimously

25. Police Department Evidence Storage Building (1545 Poole Blvd, Yuba City, CA 95993) - Contract Award

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

Adopt **Resolution 24-051** which takes the following actions:

- A. Awards a construction contract to Frank Webb Construction of Wheatland, CA in the amount of their total base bid of \$797,110.89, and adopts a CEQA Class 3 Categorical Exemption
- B. Authorizes the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney
- C. Authorize the Finance Director to make a supplemental appropriation in the amount of \$155,000.00 from unallocated General Funds to CIP Account No. 901278 (Police Department Evidence Storage Building)

Future Agenda Items

26. Future Agenda Items

Councilmember Pasquale requested that staff follow-up with an updated Ordinance related to electrified fencing

Reports and Communications

27. City Manager's Report

28. City Council Reports

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

Adjournment

Mayor Harris adjourned the Regular Meeting of the City Council at 8:45 PM

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: First Level Managers and Mid-Managers Side Letters

Recommendation: Adopt a Resolution:

A. Approving the side letter for certification pay and short-term disability for First Level Managers

B. Approving the side letter for certification pay for Mid-Managers

C. Authorizing the Finance Director to amend the salary schedule to include certification pay at the rate of 1.5% percent of base salary for qualifying employees for First Level Managers and Mid Managers

Fiscal Impact: The estimated increase for Fiscal Year 2023-24 is \$4,000 for the general fund, \$1,100 each for the water and wastewater funds, and \$1,300 for the vehicle maintenance fund. The estimated increase for Fiscal Year 2024-25 is up to \$9,300 for the general fund, \$3,000 each for the water and wastewater funds, and \$1,300 for the vehicle maintenance fund. The fiscal impact broken down by bargaining unit going forward is estimated at up to \$3,800 per year for the Mid-Manager group and \$12,700 for the First Level Managers group

Purpose:

To approve the First Level Managers (FLM) side letter for certification pay and short term disability and the Mid-Managers (MM) side letter for certification pay for qualifying employees.

Council's Strategic Goal:

These Side Letters address the City Council's Strategic Goal of being business friendly and infrastructure because the employees who are in these bargaining units provide services to the public and maintain and oversee the City's infrastructure.

Background:

On February 6, 2024, City Council approved the Public Employees' Union, Local 1/AFSCME 57 (Local 1) Memorandum of Understanding which included new certification pay as well as updating to base rate of pay for certificates for qualifying employees to receive:

- 1) 1.5% base rate of pay for Qualified Pesticide Applicator's License
- 2) 1.5% base rate of pay for Pool Operations Certificate
- 3) 1.5% base rate of pay for Certified Playground Safety Inspector
- 4) 1.5% base rate of pay for Special Class Drivers' License Pay

Various members of the First Level Managers Unit and the Mid-Managers Unit also maintain similar certifications the City has determined to be beneficial. As a result, the City met and conferred with First Level Managers and Mid-Managers bargaining units to discuss similar certificate pay. Employees who are represented by the bargaining unit MOUs are qualifying employees.

Additionally, the City Council has approved the transition of First Level Managers to State Disability Insurance (SDI), effective July 1, 2024. The City currently employs one permanent employee who remotely works out-of-state. During the implementation phase, staff became aware that out-of-state residency prevents an employee's eligibility for SDI coverage. The City met with First Level Managers to discuss an alternative short term disability coverage option for employees with out-of-state status.

Analysis:

The First Level Managers have agreed to the side letter:

- Employees in the Parks Division who possess a Qualified Pesticide Applicator's Certificate receive one and a half percent (1.5%) of their base rate of pay.
- Employees in the Parks Division who possess a Pool Operations Certificate receive one and a half percent (1.5%) of their base rate of pay.
- Employees in the Community Services Department who possess a Certified Playground Safety Inspector (CPSI) Certificate receive one and a half percent (1.5%) of their base rate of pay.
- Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay.

First Level Manager employees who do not qualify for State Disability Insurance due to out-of-state residency will be permitted to participate, at their own expense, in a third-party provider program, which currently is UNUM. The transition to UNUM will occur when SDI is effective for the other FLM members. The City recently transitioned the Confidential, Mid-Managers, Civilian Department Heads and City Manager to UNUM for short-term disability benefits as of April 1, 2024.

The Mid-Managers have agreed to the side letter:

- Employees in the Parks Division who possess a Pool Operations Certificate receive one and a half percent (1.5%) of their base rate of pay.
- Employees in the Community Services Department who possess a Certified Playground Safety Inspector (CPSI) Certificate receive one and a half percent (1.5%) of their base rate of pay.
- Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay.

Fiscal Impact:

The estimated increase for Fiscal Year 2023-24 is \$4,000 for the general fund, \$1,100 each for the water and wastewater funds, and \$1,300 for the vehicle maintenance fund. The estimated increase for Fiscal Year 2024-25 is up to \$9,300 for the general fund, \$3,000 each for the water and wastewater funds, and \$1,300 for the vehicle maintenance fund. The fiscal impact broken down by bargaining unit going forward is estimated at up to \$3,800 per year for the Mid-Manager group and \$12,700 for the First Level Managers group.

Alternatives:

Do not approve the side letters for First Level Managers and Mid-Managers and provide staff direction. If not approved, First Level Managers and Mid-Managers will not be compensated for these operationally valuable certifications including driving the bus.

Recommendation:

Adopt a Resolution:

- A. Approving the side letter for certification pay and short term disability for First Level Managers.
- B. Approving the side letter for certification pay for Mid-Managers.
- C. Authorizing the Finance Director to amend the salary schedule to include certification pay at the rate of 1.5% percent of base salary for qualifying employees for First Level Managers and Mid Managers.

Attachments:

- 1. FLM Resolution
- 2. FLM Side Letter
- 3. MM Resolution
- 4. MM Side Letter
- 5. FLM Certification Pay - Costing
- 6. MM Certification Pay - Costing
- 7. Salary Schedule

Prepared By:

Reyna Jimenez
Administrative Analyst

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE SIDE LETTER FOR FIRST LEVEL MANAGERS (FLM)
CERTIFICATION PAY & SHORT TERM DISABILITY**

WHEREAS, the City recognizes the First Level Managers' (FLM) commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and First Level Managers met and conferred over the side letter to discuss certification pay and short term disability;

WHEREAS, the First Level Managers bargaining units have agreed to the side letter for certification pay and short term disability.

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

- 1) Approve the attached, First Level Managers side letter (Attachment 2), which adds certification pay and optional short term disability program to the existing MOU.
- 2) Authorize the Finance Director to amend the salary schedule to include certification pay at the rate of 1.5% percent of base salary for qualifying employees for First Level Managers.

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 21st day of May 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 First Level Managers
Side Letter of Agreement to the
July 1, 2023- June 30, 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 to add the language below to their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 25, 2027, as set forth below.

Certificate Pay

Effective the first full pay period following City Council approval:

Employees in the Parks Division who possess a Qualified Pesticide Applicator's Certificate receive an Applicator's Differential of one and a half percent (1.5%) of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate receive Education Pay of one and a half percent (1.5%) of their base rate of pay.

Employees in the Community Services Department who possess a Certified Playground Safety Inspector (CPSI) Certificate receive Education Pay of one and a half percent (1.5%) of their base rate of pay.

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay.

Short Term Disability

The City and FLM employees recently agreed to transition short term disability benefits for the group to the State Disability Insurance program, and that transition is underway. FLM employees, who do not qualify for State Disability Insurance due to out-of-state residency will be permitted to participate, at their own expense, in a third-party provider program, which currently is UNUM. The transition to UNUM will occur when SDI is effective for the other FLM members.

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

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: _____

FIRST LEVEL MANAGERS



Laci Heggstrom (May 3, 2024 08:12 PDT)

Laci Heggstrom, Representative

Nathan McCready

Nathan McCready (May 3, 2024 07:30 PDT)

Nathan McCready, Representative

David Palmer

David Palmer (May 3, 2024 11:43 PDT)

David Palmer, Representative

ATTACHMENT 3

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE SIDE LETTER FOR MID MANAGERS (MM)
CERTIFICATION PAY**

WHEREAS, the City recognizes the Mid Managers' (MM) commitment to the City and its citizens while providing outstanding and dedicated service to all and;

WHEREAS, City staff and Mid Managers met and conferred over the side letter to discuss certification pay;

WHEREAS, the Mid Managers bargaining units have agreed to the side letter for certification pay.

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

- 1) Approve the attached, Mid Manager side letter (Attachment 4) which adds the specified certificate pay to the existing MOU.
- 2) Authorize the Finance Director to amend the salary schedule to include certification pay at the rate of 1.5% percent of base salary for qualifying employees for Mid Managers.

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 21st day of May 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 4

The City of Yuba City and the Mid-Managers
Side Letter of Agreement to the
July 1, 2023- June 30, 2027 MOU

The City of Yuba City ("City") and the Mid-Managers ("MM") have met and conferred in good faith pursuant to the requirements of the Meyers-Milius-Brown Act to add the language below to their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 25, 2027, as set forth below.

Certificate Pay

Effective the first full pay period following City Council approval:

Employees in the Parks Division who possess a Pool Operations Certificate receive Education Pay of one and a half percent (1.5%) of their base rate of pay.

Employees in the Community Services Department who possess a Certified Playground Safety Inspector (CPSI) Certificate receive Education Pay of one and a half percent (1.5%) of their base rate of pay.

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay.

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

Date: _____

CITY OF YUBA CITY

Diana Langley, City Manager

Date: _____

MID MANAGERS

Ciara Wakefield
Ciara Wakefield (May 7, 2024 13:22 PDT)

Ciara Wakefield, Representative

Phillip Marler
Phillip Marler (May 8, 2024 07:08 PDT)

Phil Marler, Representative

Kathy Willis
Kathy Willis (May 7, 2024 13:01 PDT)

Kathy Willis, Representative

ATTACHMENT 5

City of Yuba City
First Level Managers Side Letter - May 21, 2024

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>	<i>GF</i>	<i>Water</i>	<i>WW</i>	<i>SASA</i>	<i>VMF</i>
FY 2023-24								
				-				
Pesticide Certificate - 1.5% of Base Salary	\$ -	1,318	1,318	1,318	-	-	-	-
Pool Operations Certificate - 1.5% of Base Salary	\$ -	1,318	1,318	1,318	-	-	-	-
Certified Playground Safety Inspector - 1.5% of Base Salary	\$ -	1,318	1,318	1,318	-	-	-	-
Special Class Drivers License Pay - 1.5% of Base Salary	\$ -	1,324	1,324	-	-	-	-	1,324
Total Cost	\$ -	\$ 5,278	\$ 5,278	\$ 3,954	\$ -	\$ -	\$ -	\$ 1,324

FY 2024-25								
				-				
Pesticide Certificate - 1.5% of Base Salary	\$ -	1,318	1,318	1,318	-	-	-	-
Pool Operations Certificate - 1.5% of Base Salary	\$ -	1,318	1,318	1,318	-	-	-	-
Certified Playground Safety Inspector - 1.5% of Base Salary	\$ -	5,035	5,035	5,035	-	-	-	-
Special Class Drivers License Pay - 1.5% of Base Salary	\$ -	5,041	5,041	-	1,858	1,858	-	1,324
Total Cost	\$ -	\$ 12,711	\$ 12,711	\$ 7,671	\$ 1,858	\$ 1,858	\$ -	\$ 1,324

<i>General Fund</i>	\$ 11,624	\$ 11,624
<i>Water</i>	\$ 1,858	\$ 1,858
<i>Wastewater</i>	\$ 1,858	\$ 1,858
<i>SASA</i>	\$ -	\$ -
<i>VMF</i>	\$ 2,648	\$ 2,648

ATTACHMENT 6

City of Yuba City
Mid-Managers Side Letter - May 21, 2024

	<i>On-going</i>	<i>One-time</i>	<i>Total</i>	<i>GF</i>	<i>Water</i>	<i>WW</i>	<i>SASA</i>	<i>VMF</i>
FY 2023-24								
Pesticide Certificate - 1.5% of Base Salary	\$ -	-	-	-	-	-	-	-
Pool Operations Certificate - 1.5% of Base Salary	\$ -	-	-	-	-	-	-	-
Certified Playground Safety Inspector - 1.5% of Base Salary	\$ -	-	-	-	-	-	-	-
Special Class Drivers License Pay - 1.5% of Base Salary	\$ -	2,186	2,186	-	1,100	1,100	-	-
Total Cost	\$ -	\$ 2,186	\$ 2,186	\$ -	\$ 1,100	\$ 1,100	\$ -	\$ -

FY 2024-25								
Pesticide Certificate - 1.5% of Base Salary	\$ -	-	-	-	-	-	-	-
Pool Operations Certificate - 1.5% of Base Salary	\$ -	-	-	-	-	-	-	-
Certified Playground Safety Inspector - 1.5% of Base Salary	\$ -	1,626	1,626	1,626	-	-	-	-
Special Class Drivers License Pay - 1.5% of Base Salary	\$ -	2,186	2,186		1,093	1,093	-	-
Total Cost	\$ -	\$ 3,811	\$ 3,811	\$ 1,626	\$ 1,093	\$ 1,093	\$ -	\$ -

General Fund	\$ 1,626	\$ 1,626
Water	\$ 2,193	\$ 2,193
Wastewater	\$ 2,193	\$ 2,193
SASA	\$ -	\$ -
VMF	\$ -	\$ -

ATTACHMENT 7

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

First Level Management - EMPLOYEES HIRED PRIOR TO NOVEMBER 25, 2017

JCN	CLASSIFICATION	Bargaining Group	SALARY STEPS					
			1	2	3	4	5	
6069	ACCOUNTANT II	FLM	6,394	6,714	7,050	7,403	7,773	Monthly
			36.89	38.73	40.67	42.71	44.84	Hourly
6060	ADMINISTRATIVE ANALYST II	FLM	6,750	7,087	7,441	7,813	8,203	Monthly
			38.94	40.89	42.93	45.08	47.33	Hourly
6015	ANIMAL SHELTER SUPERVISOR	FLM	5,042	5,294	5,559	5,837	6,129	Monthly
			29.09	30.54	32.07	33.68	35.36	Hourly
6090	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708	7,043	7,395	7,765	8,153	Monthly
			38.70	40.63	42.66	44.80	47.04	Hourly
6044	CRIME ANALYST	FLM	4,706	4,941	5,188	5,447	5,720	Monthly
			27.15	28.51	29.93	31.43	33.00	Hourly
6063	CUSTOMER SERVICE MANAGER	FLM	6,528	6,854	7,197	7,557	7,936	Monthly
			37.66	39.54	41.52	43.60	45.79	Hourly
6215	DEVELOPMENT LIAISON	FLM	6,950	7,298	7,663	8,046	8,448	Monthly
			40.10	42.10	44.21	46.42	48.74	Hourly
6220	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164	8,572	9,001	9,451	9,923	Monthly
			47.10	49.45	51.93	54.53	57.25	Hourly
6120	ENGINEER - ASSOCIATE CIVIL	FLM	8,130	8,537	8,964	9,412	9,883	Monthly
			46.90	49.25	51.72	54.30	57.02	Hourly
6225	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937	7,284	7,648	8,030	8,431	Monthly
			40.02	42.02	44.12	46.33	48.64	Hourly
6042	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6050	FLEET MAINTENANCE SUPERVISOR	FLM	6,051	6,354	6,672	7,006	7,357	Monthly
			34.91	36.66	38.49	40.42	42.44	Hourly
6064*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150	7,508	7,883	8,277	8,689	Monthly

			41.25	43.32	45.48	47.75	50.13	Hourly
6142*	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	7,864	8,257	8,670	9,103	9,558	Monthly
			45.37	47.64	50.02	52.52	55.14	Hourly
6085	LABORATORY SUPERVISOR	FLM	7,061	7,414	7,785	8,174	8,582	Monthly
			40.74	42.77	44.91	47.16	49.51	Hourly
6040	MAINTENANCE SUPERVISOR-STREETS	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6043	PARKS MAINTENANCE SUPERVISOR	FLM	6,025	6,326	6,642	6,974	7,322	Monthly
			34.76	36.50	38.32	40.23	42.24	Hourly
6061	PLANNER-ASSOCIATE	FLM	6,619	6,950	7,298	7,663	8,046	Monthly
			38.19	40.10	42.10	44.21	46.42	Hourly
6065	PLANT MAINTENANCE SUPERVISOR	FLM	8,492	8,917	9,363	9,831	10,324	Monthly
			48.99	51.44	54.02	56.72	59.56	Hourly
6030*	RECREATION SUPERVISOR I	FLM	5,794	6,084	6,388	6,707	7,042	Monthly
			33.43	35.10	36.85	38.69	40.63	Hourly
6045*	RECREATION SUPERVISOR II	FLM	6,373	6,692	7,027	7,378	7,746	Monthly
			36.77	38.61	40.54	42.57	44.69	Hourly
6046*	RECREATION SUPERVISOR III	FLM	7,011	7,362	7,730	8,116	8,522	Monthly
			40.45	42.47	44.60	46.82	49.17	Hourly
6210	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,816	7,157	7,515	7,891	8,285	Monthly
			39.32	41.29	43.36	45.53	47.80	Hourly
6096	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,648	9,080	9,534	10,011	10,511	Monthly
			49.89	52.38	55.00	57.76	60.64	Hourly
6111	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,512	9,988	10,487	11,011	11,563	Monthly
			54.88	57.62	60.50	63.53	66.71	Hourly
6041	WATER DISTRIBUTION SUPERVISOR	FLM	7,730	8,116	8,522	8,948	9,396	Monthly
			44.60	46.82	49.17	51.62	54.21	Hourly
6160	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,648	9,080	9,534	10,011	10,511	Monthly
			49.89	52.38	55.00	57.76	60.64	Hourly
6110	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,512	9,988	10,487	11,011	11,563	Monthly
			54.88	57.62	60.50	63.53	66.71	Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 1.4 - 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

MOU Article 14.7 - Shift Differential

A shift differential of 5% of base pay shall be paid to those supervisors who are assigned to work an operator shift from 7:00pm to 7:00am. If a supervisor who is assigned to an operator shift elects to utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

MOU Article 14.1 - Water Certificate Pay

Non-Water FLM employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

Certificate Pay

Employees in the Parks Division who possess a Qualified Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

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

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

First Level Management - EMPLOYEES HIRED ON OR AFTER NOVEMBER 25, 2017

JCN	CLASSIFICATION	Bargaining Group	1	2	3	4	5	6	7	8	9	
6469	ACCOUNTANT II	FLM	6,394 36.89	6,554 37.81	6,714 38.73	6,882 39.70	7,050 40.67	7,227 41.69	7,403 42.71	7,588 43.78	7,773 44.84	Monthly Hourly
6460	ADMINISTRATIVE ANALYST II	FLM	6,750 38.94	6,919 39.92	7,087 40.89	7,264 41.91	7,441 42.93	7,627 44.00	7,813 45.08	8,007 46.19	8,203 47.33	Monthly Hourly
6415	ANIMAL SHELTER SUPERVISOR	FLM	5,042 29.09	5,168 29.82	5,294 30.54	5,427 31.31	5,559 32.07	5,698 32.87	5,837 33.68	5,983 34.52	6,129 35.36	Monthly Hourly
6490	CONSTRUCTION INSPECTOR-SENIOR	FLM	6,708 38.70	6,876 39.67	7,043 40.63	7,219 41.65	7,395 42.66	7,580 43.73	7,765 44.80	7,958 45.91	8,153 47.04	Monthly Hourly
6444	CRIME ANALYST	FLM	4,706 27.15	4,824 27.83	4,941 28.51	5,065 29.22	5,188 29.93	5,318 30.68	5,447 31.43	5,583 32.21	5,720 33.00	Monthly Hourly
6463	CUSTOMER SERVICE MANAGER	FLM	6,528 37.66	6,691 38.60	6,854 39.54	7,026 40.53	7,197 41.52	7,377 42.56	7,557 43.60	7,746 44.69	7,936 45.79	Monthly Hourly
6515	DEVELOPMENT LIAISON	FLM	6,950 40.10	7,124 41.10	7,298 42.10	7,481 43.16	7,663 44.21	7,855 45.32	8,046 46.42	8,247 47.58	8,448 48.74	Monthly Hourly
6420	ELECTRICAL/INSTRUMENTATION SUPERVISOR	FLM	8,164 47.10	8,368 48.28	8,572 49.45	8,787 50.69	9,001 51.93	9,226 53.23	9,451 54.53	9,688 55.89	9,923 57.25	Monthly Hourly
6520	ENGINEER - ASSOCIATE CIVIL	FLM	8,130 46.90	8,334 48.08	8,537 49.25	8,751 50.49	8,964 51.72	9,188 53.01	9,412 54.30	9,648 55.66	9,883 57.02	Monthly Hourly
6425	ENVIRONMENTAL COMPLIANCE COORDINATOR	FLM	6,937 40.02	7,111 41.03	7,284 42.02	7,466 43.07	7,648 44.12	7,839 45.23	8,030 46.33	8,230 47.48	8,431 48.64	Monthly Hourly
6442	FACILITIES MAINTENANCE SUPERVISOR	FLM	6,025 34.76	6,176 35.63	6,326 36.50	6,484 37.41	6,642 38.32	6,808 39.28	6,974 40.23	7,148 41.24	7,322 42.24	Monthly Hourly
6450	FLEET MAINTENANCE SUPERVISOR	FLM	6,051 34.91	6,203 35.79	6,354 36.66	6,513 37.58	6,672 38.49	6,839 39.46	7,006 40.42	7,180 41.42	7,357 42.44	Monthly Hourly
6464*	INFORMATION TECHNOLOGY ANALYST	FLM	7,150 41.25	7,329 42.28	7,508 43.32	7,696 44.40	7,883 45.48	8,080 46.62	8,277 47.75	8,483 48.94	8,689 50.13	Monthly Hourly

6542	SENIOR INFORMATION TECHNOLOGY ANALYST	FLM	7,864 45.37	8,061 46.51	8,257 47.64	8,464 48.83	8,670 50.02	8,887 51.27	9,103 52.52	9,331 53.83	9,558 55.14	Monthly Hourly
6485	LABORATORY SUPERVISOR	FLM	7,061 40.74	7,238 41.76	7,414 42.77	7,600 43.85	7,785 44.91	7,980 46.04	8,174 47.16	8,378 48.33	8,582 49.51	Monthly Hourly
6440	MAINTENANCE SUPERVISOR-STREETS	FLM	6,025 34.76	6,176 35.63	6,326 36.50	6,484 37.41	6,642 38.32	6,808 39.28	6,974 40.23	7,148 41.24	7,322 42.24	Monthly Hourly
6443	PARKS MAINTENANCE SUPERVISOR	FLM	6,025 34.76	6,176 35.63	6,326 36.50	6,484 37.41	6,642 38.32	6,808 39.28	6,974 40.23	7,148 41.24	7,322 42.24	Monthly Hourly
6461	PLANNER-ASSOCIATE	FLM	6,619 38.19	6,785 39.14	6,950 40.10	7,124 41.10	7,298 42.10	7,481 43.16	7,663 44.21	7,854 45.31	8,046 46.42	Monthly Hourly
6465	PLANT MAINTENANCE SUPERVISOR	FLM	8,492 48.99	8,705 50.22	8,917 51.44	9,140 52.73	9,363 54.02	9,597 55.37	9,831 56.72	10,076 58.13	10,324 59.56	Monthly Hourly
6430	RECREATION SUPERVISOR I	FLM	5,794 33.43	5,939 34.26	6,084 35.10	6,236 35.98	6,388 36.85	6,548 37.78	6,707 38.69	6,875 39.66	7,042 40.63	Monthly Hourly
6445	RECREATION SUPERVISOR II	FLM	6,373 36.77	6,533 37.69	6,692 38.61	6,860 39.58	7,027 40.54	7,203 41.56	7,378 42.57	7,562 43.63	7,746 44.69	Monthly Hourly
6446	RECREATION SUPERVISOR III	FLM	7,011 40.45	7,187 41.46	7,362 42.47	7,546 43.53	7,730 44.60	7,923 45.71	8,116 46.82	8,319 47.99	8,522 49.17	Monthly Hourly
6610	WASTEWATER COLLECTIONS SUPERVISOR	FLM	6,816 39.32	6,987 40.31	7,157 41.29	7,336 42.32	7,515 43.36	7,703 44.44	7,891 45.53	8,088 46.66	8,285 47.80	Monthly Hourly
6496	WASTEWATER TRT FACILITY CHIEF OPERATOR	FLM	8,648 49.89	8,864 51.14	9,080 52.38	9,307 53.69	9,534 55.00	9,773 56.38	10,011 57.76	10,260 59.19	10,511 60.64	Monthly Hourly
6511	WASTEWATER TRT FACILITY SUPERVISOR	FLM	9,512 54.88	9,750 56.25	9,988 57.62	10,238 59.07	10,487 60.50	10,749 62.01	11,011 63.53	11,286 65.11	11,563 66.71	Monthly Hourly

6441	WATER DISTRIBUTION SUPERVISOR	FLM	7,730 44.60	7,923 45.71	8,116 46.82	8,319 47.99	8,522 49.17	8,735 50.39	8,948 51.62	9,172 52.92	9,396 54.21	Monthly Hourly
6560	WATER TREATMENT FACILITY CHIEF OPERATOR	FLM	8,648 49.89	8,864 51.14	9,080 52.38	9,307 53.69	9,534 55.00	9,773 56.38	10,011 57.76	10,260 59.19	10,511 60.64	Monthly Hourly
6510	WATER TREATMENT FACILITY SUPERVISOR	FLM	9,512 54.88	9,750 56.25	9,988 57.62	10,238 59.07	10,487 60.50	10,749 62.01	11,011 63.53	11,286 65.11	11,563 66.71	Monthly Hourly

Pensionable Compensation for New Members (PEPRA)

MOU Article 1.4 - 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

MOU Article 14.7 - Shift Differential

A shift differential of 5% of base pay shall be paid to those supervisors who are assigned to work an operator shift from 7:00pm to 7:00am.

If a supervisor who is assigned to an operator shift elects to utilize vacation, sick leave, CTO or any other paid leave time, shall not be paid shift differential while on such leave.

MOU Article 14.1 - Water Certificate Pay

Non-Water FLM employees possessing a D-1, D-2 or D-3 certificate will receive an additional \$50, non cumulative (cap)

Certificate Pay

Employees in the Parks Division who possess a Qualified Pesticide Applicator's Certificate will receive 1.5% of their base rate of pay.

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

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

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JANUARY 27, 2024

Mid Managers - EMPLOYEES HIRED PRIOR TO APRIL 28, 2018

CLASSIFICATION	Group	SALARY STEPS					
		1	2	3	4	5	
7165* ACCOUNTING MANAGER	MM	10,041 57.93	10,543 60.83	11,070 63.87	11,624 67.06	12,205 70.42	Monthly Hourly
7070* ADMINISTRATIVE ANALYST III	MM	7,761 44.78	8,149 47.01	8,556 49.36	8,984 51.83	9,433 54.42	Monthly Hourly
7125* ANIMAL SERVICES MANAGER	MM	8,600 49.62	9,030 52.10	9,481 54.70	9,955 57.43	10,452 60.30	Monthly Hourly
7112* CHIEF BUILDING OFFICIAL	MM	9,857 56.87	10,350 59.71	10,868 62.70	11,411 65.83	11,981 69.12	Monthly Hourly
7418* CITY CLERK ADMINISTRATOR	MM	9,434 54.43	9,906 57.15	10,401 60.01	10,921 63.01	11,467 66.16	Monthly Hourly
7185 DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	11,468 66.16	12,041 69.47	12,643 72.94	13,275 76.59	13,939 80.42	Monthly Hourly
7175* DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298 65.18	11,863 68.44	12,456 71.86	13,079 75.46	13,733 79.23	Monthly Hourly
7195* DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	9,388 54.16	9,857 56.87	10,350 59.71	10,867 62.69	11,411 65.83	Monthly Hourly
7160* DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,989 57.63	10,488 60.51	11,012 63.53	11,563 66.71	12,141 70.05	Monthly Hourly
7110* DIVISION FIRE CHIEF	MM	11,720 67.62	12,306 71.00	12,921 74.54	13,567 78.27	14,245 82.18	Monthly Hourly
7120* ENGINEER - SENIOR	MM	9,350 53.94	9,818 56.64	10,309 59.48	10,824 62.45	11,366 65.57	Monthly Hourly
7200* ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080 52.38	9,534 55.00	10,011 57.76	10,512 60.65	11,037 63.68	Monthly Hourly
7205* INFORMATION SECURITY ADMINISTRATOR	MM	9,043 52.17	9,495 54.78	9,970 57.52	10,469 60.40	10,992 63.42	Monthly Hourly
7105* INFORMATION TECHNOLOGY MANAGER	MM	10,018 57.80	10,519 60.69	11,045 63.72	11,597 66.91	12,177 70.25	Monthly Hourly

7043*	PARK MAINTENANCE MANAGER	MM	6,928	7,274	7,638	8,020	8,421	Monthly
			39.97	41.97	44.07	46.27	48.58	Hourly
7044*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600	9,030	9,481	9,955	10,452	Monthly
			49.62	52.10	54.70	57.43	60.30	Hourly
7065*	PLANNER-SENIOR	MM	7,611	7,992	8,392	8,812	9,253	Monthly
			43.91	46.11	48.42	50.84	53.38	Hourly
7060*	PLANNING MANAGER	MM	9,556	10,034	10,536	11,063	11,616	Monthly
			55.13	57.89	60.78	63.83	67.01	Hourly
7085*	PROJECT MANAGER	MM	7,879	8,273	8,687	9,121	9,578	Monthly
			45.46	47.73	50.12	52.62	55.26	Hourly
7090*	PUBLIC WORKS MAINTENANCE SUPERINTENDENT	MM	9,071	9,525	10,001	10,501	11,026	Monthly
			52.33	54.95	57.70	60.58	63.61	Hourly
7046*	RECREATION MANAGER	MM	8,062	8,465	8,888	9,332	9,799	Monthly
			46.51	48.84	51.28	53.84	56.53	Hourly

MOU Article 1.5 - 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

- - -

Certificate Pay

Employees in the Parks Division who possess a Pool Operations Certificate will receive 1.5% of their base rate of pay

Employees in the Community Services Department who possess a Certified Playground Safety Inspector Certificate will receive 1.5% of their base rate of pay

Employees in the following divisions: Water Distribution, Wastewater Collections, Utilities, Fleet, Streets, Parks Maintenance, and Recreation who drive the bus and possess a valid California Driver's License with a passenger endorsement receive Special Class Driver's License Pay of one and a half percent (1.5%) of their base rate of pay

* Indicates classifications which are not eligible for overtime compensation and are exempt from the Fair Labor Standards Act (FLSA).

EMPLOYEE BARGAINING GROUPS

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MM - Middle Manager

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PS - Police Sergeant

CITY OF YUBA CITY
SALARY SCHEDULE AND GENERAL COMPENSATION PLAN
EFFECTIVE JANUARY 27, 2024

Mid Managers - EMPLOYEES HIRED ON OR AFTER APRIL 28, 2018

CLASSIFICATION			SALARY STEPS									
			Group	1	2	3	4	5	6	7	8	9
7565*	ACCOUNTING MANAGER	MM	10,041	10,292	10,543	10,807	11,070	11,347	11,624	11,915	12,205	Monthly
			57.93	59.38	60.83	62.35	63.87	65.46	67.06	68.74	70.42	Hourly
7470*	ADMINISTRATIVE ANALYST III	MM	7,761	7,955	8,149	8,353	8,556	8,770	8,984	9,209	9,433	Monthly
			44.78	45.89	47.01	48.19	49.36	50.60	51.83	53.13	54.42	Hourly
7525*	ANIMAL SERVICES MANAGER	MM	8,600	8,815	9,030	9,256	9,481	9,718	9,955	10,204	10,452	Monthly
			49.62	50.86	52.10	53.40	54.70	56.07	57.43	58.87	60.30	Hourly
7512*	CHIEF BUILDING OFFICIAL	MM	9,857	10,104	10,350	10,609	10,868	11,140	11,411	11,696	11,981	Monthly
			56.87	58.29	59.71	61.21	62.70	64.27	65.83	67.48	69.12	Hourly
7419*	CITY CLERK ADMINISTRATOR	MM	9,434	9,670	9,906	10,154	10,401	10,661	10,921	11,194	11,467	Monthly
			54.43	55.79	57.15	58.58	60.01	61.51	63.01	64.58	66.16	Hourly
7585	DEPUTY DIRECTOR OF DEVELOPMENT SERVICES	MM	11,468	11,755	12,041	12,342	12,643	12,959	13,275	13,607	13,939	Monthly
			66.16	67.82	69.47	71.20	72.94	74.76	76.59	78.50	80.42	Hourly
7575*	DEPUTY P.W. DIRECTOR - ENGINEERING	MM	11,298	11,581	11,863	12,160	12,456	12,768	13,079	13,406	13,733	Monthly
			65.18	66.81	68.44	70.15	71.86	73.66	75.46	77.34	79.23	Hourly
7595*	DEPUTY P.W. DIRECTOR - MAINTENANCE	MM	9,388	9,623	9,857	10,104	10,350	10,609	10,867	11,139	11,411	Monthly
			54.16	55.52	56.87	58.29	59.71	61.21	62.69	64.26	65.83	Hourly
7560*	DEPUTY P.W. DIRECTOR - UTILITIES	MM	9,989	10,239	10,488	10,750	11,012	11,288	11,563	11,852	12,141	Monthly
			57.63	59.07	60.51	62.02	63.53	65.12	66.71	68.38	70.05	Hourly
7510*	DIVISION FIRE CHIEF	MM	11,720	12,013	12,306	12,614	12,921	13,244	13,567	13,906	14,245	Monthly
			67.62	69.31	71.00	72.77	74.54	76.41	78.27	80.23	82.18	Hourly
7520*	ENGINEER - SENIOR	MM	9,350	9,584	9,818	10,064	10,309	10,567	10,824	11,095	11,366	Monthly
			53.94	55.29	56.64	58.06	59.48	60.96	62.45	64.01	65.57	Hourly
7600*	ENVIRONMENTAL COMPLIANCE MANAGER	MM	9,080	9,307	9,534	9,773	10,011	10,262	10,512	10,775	11,037	Monthly
			52.38	53.69	55.00	56.38	57.76	59.20	60.65	62.16	63.68	Hourly
7605*	INFORMATION SECURITY ADMINISTRATOR	MM	9,043	9,269	9,495	9,733	9,970	10,220	10,469	10,731	10,992	Monthly
			52.17	53.48	54.78	56.15	57.52	58.96	60.40	61.91	63.42	Hourly
7505*	INFORMATION TECHNOLOGY MANAGER	MM	10,018	10,269	10,519	10,782	11,045	11,321	11,597	11,887	12,177	Monthly
			57.80	59.24	60.69	62.20	63.72	65.31	66.91	68.58	70.25	Hourly

7443*	PARK MAINTENANCE MANAGER	MM	6,928	7,101	7,274	7,456	7,638	7,829	8,020	8,220	8,421	Monthly
			39.97	40.97	41.97	43.02	44.07	45.17	46.27	47.42	48.58	Hourly
7444*	PARKS AND GROUNDS SUPERINTENDENT	MM	8,600	8,815	9,030	9,256	9,481	9,718	9,955	10,204	10,452	Monthly
			49.62	50.86	52.10	53.40	54.70	56.07	57.43	58.87	60.30	Hourly
7465*	PLANNER-SENIOR	MM	7,611	7,802	7,992	8,192	8,392	8,602	8,812	9,032	9,253	Monthly
			43.91	45.01	46.11	47.26	48.42	49.63	50.84	52.11	53.38	Hourly
7460*	PLANNING MANAGER	MM	9,556	9,795	10,034	10,285	10,536	10,800	11,063	11,339	11,616	Monthly
			55.13	56.51	57.89	59.34	60.78	62.31	63.83	65.42	67.01	Hourly
7485*	PROJECT MANAGER	MM	7,879	8,076	8,273	8,480	8,687	8,904	9,121	9,349	9,578	Monthly
			45.46	46.59	47.73	48.92	50.12	51.37	52.62	53.94	55.26	Hourly
7490*	PUBLIC WORKS MAINTENANCE SUPERINTENDENT	MM	9,071	9,298	9,525	9,763	10,001	10,251	10,501	10,764	11,026	Monthly
			52.33	53.64	54.95	56.33	57.70	59.14	60.58	62.10	63.61	Hourly
7446*	RECREATION MANAGER	MM	8,062	8,264	8,465	8,677	8,888	9,110	9,332	9,565	9,799	Monthly
			46.51	47.68	48.84	50.06	51.28	52.56	53.84	55.18	56.53	Hourly

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PS - Police Sergeant

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Community Sponsorship Requests
Recommendation: Consider the sponsorship requests from the Beale Military Liaison Council, Inc., and 93Q Radio, and if approved:

A. Adopt a Resolution to approve a monetary sponsorship request from the Beale Military Liaison Council, Inc., in the amount of \$2,500.00

B. Adopt a Resolution to approve a monetary sponsorship request from 93Q Radio in the amount of \$3,750.00

Fiscal Impact: Monetary sponsorship in the amount of \$6,250.00 - Community Contributions - Account No. 4220-66010

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.

Council's Strategic Goal:

The overarching strategic goal of "Quality of Life."

Background:

Founded in 1985, the Beale Military Liaison Council, Inc. (BMLC) is a non-profit organization whose purpose is to advocate for, educate about, and partner with Beale Air Force Base (Beale) to raise funds and awareness for programs that support Beale. Through their efforts, the BMLC, with assistance from the local community and corporate partners, has invested more than \$1.5 million in Quality of Life projects and more than \$1 million in advocacy for Beale.

Founded in 2015, 93Q Radio (93Q) is a non-profit radio station that services the Yuba-Sutter community and produces income through membership, pledge drives and underwriters of programming. One of the goals of 93Q is to unite the community through their own voices, and they have done so through broadcasting over 3,000 interviews with local government, law enforcement,

non-profits, service clubs, businesses, events, fundraisers, education, and more.

Analysis:

In late April and early May, staff received Community Sponsorship Application Forms from the BMLC in the amount of \$2,500, and 93Q Radio in the amount of \$3,750, respectively.

The Amended Community Sponsorship Policy states, "The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process," and "applications will be presented to Council quarterly on a first-come, first-serve basis." Through the FY 23/24 Budget, Council established the following.

Account Number	Description	Funding Budgeted	Funding Available
4220-66010	Community Contributions	\$20,000	\$12,000
4220-66015	Community Events	\$10,000	\$5,500

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. The community sponsorship requests submitted by the BMLC and 93Q Radio total \$6,250 and, if approved, will be funded from Account 4220-66010, Community Contributions, of which there is \$12,000 available. Even though the amount exceeds the normal quarterly allocation of \$3,750, the fiscal year ends June 30th and there are sufficient funds to cover both requests.

Fiscal Impact:

There are sufficient funds in Account No. 4220-66010, Community Contributions, to cover the \$2,500 request from the BMLC and \$3,750 request from 93Q Radio.

Alternatives:

1. Do not authorize the contribution to the BMLC or 93Q Radio.
2. Authorize a different contribution amount to the BMLC or 93Q Radio.

Recommendation:

Consider the sponsorship requests from the Beale Military Liaison Council, Inc., and 93Q Radio, and if approved:

- A. Adopt a Resolution to approve a monetary sponsorship request from the Beale Military Liaison Council, Inc., in the amount of \$2,500.00.
- B. Adopt a Resolution to approve a monetary sponsorship request from 93Q Radio in the amount of \$3,750.00.

Attachments:

1. Resolution - Community Sponsorship Request - BMLC
2. BMLC Community Sponsorship Application
3. Resolution - Community Sponsorship Request - 93Q Radio

4. 93Q Community Sponsorship Application

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 APPROVING A
COMMUNITY SPONSORSHIP REQUEST FOR THE BEALE MILITARY LIAISON COUNCIL,
INC.**

WHEREAS, the Beale Military Liaison Council, Inc., (BMLC) a 501(c)(3) non-profit organization, is requesting community sponsorship funds to support their efforts to advocate for, educate about, and partner with Beale Air Force Base; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the BMLC serves an important public purpose to the community insofar as the public will receive benefits from their efforts to support Beale Air Force Base.

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 BMLC's efforts to support Beale Air Force Base benefits Yuba City residents. The requested sponsorship is for a qualified non-profit organization that primarily serves Yuba Sutter residents and will contribute positively to the recognition and image of the city. Accordingly, the City Council approves the sponsorship request of \$2,500 for the BMLC.

Section 3. This Resolution shall take effect immediately and 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 21st day of May, 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

ATTACHMENT 2



COMMUNITY SPONSORSHIP APPLICATION FORM

SECTION I

Name of Organization BMLC, Inc Non-Profit ID/ 501 C# 32-0443955

Address PO Box 1808 City/State/Zip Yuba City, CA 95992

Contact Person Janie Nall Phone 530.218.2121 Email jsn@c-mp.com

Organization Purpose/Mission See attached pages for additional information

Type of Organization:

☒ Non-Profit (located and/or primarily serves residents within the City of Yuba City)

☐ Educational Institution

☐ Local business (located within City of Yuba City city limits)

SECTION II

Type of Event:

☐ Local Celebration

☐ Athletic

☐ Cultural

☐ Educational

☐ Fundraiser

☐ Entertainment

☐ Other _____

Event Name _____

Event Location _____

Event Date/Time _____

Expected Number of Participants _____

Open to the Public? ☐ Yes ☐ No

SECTION III

Type of Sponsorship Requested:

☐ **In-kind services:** All the necessary arrangements must be made well in advance (such as parade permits, road closures, staffing, equipment availability, etc.). In-kind service sponsorship is considered independently from event arrangements. Amount requested: \$ _____

Services requested: _____

☒ **Monetary Sponsorship:** Amount requested \$ 2500.00

Please explain how your event meets one or more of the sponsorship criteria below (attach a separate page if needed):

- **Boosts the local Yuba City economy:** Beale AFB adds more than \$1 Billion annual economic impact to the regional community and nearly 11,000 jobs created as of 2022.
BMLC advocates to protect the viability of Beale AFB to ensure its future for our community and our nation
- **Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community:** Our region is privileged to have the military installation as part of community. Airmen and their families live and shop in our communities and our efforts to support will have a long lasting impact.
Our belief that Beale and our regional area are ONE COMMUNITY .
- **Contributes positively to the recognition and image of the City of Yuba City:** BMLC has strong relationships to both local and visiting Air Force leadership, fostering a positive image of the community beyond our region. Our advocacy to Virginia, Texas, & Washington DC supports the community's efforts to retain and recruit new missions adding increased recognition and positive image.

SECTION IV:

☒ I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City prior to distribution of event materials.

☒ I understand that if the City agrees to sponsor the event, appropriate ADA accessibility will be provided.

☒ I understand that sponsorship is optional and the City can deny this sponsorship application.

Signature of Applicant Janice Soohoo Nall Date April 16, 2024

Print Name of Applicant Janice Soohoo Nall for BMLC, Inc.

SECTION V (City Administration Use Only)

☐ **Approved**

☐ **Denied**

Signature: _____ Mayor Date: _____

Amount: \$ _____ Notes: _____



BEALE MILITARY LIAISON COUNCIL

Advocate | Educate | Partner

Making a difference for Beale AFB Airmen and their families.

BMLC, Inc. is honored to be the liaison group bringing together the Beale AFB military community and its surrounding area's civilian communities to serve each other.

Founded in 1985, BMLC (Beale Military Liaison Council) is a non-profit 501(c)3 organization that raises funds and awareness for programs that support Beale AFB and make a difference in the lives of the men, women, and their families stationed there.

BMLC maintains ongoing dialogue with Air Force leaders, elected officials, and relevant community organizations to ensure Beale, the center for High Altitude Intelligence Surveillance and Reconnaissance, remains viable and top-of-mind.

MISSION

We support Beale AFB, improving quality of life for airmen and their families by advocating, educating & partnering. We advocate to protect the viability of Beale AFB and ensure its future for our community and our nation.

BOARD

Janice Nall

Chair & USAF Civic Leader Emeritus;
ACC Civilian Group

Sami Nall

Vice Chair

Kellie Geweke Sheeran

Treasurer

Rigo Diaz

Secretary

Jamie Keith

Communications & AFRC Civic Leader

ADVOCATE for Beale

Many objectives are achieved through our advocacy initiatives that emphasize the critical importance of Beale's missions to our national security and its economic impact to our region.

Through frequent meetings and communication with elected officials, in California and Washington DC, and in conjunction with Air Force leadership at Beale, Air Combat Command and the Pentagon, BMLC advocates to grow and improve Beale AFB.

BMLC has invested \$1 million in advocacy on behalf of the future Airmen at Beale and the base of tomorrow.

- ✓ To keep Beale open
- ✓ For new missions and add-on missions
- ✓ For Beale improvements

EDUCATE about Beale

Special events are mission critical as they raise money and awareness not only to the needs of Beale's Airmen and their families, but of the regional economic impact Beale provides.

- ✓ Annual Patriotic Golf Tournament
- ✓ Distinguished Military leader visits
- ✓ Speaking engagements featuring elected officials and Military dignitaries
- ✓ Cork n Fork Air Force leadership event
- ✓ Civic Leader Tours

PARTNER with Beale

Our mission includes an unwavering commitment to enhance the quality-of-life for Beale Airmen and their families by improving their facilities, welfare and morale. Ultimately, also improving their experience at Beale AFB and within our communities. Many objectives are directly accomplished through our fundraising efforts and the generous support of the communities surrounding Beale.

BMLC has invested more than \$1.5 million in Quality of Life projects over the past decade. A list of many of those projects can be found at bmlc.org/bmlc-projects.



BMLC is a founding member of the California Defense Communities Alliance.



Golf Info

Join us August 23, 2024 for our annual Patriotic Golf Tournament to help raise funds for our mission.



BMLC, Inc. is a 501 (c)3 charitable non-profit organization: 32-0443955.

www.bmlc.org



bmlc530@gmail.com





Beale Military Liaison Council
ADVOCATE | EDUCATE | PARTNER

photo credit / Airman 1st Class Tristan Viglianco



photo credit / Senior Airman Juliana Londono

BEALE AIR FORCE BASE

Camp Beale opened in October 1942 as a training site for the 13th Armored and the 81st and 96th Infantry Divisions. During World War II, Camp Beale's 86,000 acres were home for more than 60,000 soldiers, a prisoner-of-war encampment and a 1,000-bed hospital. In 1948, the camp transferred from the Army to the Air Force. Today, Beale AFB is home for the U-2 Dragon Lady and T-38 Talon. The base, covering nearly 23,000 acres, is home to more than 4,500 military personnel. Beale AFB has an unique name and mission, a historic past, and a promising future.

Beale delivers persistent, integrated reconnaissance and combat power for our nation. Home to 895 civilians, 6026 retirees/others, 8274 families, 9151 personnel, 509 houses, 583 dorm rooms, 542 officers, 2978 enlisted, 320 contractors, and 751 Reserves.

Beale AFB Economic Impact - \$647 million



BEALE MILITARY LIAISON

BMLC Board Members visit Luke AFB Air Show and future Beale Commander Col. Keagan L. McLeese, March 2024.

We are honored to be the liaison group bringing together the Beale AFB military community and its surrounding area's civilian communities to better serve each other.

Founded in 1985, BMLC (Beale Military Liaison Council) is a non-profit 501(c)3 organization that raises funds and awareness for programs that support Beale AFB and make a difference in the lives of the men, women and their families stationed there. BMLC maintains ongoing dialogue with Air & Space Force leaders, elected officials, and relevant community organizations to ensure Beale, the center for High Altitude Intelligence, Surveillance and Reconnaissance, or HAISR, remains viable and top of mind.



MISSION, VISION, WHAT WE DO

BMLC advocates for Beale with Air & Space Force Leadership at the Pentagon, November 2023.

MISSION

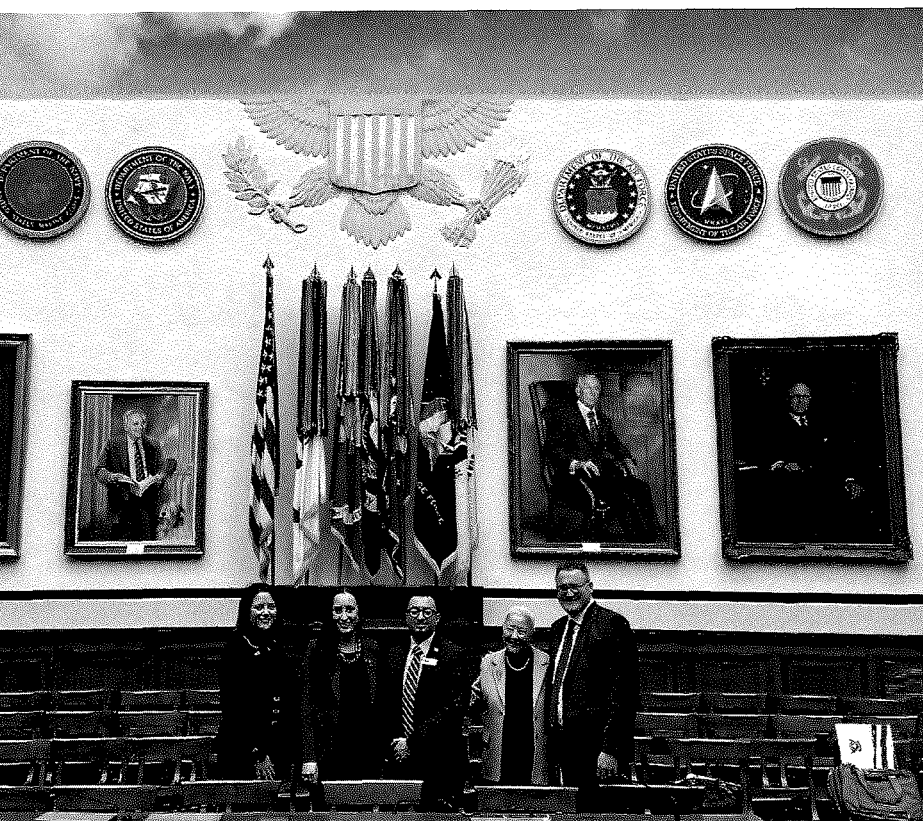
Our mission is to support Beale AFB, improving quality of life for the airmen and their families by advocating, educating & partnering. We advocate to protect the viability of Beale AFB and ensure its future for our community and our nation.

VISION

The main priority is to make a difference for Beale.

WHAT WE DO

Many objectives are achieved through our "Advocacy" initiatives that emphasize the critical importance of Beale's missions to our national security and its economic impact to our region. Advocacy is done through communication via elected officials both locally, at the State level and with trips to Capitol Hill. It also incorporates the partnership between elected officials, local base needs, and Air & Space Force leaders, with trips to the Pentagon. "Education" about Beale's mission is critical to raise money and awareness and is done both locally and afar. By "Partnering" with Beale we are able to provide quality of life projects for Beale's Airmen and Guardians and their families in the hopes of bettering their time on base and in our local community.



for Beale at Capitol Hill in February of 2024 and a meeting with Gen. David W. Allvin, Chief of Staff of the Air Force, while at the Pentagon in November of 2023. This effort helps to elevate the importance of Beale and our local community. While in DC, BMLC Board also caught up with past Beale Comm

ACCOMPLISHMENTS

BMLC has invested more than \$1,000,000 in quality of life projects and thousands of dollars advocating for Beale and the local community. This has been made possible because of national, regional, and local partners. From monetary donations to volunteer time, we are proud to give.

ADVOCATE

Through frequent meetings and communication with elected officials, in California and Washington DC, and in conjunction with Air & Space Force leaders at Beale, Air & Space Force, Air Combat Command and the Pentagon, BMLC advocates to grow and improve Beale AFB.

- ✓ Advocate to keep Beale open
- ✓ Advocate for new missions and add-on missions
- ✓ Advocate for Beale Improvements
- ✓ Advocate for improved quality of life



BMLC Board visit Joint Base Langley and host Cork n Fork, in August of 2023, for Air Force leadership including four-star Gen. Mark D. Kelly, Commander, Air Combat Command and Beale AFB Commander Col. Geoffrey I. Church. Local leaders from Yuba-Sutter enjoy a tour of Creech AFB, February of 2023.

ACCOMPLISHMENTS CONT.

EDUCATE

Special events are mission critical as they raise money and awareness not only to the needs of Beale's Airmen and Guardians and their families but of the regional economic impact Beale AFB provides. We provide a space for the Air Force community to meet, discuss, and learn. From huge fundraising events to dinners and leadership tours. We bring leadership to our local area and invite our local leaders to learn more about the larger Air Force, so we can all learn from each other.

PARTNER

Our mission includes an unwavering commitment to enhance the quality of life for Beale Airmen and Guardians and their families by improving their facilities, their welfare and morale and ultimately, their experience at Beale AFB and within our communities. Some objectives are directly accomplished through our fundraising efforts and the generous support of the communities surrounding Beale.



Dorm Dwellers



Halloween Trunk or Treat



Holiday Toy Drive for children with deployed parents

PARTNER



Burger Burns



Luncheons for base leadership meetings



Combat Dining Out



Family fun day at local baseball event

PROJECTS

Beale Military Liaison Council (BMLC) has been able to achieve a lot in a short amount of time, with help from the local community and corporate partners. BMLC has invested more than \$1.5 million in Quality of Life projects and more than \$1 million in advocacy on behalf of the future Airmen at Beale and the base of tomorrow.



Advocate

BMLC has actively advocated at local, state, and national levels for critical initiatives and missions.

- ✓ \$14 million Beale Child Development Center
- ✓ Privatization for new base housing
- ✓ Global Hawk Mission
- ✓ U-2 Cockpit altitude reduction
- ✓ MC-12 mission & retention
- ✓ Flight line air traffic control tower
- ✓ Energy Resilience & Conservation Investment Program Grant
- ✓ UPL funding for the 940th Ops Group Center

Educate

BMLC has fostered local educational opportunities.

- ✓ Community Outreach
- ✓ Honorary Commanders' Program
- ✓ Speakers' Bureau
- ✓ Civic Leader Tours

Partner

Our impact on Quality of Life projects would not be possible without the support of our partners. Over the past decade we have been able to do many great things for Beale AFB.

- ✓ 548th ISR Group Conference Center and Heritage Room
- ✓ \$100,000 for Schneider "Main" Gate renovation
- ✓ Rifle & Pistol Range reconstruction
- ✓ Garden at the base clinic
- ✓ Concrete Exercise Pad
- ✓ Exercise equipment on running path
- ✓ Replacement of play equipment for Lil' Dragon Playground
- ✓ Airmen's Attic improvements
- ✓ Thrift Store improvements
- ✓ Mosquito abatement appliances for visitor gates
- ✓ Renovation of the break-room/kitchen at Bomb Training Center (AFCOMAC)
- ✓ Cell phone booster tower at the Medical Clinic
- ✓ Awnings for weather protection at checkpoint stations at visitor gates
- ✓ Large screen TVs for Airmen deployment screenings
- ✓ Computers and printers for Beale Library and Education Center
- ✓ Skateboard park
- ✓ Installation of new A/C unit at the Thrif Shop
- ✓ Awnings at the Rod & Gun Club
- ✓ Renovation of the 548th ISR Courtyard
- ✓ Installation of a concrete "exercise pad" adjacent to the running track to be used for PT (physical training)
- ✓ Burger Burns for Airmen
- ✓ Recognition awards
- ✓ Cookie Caper support
- ✓ Donation to the Air Force Ball
- ✓ Providing an award donation for the "Maintenance Professional of the Year"
- ✓ Monetary donation and volunteer commitment of Board at the annual Toy Drive for Children with deployed parents and exceptional children
- ✓ Combat Dining Out

FUNDRAISERS

The BMLC Patriotic Golf Tournament is an annual event held each August featuring local business leaders, civic leaders, Beale AFB Airmen and Guardians and leadership and Air Force leaders from across the country. As BMLC's primary fundraiser, the annual Patriotic Golf Tournament is not only fun but raises money to help further quality of life projects and advocacy for Beale AFB.

photo credit / Beale AFB Public Affairs



SUPPORTERS

BMLC is very fortunate to have ongoing annual supporters, Golf Tournament partners, and donors. Support for our mission is key to providing the success of our projects. We strive to help Beale grow by addressing its current needs and working to secure new missions and follow on missions. It is the partnership of these individuals and businesses that allows for our goals to survive and thrive!

PERSONAL SUPPORTERS

- Jim Barrilleaux
- Gayle Berkhouse
- Tony Bevacqua
- Russ & Donna Clark
- Tim Colbie
- Mike & Gayle Cowley
- Jim & Emily Dawson
- Rigo Diaz
- Robert Falconer
- Betty Huckins
- Brandon & Jamie Keith
- Gary Kim
- Steve Kroeger
- Steve Lim
- Ken Meyers
- Janice Nall
- Sami Nall
- Chuck Pappageorge
- Fran Peace
- Dave Schmall
- Ken Soohoo
- Kellie Geweke Sheeran
- Symren Takher
- Dave Vaughn
- Tom & Robin Walther
- Mike Wheeler

BUSINESS SUPPORTERS

- Appeal-Democrat
- Bank of Feather River
- Calvary Christian Center
- Enterprise / Sierra Central Credit Union
- Ford Motor Company Fund
- Frank M. Booth, Inc.
- Geweke Ford-Kia
- Lockheed Martin Skunk Works
- Marcus H Bole & Associates
- North Star Construction & Engineering
- Recology Yuba-Sutter
- Shaw & Associates
- Yuba-Sutter Chamber of Commerce
- Yuba-Sutter EDC

GOVERNMENT SUPPORTERS

- City of Marysville
- City of Yuba City
- County of Nevada
- County of Sutter
- County of Yuba



SUPPORTERS CONT.

Our annual golf tournament sponsors have a helping hand in raising funds that go back to Beale AFB and the Airmen for Quality of Life projects, Advocacy for Beale AFB, and Education about Beale.



WE ARE

- ✓ Proud to support our Airmen and Guardians
- ✓ Thankful for the Air & Space Forces
- ✓ Happy to donate time and money to better Beale AFB

BMLC Strong!



Leadership Luncheons



Maintenance Professional Awards



Civic Leader Tours



 PO Box 1808
Yuba City, CA 95992

 bmlc530@gmail.com

 [@bmlc530](https://twitter.com/bmlc530)

 [@bmlc530](https://www.instagram.com/bmlc530)

 [bmlc530](https://www.facebook.com/bmlc530)



ATTACHMENT 3

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING A
COMMUNITY SPONSORSHIP REQUEST FOR 93Q RADIO**

WHEREAS, 93Q Radio (93Q), a 501(c)(3) non-profit organization, is requesting community sponsorship funds to support community radio and studio interviews that inform the public; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that 93Q serves an important public purpose to the community insofar as the public will receive community information and updates broadcast via 93Q.

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 93Q's efforts to provide community radio benefits Yuba City residents. The requested sponsorship is for a qualified non-profit organization that primarily serves Yuba Sutter residents and will contribute positively to the recognition and image of the city. Accordingly, the City Council approves the sponsorship request of \$3,750 for 93Q.

Section 3. This Resolution shall take effect immediately and 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 21st day of May, 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

ATTACHMENT 4



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization: 93Q Radio Non-Profit ID/ 501 C# 3

Address 423 4th Steet M3 City/State/Zip: Marysville, CA 95901

Contact Person: Bob Fischetti Phone 530-301-7597 Email: fish@93qradio.com

Organization Purpose/Mission: Educate and Inform, give the community a voice

Type of Organization:

- ☒ Non-Profit (located or primarily serves residents within the City of Yuba City)
☐ Educational Institution
☐ Local business (located within City of Yuba City city limits)

Type of Event:

- ☐ Local Celebration ☐ Athletic ☐ Cultural ☐ Educational ☐ Fundraiser ☐ Entertainment
☒ Other

Program or Event Name: Community Radio 93.3 LPFM/ Studio Interviews

Event Location: 93Q Studio 423 4th Street, Marysville, Ca

Event Date/Time: Weekdays at 7:00am and 8:00am

Expected Number of Participants

Open to the Public? ☒ Yes ☐ No

Please explain how your program or event meets one or more of the sponsorship criteria below:

- Boosts the local Yuba City economy: Interviews of new business through Chamber of Commerce and listener suggestions.
- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: Through community events and promotion of Government, Law Enforcement, and Non-Profits.
- Contributes positively to the recognition and image of the City of Yuba City: Constantly pointing the conversations towards the continued unity, strength, and benevolence of the community.

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested:

☐ Facility Waiver – Amount requested: _____

X Monetary Funding – Amount requested: \$3,750.00

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

X I understand that if the City agrees to sponsor the event, I will acknowledge the sponsorship on all printed information or advertising related to the event using a message approved by the City and provide any written marketing material to the City before distribution of event materials.

☐ If the City agrees to sponsor the event, I understand that appropriate ADA accessibility and other permit requirements will be provided.

X I understand that sponsorship is optional, and the City can deny this sponsorship application.

Signature of Applicant _____ Date: April 29, 2024

Print Name of Applicant: Robert Fischetti CEO Tower Media Studios KETQ 93.3 LPFM

CITY OF YUBA CITY | Rev. 1.18.22

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Harter Estates North (Annexation #5 of property in CFD 2021-1)
Recommendation: Adopt a Resolution annexing a certain area, Harter Estates North, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Fifth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter
Fiscal Impact: This CFD annexation will provide \$515.10 per single family unit annually, with provisions for inflation.

Purpose:

To include new residential development in a Community Facilities District (CFD) to pay for impacts to City Services.

Council's Strategic Goals:

This item addresses the City Council's Strategic Goal of operating government in a fiscally responsible and responsive manner.

Background:

The City's adopted policy and Project Conditions of Approval for new residential development include a requirement that the development pay for its share of operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. On April 28, 2021, the Planning Commission approved Tentative Map SM 19-01, Harter Estates North, to subdivide a 14.53-acre parcel into 73 single family residential parcels located on the west side of the Harter Specific Plan Area, west of Harter Parkway, and south of Butte House Road. Planning Commission Condition of Approval No. 37 contains the requirement to pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs.

The Mello-Roos Community Facilities Act of 1982 (Act) provides a mechanism for cities to form CFDs in order to finance the provision of certain municipal services. The types of services that may be provided by a CFD are as follows:

1. Police
2. Fire
3. Recreation and Library
4. Maintenance of parks, parkways and open space
5. Maintenance of Roadways
6. Flood and storm protection services
7. Hazardous substance removal or remediation

On May 18, 2021, Council adopted Resolution 21-047 establishing policies related to CFDs for services. At this same meeting, Council adopted Resolution 21-048 stating its intention to establish City of Yuba City Community Facilities District 2021-1 (Municipal Services) (CFD 2021-1), authorize the levy of a special tax within the district, and authorize the annexation of future territory into the future annexation area by unanimous written approval.

On July 6, 2021, Council voted the Initial Property (Dunn Ranch Estates – Unit 1 Subdivision [56 residential lots] at the southeast corner of Royo Ranchero Drive and Monroe Drive) to be part of CFD 2021-1 and subject to the special taxes therein. Council also voted to include a Future Annexation Area. The Future Annexation Area consists of several undeveloped, residential zoned properties generally in the western and southern Yuba City Urbanized Area. The Future Annexation Area allows new property owners to annex to the district by unanimous written consent, which streamlines the CFD annexation process.

Analysis:

The Developer of Harter Estates North has executed an Unanimous Approval of Annexation to a Community Facilities District (CFD 2021-1) to satisfy this condition. Harter Estates North will be the fifth property to annex to CFD 2021-1 (Annexation No. 5), and will be subject to the special taxes therein.

In Resolution 21-048, Council directed the preparation of the Report for CFD 2021-1 to show the services to be provided in CFD 2021-1. The Hearing Report for CFD 2021-1 follows the same methodology used in the formation of CFD 2017-1, which initially established a maximum levy of \$425 annually per single family residential unit with an escalation factor equal to the percentage escalation of the City's combined Police and Fire Department budgets, up to a maximum escalation of 4 percent. The current levy in fiscal year 2023/24 is \$515.10 annually per single family residential unit and \$375.72 annually per multi-family residential unit, which will be subject to future escalation in accordance with the rate and method of apportionment of the special tax.

A Notice of Special Tax Lien is to be recorded concurrently with the boundary map (Annexation No .5 – Harter Estates North) in the Office of the County Recorder for the County of Sutter, State of California. The lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax within the area of Annexation No. 5 (Harter Estates North).

Fiscal Impact:

A total of 73 residential parcels are contained in Harter Estates North resulting in a total current annual levy of \$37,602.30, based on fiscal year 2023/24 rates.

The developer is responsible for covering the costs of annexing to the CFD.

Alternatives:

Do not adopt a Resolution annexing Harter Estates North into CFD No. 2021-1 to fund Municipal Services, and direct staff on other acceptable means of assuring this development contributes its fair share of impacts to services.

Recommendation:

Adopt a Resolution annexing a certain area Harter Estates North, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the Fifth Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter.

Attachments:

1. Resolution approving Annexation No. 5 to Yuba City CFD 2021-1 and Exhibits
2. Fifth Amendment to Notice of Special Tax Lien and Exhibits

Prepared By:

Kevin Bradford
Deputy Public Works Director – Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MUNICIPAL SERVICES) APPROVING ANNEXATION NO. 5 (HARTER ESTATES NORTH) TO SAID DISTRICT RELATING TO THE PROPERTY LOCATED ON THE WEST SIDE OF THE HARTER SPECIFIC PLAN AREA, WEST OF HARTER PARKWAY, AND SOUTH OF BUTTE HOUSE ROAD.

WHEREAS, on May 18, 2021, this City Council adopted a resolution entitled “A Resolution Of The City Council Of The City Of Yuba City Declaring Its Intention To Establish Yuba City Community Facilities District No. 2021-1 (Municipal Services), To Authorize The Levy Of A Special Tax Therein To Finance Certain Services And To Authorize The Annexation Of Future Territory In The Future Annexation Area To The District By Unanimous Written Approval” (the “Resolution of Intention”), stating its intention to form Yuba City Community Facilities District No. 2021-1 (Municipal Services) (the “CFD”), pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the “Act”) and a future annexation area to the CFD (“Future Annexation Area”);

WHEREAS, the Resolution of Intention, setting forth a description of the proposed boundaries of the CFD and Future Annexation Area, services to be financed by the CFD (“Services”) and Future Annexation Area, including incidental expenses, and the rate and method of apportionment (the “Rate and Method”) of the special tax (the “Special Tax”) to be levied within the CFD to pay for the Services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

WHEREAS, the Resolution of Intention set July 6, 2021, as the date for the joint public hearing on the establishment of the CFD, the extent of the CFD, the Future Annexation Area, the furnishing of the Services within the CFD, and the proposed Rate and Method;

WHEREAS, a notice of the public hearing to be held on July 6, 2021 was published in accordance with the Act;

WHEREAS, on July 6, 2021, this Council held noticed joint public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD and the Future Annexation Area;

WHEREAS, at the hearing all interested persons desiring to be heard for or against the establishment of the CFD, the extent of the CFD, the furnishing of the Services and the Rate and Method and the Future Annexation Area were heard and a full and fair hearing was held;

WHEREAS, at the hearing evidence was presented to this Council on such matters before it, including a special report (the “Hearing Report”) as to the Services to be provided through the CFD and the costs;

WHEREAS, following the close of the hearing, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the Rate and Method had not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing

within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, following the close of the hearing, written protests with respect to the Future Annexation Area, the furnishing of specified types of services and the Rate and Method had not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or Future Annexation Area or property owners of one-half (1/2) or more of the area of land within the CFD or Future Annexation Area and not exempt from the proposed special taxes; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution No. 21-094, which is on file with the City Clerk and incorporated herein by this reference, that ordered the formation of the CFD and Future Annexation Area, defined the public services (the "Services") to be provided by the CFD, authorized the levy of a special tax on property within the CFD, preliminarily established an appropriations limit for the CFD, and approved future qualifying projects the ability to voluntarily annex into the Future Annexation Area by unanimous approval of the property owners, all pursuant to the Act; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution No. 21-095 that called a special election for July 6, 2021, at which the questions of levying a special tax and establishing an appropriations limit with respect to the CFD were submitted to the qualified electors within the CFD; and

WHEREAS, on July 6, 2021, the City Council adopted Resolution No. 21-096, that declared the results of the special election and finding that more than two-thirds (2/3) of all votes cast at the special election were in favor of the issue presented, and such measure passed; and

WHEREAS, on July 12, 2021 a notice of special tax lien was recorded with the Office of the County Recorder of the County of Sutter, as Document No. 2021-0012518 the "Notice of Special Tax Lien"), thereby giving notice that the lien to secure payment of the special tax was imposed on the land in the CFD; and

WHEREAS, the owner (the "Property Owner") of the parcels listed in Exhibit A hereto and incorporated herein by this reference, located within the Future Annexation Area (the "Property") has agreed to mitigate certain impacts of the proposed development of the Property by paying for the Services financed by the CFD; and

WHEREAS, pursuant to the Act, the Property Owner has executed a unanimous approval, attached hereto as Exhibit B and incorporated herein by this reference (the "Unanimous Approval"), constituting the Property Owner's unanimous approval and unanimous vote in favor of the annexation of the Property to the CFD and the levy of special taxes on the Property; and

WHEREAS, the City Council now wishes to approve this Annexation No. 5 of the Property pursuant to the simplified process for annexations under Sections 53328.1, 53339.7 and/or 53339.8 of the Act and add Annexation No. 5 (Harter Estates North) as part of the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY, ACTING AS LEGISLATIVE BODY OF THE CITY OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MUNICIPAL SERVICES) DOES HEREBY RESOLVE AS FOLLOWS:

1. Recitals. The City Council finds and determines that all the foregoing recitals are true and correct and incorporated herein.

2. Unanimous Approval. The City Council hereby receives and files the Unanimous Approval as Annexation No. 5 (Harter Estates North) to the CFD, and hereby further authorizes and directs the officers of the City to do any and all things to execute and delivery all documents they may deem necessary or advisable in order to consummate the transaction described herein and to effectuate the purpose of this Resolution.

3. Approval of Annexation. The City Council hereby determines that the Property is added to and part of the CFD with full effect and the City Council approves and confirms the Rate and Method of Apportionment of the Special Tax attached to the Unanimous Approval this reference incorporated herein. The City Council hereby finds that the Property Owner's unanimous written approval is equivalent to an election pursuant to Government Code Section 53339.7(a) of the Act. The Property is added to and part of the existing CFD with full legal effect, and the City Council shall levy any special tax within the annexed territory as specified in the Ordinance No. 005-021 adopted with respect to the CFD pursuant to Government Code Section 53340, any resolution related thereto and, as specified in the Resolution of Intention, and as specified in any other Ordinance, if any, adopted pursuant to Government Code Section 53340.

4. Consolidation of Annexed Map. The City Council hereby determines that the territory described in Exhibit C hereto, and further defined in the map entitled "Annexation Map No. 5 (Harter Estates North) of City of Yuba City Community Facilities District No. 2021-1 (Municipal Services), City of Yuba City, County of Sutter, State of California" which is on file with the City Clerk, is added to and part of the CFD with full effect. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Sections 3111, 3113 and 3113.5 of the Streets and Highways Code of the State of California.

5. Validity of Procedures. The City Council hereby finds and determines that all prior proceedings and actions taken by the City Council pursuant to the Act in connection with the formation, voluntary annexation area and annexation of territory to the CFD, including this Annexation No. 5 (Harter Estates North)

6. Amendment to Notice of Special Tax Lien. The City Clerk, or designee, is hereby directed to complete, execute and cause to be recorded in the office of County Recorder of the County of Sutter, an amendment to the Notice of Special Tax Lien, in accordance with the provisions of Sections 3114.5 and 3117.5 of California Streets and Highways Code of the State of California within fifteen (15) days of the adoption of this Resolution, evidencing that the Property is added to the CFD.

7. Effective Date. The City Clerk shall certify the adoption of this Resolution. This Resolution shall take effect upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

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

Exhibits:

- A. Assessor parcel Numbers and Owners of Land
- B. Unanimous Approval
 - a) Exhibit A – Description of Services
 - b) Exhibit B – Annexation No. 5, Rate and Method of Apportionment
 - c) Exhibit C – Annexation Map No. 5 of Harter Estates North

EXHIBIT A

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)**

ANNEXATION NO. 5 (HARTER ESTATES NORTH)

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND

Assessor Parcel No(s)

62-310-017

Name of Property Owner

D.R. Horton, CA2, Inc.,
A California corporation

That will become 73 lots with assessor parcel numbers

62-310-TBD

D.R. Horton, CA2, Inc.,
A California corporation

EXHIBIT B

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)**

ANNEXATION NO. 5 (HARTER ESTATES NORTH)

UNANIMOUS APPROVAL

[attached]

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District and Related Matters**

City of Yuba City

**Community Facilities District No. 2021-1
(Municipal Services)**

Annexation No. 5 (Harter Estates North)

To the Honorable City Council
City of Yuba City, as legislative body of
Community Facilities District No. 2021-1
(Municipal Services)
1201 Civic Center Boulevard,
Yuba City, California 95993

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of D.R. Horton CA2, Inc., a California corporation, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Sections 53328.1 and/or 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to the annexation of the Property to the "City of Yuba City Community Facilities District No. 2021-1 (Municipal Services)" (the "CFD") and approval of the special taxes to be levied against the Property, and the undersigned hereby states, certifies, agrees and declares under penalty of perjury, as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property. No parties are residing on the Property and therefore there are no registered voters on the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services, which are incorporated herein by this reference (the "Services") described in Exhibit A hereto and made a part hereof. In such connection Property Owner has reviewed the list of the Services and hereby agrees, consents and approves to the Services and the Annexation of the Property to the CFD for the benefit of the City and the CFD.

3. Approval of Special Tax and the Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services. The Special Taxes will be levied according to the Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). In such connection property owner consents and approves of the Rate and Method and understands that such taxes shall be levied against the Property.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit

Annexation No. 5 (Harter Estates North)

established for the CFD. The Property Owner hereby approves, consents and agrees to the appropriations limit for the CFD of \$1,700,000, pursuant to Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in the population.

5. Waivers and Vote. Resolution No. 21-048 adopted by the City Council on May 18, 2021 and Resolution No. 21-094 adopted by the City Council on July 6, 2021 and Sections 53328.1 and 53339.3 of the Act provide an alternate and independent procedure for annexation to a community facilities district that simplifies the annexation process. Under such process, the Property Owner acknowledges and agrees that by executing this Unanimous Approval, the Property Owner is voluntarily waiving any and all right to an election held in accordance with Sections 53326, 53327, 53327.5, 53328, 53339.7, 53339.8 and other relevant provisions of the Act. The Property Owner hereby confirms that this Unanimous Approval constitutes its unanimous approval and unanimous vote as described herein and as contemplated by Section 53339.3 *et seq.* of the Act and for purposes of the California Constitution Article XIII A and XIII C. In lieu of an approval by public hearing, ballot and election, if any, the Property Owner intends for this Unanimous Approval to constitute its ballot and election and waiver of a public hearing. Further, the Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property in accordance with the rate and method of apportionment and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of Sutter, State of California on July 12, 2021, as Document No. 2021-0012518.

The Property Owner hereby understands and agrees, consents and approves to the City Clerk, or City designee, to execute and cause to be recorded in the office of the County Recorder of the County of Sutter an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions for the annexation of the Property to the CFD and the levy of special taxes within the area of the Property shall do not constitute events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City and/or the Act about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified below, and such Property Owner approves, consents and agrees that Property will be subject to the CFD upon recordation of the amendment to the

Notice of Special Tax Lien. The Property is located in the Future Annexation Area of the CFD and the map is attached hereto as Exhibit C.

Assessor's Parcel Number(s):

APN	Acreage	Anticipated Units	Property Owner
62-310-017	14.53	73	D.R. Horton, CA2, Inc., a California corporation

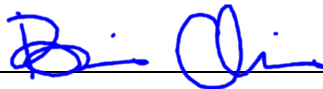
Acres: 14.53

By executing this Unanimous Approval, the Property Owner agrees, consents, declares and certifies to all of the above.

Annexation No. 5 (Harter Estates North)

Property Owner

By: D.R. Horton, CA2, Inc., a California corporation

By: _____

Name: Bonnie Chiu

Title: Vice President

Notice Address

Harter Estates Project Manager
3000 Lava Ridge Court, Suite 130
Roseville, CA 95661

EXHIBIT A

**Yuba City
Community Facilities District No. 2021-1
(Municipal Services)**

DESCRIPTION OF SERVICES

The Services to be funded by the CFD include the following services and all incidental expenses related to such services, all of which are authorized by the Act:

PUBLIC SERVICES

- (a) Police protection services;
- (b) Fire protection and suppression services, ambulance and paramedic services;
- (c) maintenance of parks, parkways, streets, roads, and open space;
- (d) flood and storm protection services, including but not limited to the maintenance of storm drainage systems and sandstorm protection systems,
- (e) Services with respect to the removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act;
- (f) Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency pursuant to an agreement entered into under Section 53316.2; and
- (g) costs incurred by the City and or County in formation of the district, annexation and annual contract administration.

In accordance with Section 53313 of the Act, the additional services may not supplant services available within the territory when the district was created or annexed.

The same types of services which are authorized to be financed by CFD No. 2021-1 are the types of services to be provided in the Future Annexation Area, as properties are annexed.

The services include operational and maintenance costs associated with providing such services.

EXHIBIT B

City of Yuba City

**Community Facilities District No. 2021-1
(Municipal Services)**

RATE AND METHOD OF APPORTIONMENT

The Special Tax shall be levied in Annexation No. 5 (Harter Estates North) in accordance with the Rate and Method of Apportionment of Special Tax for City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) pursuant to the rate set forth in the attachment hereto.

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2021-1 (Municipal Services) [herein "CFD No. 2021-1"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2021-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2021-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or "Acre" means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD No. 2021-1 as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Annual Tax Escalation Factor" means an annual increase in the Maximum Special Tax following the Base Year in an amount not to exceed four percent (4%). The Annual Tax Escalation Factor shall be based on the budgeted escalation of the City of Yuba City's combined Police and Fire Departments from the previous fiscal year.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 2021-1 as set forth in the documents adopted by the City Council when the CFD No. 2021-1 was formed.

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

"City Council" means the City Council of the City of Yuba City, acting as the legislative body of CFD No. 2021-1.

"County" means Sutter County, California.

"Developed Residential Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential structure was issued prior to June 30 of the preceding Fiscal Year.

"Finance Director" means the Finance Director for the City or his or her designee or successor.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all units in CFD No. 2021-1 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

"Public Property" means any property within the boundaries of CFD No. 2021-1 that is owned by the federal government, State of California, County, City, or other public agency.

"Residential Unit(s)" means an individual lot of land for which a building permit could be issued to construct one or more residential dwelling units.

"Residential Property" means all Assessor's Parcels of Taxable Property for which a map has been recorded designating individual Residential Units.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property within the boundaries of CFD No. 2021-1 for which a map has been recorded designating the Assessor's Parcel as a lot for which a building permit could be issued and the Assessor's Parcel cannot be classified as a Residential Property.

"Special Tax" means any tax levied to pay for Authorized Services and Administrative Expenses.

"Single Family Property" means buildings containing one dwelling unit located on a single lot that are individually owned, including attached or detached residences (i.e., townhome unit and/or condominium units).

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2021-1 designated as Developed Residential Property.

"Undeveloped Residential Property" means all Parcels of Residential Property within the boundaries of CFD No. 2021-1 that are not Developed Residential Property, as determined by the Administrator.

"Unit" means an individual single family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels within CFD No. 2021-1, and each parcel shall be classified as Developed Residential Property, Non-Residential Property, Public Property, or Undeveloped Residential Property, and shall be subject to the levy of annual Special Taxes determined pursuant to Sections C and D below.

B. MAXIMUM SPECIAL TAX RATE

All Taxable Property within the CFD No. 2021-1 shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in **Table 1**, below, but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 2021-1:

Each Residential Unit is subject to the Maximum Special Tax shown in **Table 1**, below.

Non- Residential Property, Undeveloped Property, and Public Property is not subject to the Maximum Special Tax.

Table 1

Property Land Use	Fiscal Year 2020/21 Maximum Special Tax Amount *
Single Family Property	\$467.10 per Single Family Residential Unit
Multi-Family Property	\$340.70 per Multi-Family Residential Unit
Undeveloped Residential Property	\$0 per Assessor's Parcel

* Beginning July 1, 2021 and each July 1 thereafter, all of the Maximum Special Taxes shown in **Table 1** above shall be adjusted by applying the Annual Tax Escalation Factor.

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 2021-1. The Special Tax for CFD No. 2021-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 2021-1 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

D. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property, Non-Residential Property, or Undeveloped Residential Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2021-1 from time to time. The property to be annexed will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed, as pursuant to California Government Code section 53339 et seq.

In certain cases, it may be determined that a potential property to be annexed may require a higher cost to provide City services than other areas of the City (e.g., if it possesses a large quantity of City- owned infrastructure that requires maintenance). As each annexation is proposed, the City may elect to prepare an analysis to determine the annual cost for providing Services, and may incorporate unique zones with varying Maximum Special Tax rates. Such zones may be referred to by reference to a letter or number on the boundary map, and adjust the rates in Table 1 of such annexation to reflect the applicable rates.

The City may adopt a future annexation area in the future and allow for annexation by unanimous written consent.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

EXHIBIT C

Yuba City

Community Facilities District No. 2021-1

(Municipal Services)

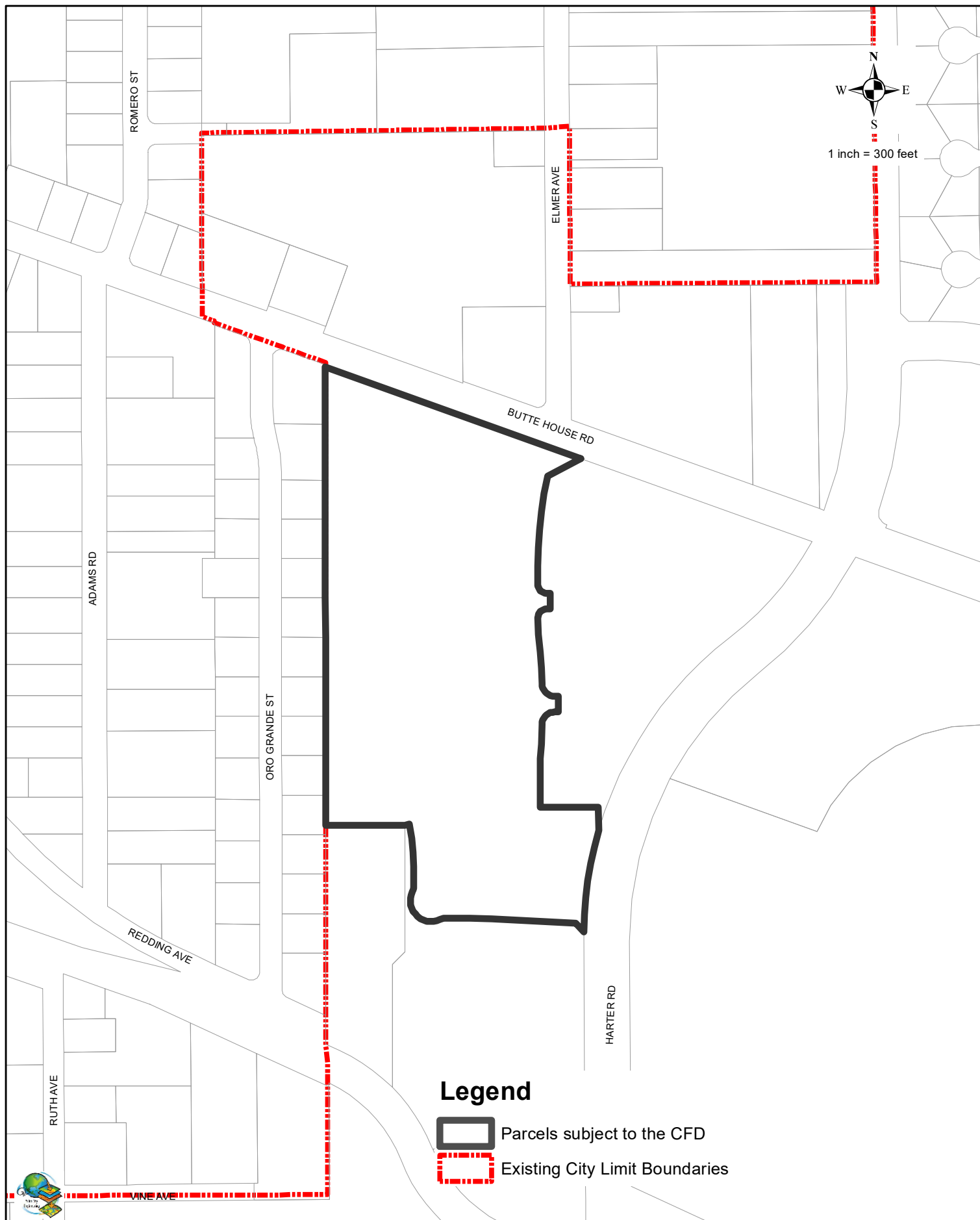
ANNEXATION MAP NO. 5 (HARTER ESTATES NORTH) OF YUBA CITY COMMUNITY FACILITIES DISTRICT

NO. 2021-1

(MUNICIPAL SERVICES)], CITY OF YUBA CITY, STATE OF CALIFORNIA

[see attached]

Proposed Boundary Map of CFD No. 2021-1 Annexation No. 5
Harter Estates North
City of Yuba City, Sutter County, California



ATTACHMENT 2

FIFTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

**City of Yuba City
Community Facilities District No. 2021-1
(Municipal Services)
Annexation No. 5 (Harter Estates North)**

Pursuant to the requirements of Sections 3114.5 and 3117.5 of the Streets and Highways Code and Government Code Section 53311, et seq., the undersigned City Clerk of the City of Yuba City, acting on behalf of City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) (the "CFD"), HEREBY GIVES NOTICE that a lien is hereby imposed on taxable property within the property described herein Annexation No. 5 (Harter Estates North), which has been annexed to the CFD to secure payment of a special tax ("Special Tax") which the City Council of the City of Yuba City (the "City"), County of Sutter (the "County"), State of California, is authorized to annually levy for the following purpose of financing the following services:

- (a) Police protection services;
- (b) Fire protection and suppression services, ambulance and paramedic services;
- (c) maintenance of parks, parkways, streets, roads, and open space;
- (d) flood and storm protection services, including but not limited to the maintenance of storm drainage systems and sandstorm protection systems,
- (e) Services with respect to the removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment, subject to the limitations contained in Section 53313 of the Act;
- (f) Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the local agency or by another local agency pursuant to an agreement entered into under Section 53316.2; and
- (g) costs incurred by the City and or County in formation of the district, annexation and annual contract administration.

The services include operational and maintenance costs associated with providing such services.

The Special Tax is authorized to be levied within the CFD that has now been officially formed and includes Annexation No. 5 (Harter Estates North) and the lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax and which shall continue in force and effect until the special tax obligation is prepaid, if applicable, permanently satisfied, and canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of the authorized special tax is as follows: The rate and method of apportionment of the authorized Special Tax is as shown in the Rate and Method of Apportionment set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Rate and Method"). The Special Tax shall be collected in the same manner as ordinary ad valorem property taxes and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, the CFD may utilize a direct billing procedure for any Special Taxes that cannot be collected on the County tax roll or may elect to collect the Special Taxes at a different time or in a different manner if necessary to meet its financial obligations. Conditions under which the obligation to pay the special tax may be prepaid and permanently satisfied and the lien of the special tax canceled are as follows: The Special Tax is levied perpetually as provided in the Rate and Method and there are no conditions upon which it may be prepaid.

Notice is further given that upon the recording of this notice in the Office of the County Recorder of Sutter County, the obligation to pay the Special Tax levy shall become a lien upon all non-exempt real property within the area of Annexation No. 5 (Harter Estates North) in accordance with Sections 3114.5, 3115.5 and 3117.5 of the Streets and Highways Code.

The (a) names of the owner(s) of the real property included within the annexed property to the CFD as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within Annexation No. 5 (Harter Estates North) to the CFD and not exempt from the special tax, are as set forth on the attached, referenced and incorporated Exhibit B.

Reference is made to the boundary map of the Annexation No. 5 (Harter Estates North) to the CFD recorded concurrently herewith in the Book ____ at Page _____ of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Sutter, State of California, which map is now the final boundary map of Annexation No. 5 (Harter Estates North) to the CFD. The Boundary Map of the original district is Recorded as Document No. 2021-0012517 in Book 3 of Assessment and Community Facilities Districts at Pages 93 through 96, in the Office of the County Recorder of the County of Sutter, State of California.

EXHIBIT A

See Rate and Method of Apportionment Attached

(Insert RMA)

**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2021-1 (Municipal Services) [herein "CFD No. 2021-1"] shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2021-1, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2021-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acreage" or "Acre" means the land area making up an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the County Recorder's Office.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer the CFD No. 2021-1 as determined by the Finance Director.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Annual Tax Escalation Factor" means an annual increase in the Maximum Special Tax following the Base Year in an amount not to exceed four percent (4%). The Annual Tax Escalation Factor shall be based on the budgeted escalation of the City of Yuba City's combined Police and Fire Departments from the previous fiscal year.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor designating parcels by Assessor's Parcel number.

"Authorized Services" means the public services authorized to be funded by CFD No. 2021-1 as set forth in the documents adopted by the City Council when the CFD No. 2021-1 was formed.

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

"City Council" means the City Council of the City of Yuba City, acting as the legislative body of CFD No. 2021-1.

"County" means Sutter County, California.

"Developed Residential Property" means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential structure was issued prior to June 30 of the preceding Fiscal Year.

"Finance Director" means the Finance Director for the City or his or her designee or successor.

"Fiscal Year" means the period starting on July 1 and ending on the following June 30.

"Maximum Special Tax" means the maximum Special Tax determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all units in CFD No. 2021-1 for which a building permit was issued or may be issued for construction of a residential structure with multiple units that share common walls, all of which are offered for rent to the general public.

"Public Property" means any property within the boundaries of CFD No. 2021-1 that is owned by the federal government, State of California, County, City, or other public agency.

"Residential Unit(s)" means an individual lot of land for which a building permit could be issued to construct one or more residential dwelling units.

"Residential Property" means all Assessor's Parcels of Taxable Property for which a map has been recorded designating individual Residential Units.

"Non-Residential Property" means all Assessor's Parcels of Taxable Property within the boundaries of CFD No. 2021-1 for which a map has been recorded designating the Assessor's Parcel as a lot for which a building permit could be issued and the Assessor's Parcel cannot be classified as a Residential Property.

"Special Tax" means any tax levied to pay for Authorized Services and Administrative Expenses.

"Single Family Property" means buildings containing one dwelling unit located on a single lot that are individually owned, including attached or detached residences (i.e., townhome unit and/or condominium units).

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 2021-1 designated as Developed Residential Property.

"Undeveloped Residential Property" means all Parcels of Residential Property within the boundaries of CFD No. 2021-1 that are not Developed Residential Property, as determined by the Administrator.

"Unit" means an individual single family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure.

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels within CFD No. 2021-1, and each parcel shall be classified as Developed Residential Property, Non-Residential Property, Public Property, or Undeveloped Residential Property, and shall be subject to the levy of annual Special Taxes determined pursuant to Sections C and D below.

B. MAXIMUM SPECIAL TAX RATE

All Taxable Property within the CFD No. 2021-1 shall be subject to a Maximum Special Tax that will be levied each Fiscal Year to pay for Authorized Services. As discussed above, the Administrator shall rely first on the Land Use Designation for a Parcel to determine the appropriate Maximum Special Tax in **Table 1**, below, but, in the absence of an assigned Land Use Designation, the Administrator shall refer to the Zoning Designation and land use to be built on the Parcel. The following Maximum Special Tax rates apply to all Parcels of Developed Property within CFD No. 2021-1:

Each Residential Unit is subject to the Maximum Special Tax shown in **Table 1**, below.

Non- Residential Property, Undeveloped Property, and Public Property is not subject to the Maximum Special Tax.

Table 1

Property Land Use	Fiscal Year 2020/21 Maximum Special Tax Amount *
Single Family Property	\$467.10 per Single Family Residential Unit
Multi-Family Property	\$340.70 per Multi-Family Residential Unit
Undeveloped Residential Property	\$0 per Assessor's Parcel

* Beginning July 1, 2021 and each July 1 thereafter, all of the Maximum Special Taxes shown in **Table 1** above shall be adjusted by applying the Annual Tax Escalation Factor.

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Administrator shall levy the Maximum Special Tax on each Parcel of Developed Property in CFD No. 2021-1. The Special Tax for CFD No. 2021-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes provided, however, that CFD No. 2021-1 may (under the authority of Government Code Section 53340) in any particular case bill the taxes directly to the property owner off the County tax roll, and the Special Tax will be equally subject to foreclosure if delinquent.

D. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Public Property, Non-Residential Property, or Undeveloped Residential Property.

E. FUTURE ANNEXATIONS

It is anticipated that additional properties will be annexed to CFD No. 2021-1 from time to time. The property to be annexed will be assigned to the appropriate Maximum Special Tax rate for the Tract or Tracts when annexed, as pursuant to California Government Code section 53339 et seq.

In certain cases, it may be determined that a potential property to be annexed may require a higher cost to provide City services than other areas of the City (e.g., if it possesses a large quantity of City- owned infrastructure that requires maintenance). As each annexation is proposed, the City may elect to prepare an analysis to determine the annual cost for providing Services, and may incorporate unique zones with varying Maximum Special Tax rates. Such zones may be referred to by reference to a letter or number on the boundary map, and adjust the rates in Table 1 of such annexation to reflect the applicable rates.

The City may adopt a future annexation area in the future and allow for annexation by unanimous written consent.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than twelve months after having paid the first installment of the Special Tax that is disputed. The Administrator shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the decision of the Administrator requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s) to compensate for the overpayment of the Special Tax.

EXHIBIT B

APN	OWNER
62-310-017	D.R. Horton, CA2, Inc., a California corporation

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Boat, Trailer, RV Parking Ordinance Update
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending regulations for the parking of boats, trailers, and recreational vehicles in one and two family residential districts by title only, waive the second reading, and approve exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities)
Fiscal Impact: No direct fiscal impact will result from amending the Municipal Code to revise the standards discussed

Purpose:

To adopt an Ordinance updating Section 8-5.6104 of the Yuba City Municipal Code to establish alternative parking standards for boats, utility trailers and recreational vehicles in one and two-family (R-1 and R-2) Zone Districts.

Council's Strategic Goal:

This item is consistent with the Council's Public Safety Strategic Goal because establishing the proposed standards will not jeopardize public safety in the community.

This item could also be considered consistent with the Council's Fiscal Responsibility Strategic Goal. Establishing clear standards for citizens and code enforcement regarding the parking of boats, trailers and RVs will make code enforcement more efficient, effective and assist in operating the City in a more fiscally responsible and responsive manner.

Background:

Staff periodically brings forward recommended code revisions to incorporate statutory changes and other miscellaneous revisions for consideration to keep the Zoning Code contemporary for the City's needs.

Due to comments made by citizens to individual Council members and feedback to Code Enforcement, the parking of boats, trailers, and RVs was discussed at City Council workshops on January 26, 2023, and September 7, 2023. As a result of Council feedback, staff prepared draft Municipal Code revisions to generally allow the parking of a single boat, trailer, or recreational vehicle (RVs) within front yard

areas of one and two-family residentially zoned areas when in compliance with specific standards.

It's important to note the standards proposed apply to the keeping of boats, trailers, and RVs on private property only and do not apply to one of these items being located within a public right-of-way. The City Police Department utilizes Ordinance 911, effective October 7, 1982 and Ordinance 09-95, effective October 19, 1995 for its enforcement efforts within a public right of way that apply to the removal of certain vehicles from a street, non-motorized vehicle parking and the keeping of oversized vehicles. If a person is camping within a public right-of-way, the Police Department utilizes Municipal Code Section 5-23050 (a) (7) to remove them.

On October 3, 2023, the City Council unanimously initiated a Municipal Code Amendment to revise the standards associated with the parking of boats, trailers and RVs within residential front yard areas.

On December 13, 2023, the Planning Commission considered the proposed amendment at a noticed public hearing. Notice was advertised in the newspaper and was separately provided to citizens known to code enforcement who could have an interest in this matter. No member of the public was present or spoke at the public hearing. At the conclusion of the public hearing, the Planning Commission recommended an additional standard be added requiring boats, utility trailers, or RVs exceeding 8 feet in height be set back a minimum of 5 feet from adjoining property lines in front yard areas. This recommendation has been incorporated into the proposed ordinance.

On May 7, 2024, the City Council introduced an ordinance of the City of Yuba City finding the project is exempt from environmental review pursuant to CEQA Guidelines Section 15061 (b)(3) to revise Section 8-5.6104 of the Yuba City Municipal Code regarding the parking standards for boats, utility trailers and recreational vehicles in residential areas by title only, and waived the first reading.

Analysis:

The parking of boats, utility trailers and RVs within front yard areas within one and two-family (R-1 and R-2) zoning districts is not an uncommon sight within the city limits.

Municipal Code Section 8-5.6104 currently requires these items be parked behind the front wall of the residence or, in the case of a corner lot, behind the wall of the residence facing each street right-of-way. Screening to a height of 6-feet from view of the public right-of-way is required. An exception is provided that recreational vehicles used as daily transportation may be parked overnight on recognized parking areas.

The question of “where” to allow parking for these items can be controversial as there are citizens passionate on both sides of this issue. Some citizens want the ability to keep a unit at home to reduce storage costs and have ready access to it. Others are equally passionate that units stored in front of homes within one and two-family residential areas result in a cluttered aesthetic look that can reduce property values.

The proposed Ordinance will establish alternate standards in addition to today’s requirements:

- Establish new definitions for Recreational Vehicle and Utility Trailer.
- Establish standards providing for the parking of a single boat, trailer, or RV in a front yard area when in conformance with specific criteria. Additionally, there is a provision to park a second item on lots larger than 0.5 acre.

- If a property owner is unable to comply with the proposed standards, they must comply with the City's existing standards of parking an item behind the front wall of a residence and providing screening to a height of 6-feet from view of the public right-of-way.
- Citizens having two items (i.e. a boat and an RV) would be allowed to park one in the front yard consistent with the new alternate standards and a second item behind the front wall of a residence that is screened to a height of 6-feet from view of the public right-of-way, as they are allowed today.

It is important to recognize the proposed revisions will not, under most circumstances, allow the parking of a large utility trailer, boat or RV in a driveways. Most homes constructed within the last 30-years or more have a 20± foot-deep front yard setback from the back of sidewalk to a home's attached garage. In this situation, the largest RV that could likely be parked in front of a residential garage is a unit that is approximately 15-16 feet in length. The remaining area will be occupied by the trailer frame, rear bumper, and hitch/tongue of the unit.

Large units will still be required to park within an adequately sized side yard/rear yard and be screened to existing City standards or stored offsite at an approved location.

Providing an opportunity for the parking of a boat, utility trailer, or RV within residential front yard areas, when compliant with specific criteria that does not compromise public safety, could result in code enforcement being more effective because they will spend less time on this issue.

If this ordinance is introduced at this meeting and adopted at a future City Council meeting, the ordinance will become effective 30 days after adoption.

As part of bringing this matter forward, a public hearing notice was advertised in the Appeal Democrat newspaper and mailed notice was provided to known persons who may have filed code enforcement complaints, as well as property owners who may be or have been in violation of the current ordinance requirements.

Environmental Considerations:

After reviewing the California Environmental Quality Act (CEQA) and the Guidelines, staff believes this project is covered by the general rule specified at CEQA Guidelines Section 15061(b)(3) and has determined with certainty that there is no possibility the proposed update to the Municipal Code would cause a significant, adverse, effect on the environment. This is because the proposed revisions merely provide for refinements to existing allowed uses and for additional clarity regarding the standards for the parking of boats, utility trailers and recreational vehicles on residential property.

Additionally, this project can also be considered exempt from environmental review pursuant to CEQA Guidelines Section 15301, Existing Facilities. The proposed amendments to the standards for the parking of boats, trailers and RVs could potentially result in minor alterations to existing residences involving negligible or no expansion of the residential use at these existing residences. Additionally, none of the exceptions to this exemption as set forth in CEQA Guideline Section 15300.2 apply and the project does not present an "unusual circumstance."

Fiscal Impact:

No direct fiscal impact will result from amending the Municipal Code to revise the standards regulating the parking of boats, trailers, and RVs. Existing budgeted monies are paying for staff's time to address this item.

Alternatives:

The City Council may decide not to amend the standards regulating the parking of boats, utility trailers, and RVs or may provide alternative guidance to staff concerning this issue.

Recommendations:

Adopt an Ordinance of the City Council of the City of Yuba City amending regulations for the parking of boats, trailers, and recreational vehicles in one and two family residential districts by title only, waive the second reading, and approve exemptions pursuant to CEQA Guidelines Section 15061(b)(3) and 15301 (Existing Facilities).

Attachments:

1. Proposed Ordinance

Prepared By:
Doug Libby, AICP
Deputy Development Services Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AMENDING REGULATIONS FOR THE PARKING OF BOATS, TRAILERS AND
RECREATIONAL VEHICLES IN ONE AND TWO FAMILY RESIDENTIAL
DISTRICTS**

WHEREAS, the City of Yuba City has adopted standards in its Municipal Code for the parking of recreational vehicles in residential areas of the City; and

WHEREAS, the City of Yuba City desires to update these standards to better reflect the desires of the community and to assist code enforcement by having clear standards; and

WHEREAS, the City Council of the City of Yuba City discussed the parking of boats, utility trailers and recreational vehicles at public workshops on January 26, 2023 and September 7, 2023; and

WHEREAS, on October 3, 2023, the City Council of the City of Yuba City unanimously initiated an update to the Municipal Code to revise the standards applicable to the parking of boats, utility trailers and recreational vehicles within one and two-family residential districts;

WHEREAS, the City on December 2, 2023, published a legal notice in compliance with State law concerning the Planning Commission's consideration on December 13, 2023; and

WHEREAS, the Planning Commission considered this ordinance at its meeting on December 13, 2023, and made a recommendation to the City Council.

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

SECTION 1. Recitals. The above recitals are incorporated by reference.

SECTION 2. CEQA. The City Council finds this project is covered by the general rule of California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3), and has determined with certainty that there is no possibility that the proposed update to the Municipal Code would cause a significant, adverse, effect on the environment. This is because the proposed update merely provides for refinements to existing allowed uses and for additional clarity regarding the standards for the parking of boats, utility trailers and recreational vehicles on residential property.

Additionally, this project can also be considered exempt from environmental review pursuant to CEQA Guidelines Section 15301, Existing Facilities. The proposed amendments to the standards for the parking of boats, trailers and RVs could potentially result in minor alterations to existing residences involving negligible or no expansion of the residential use at these existing residences. Additionally, none of the exceptions to this exemption as set forth in CEQA Guideline Section 15300.2 apply and the project does not present an "unusual circumstance."

SECTION 3. Subsection (c) of Section 8-5.6104 of the Yuba City Municipal Code is amended to read in its entirety as follows:

(c) *One- and two-family residential standards.*

- (1) *Parking in yards.* The parking of any vehicles is prohibited in any portion of a required front or street side yard, except on a driveway leading to required parking or to an improved parking space (see Section 8-5.6104(7)). Any driveway leading to a garage, carport or required parking space shall not be less than 20 ft. in length measured from the back of an existing or planned sidewalk.
- (2) *Boat, utility trailer and recreational vehicle parking.* A boat, utility trailer and recreational vehicle may only be parked on the portions of a lot behind the front wall of the residence facing each street or right-of-way. The recreational vehicle shall be screened to a height of 6 ft. from view from any public right-of-way. A recreational vehicle used as daily transportation may be parked overnight on recognized parking areas.
- (3) *Alternative standards.* As an alternative to the requirement of Section 8-5.6104(c)(2), a single trailered boat, utility trailer or recreational vehicle may be parked in the front yard of the residence only when in conformance with all of the following standards:
 - (i) The parking area shall be developed to a similar standard as the existing established driveway (i.e. concrete, asphalt concrete, pavers, or gravel). Strip driveways utilizing concrete, asphalt or pavers may be installed under each wheel from the edge of right-of-way to a designated parking area.
 - (ii) The parking area shall connect with the public right-of-way consistent with City standards under approval of an encroachment permit, if applicable.
 - (iii) New parking areas shall not result in stormwater runoff onto neighboring properties.
 - (iv) Parking areas shall not be located in front of an existing residence's living area and shall occur in front of an existing garage or front side yard area. The parking area shall be approximately perpendicular to the existing street and shall not be angled.
 - (v) A parked recreational vehicle, utility trailer or boat shall be setback a minimum of twelve (12) inches from the back of side walk or edge of the public right-of-way and shall not be artificially raised or angled in order to meet this requirement.
 - (vi) A parked recreational vehicle, utility trailer or boat shall not exceed twelve (12) feet in height.
 - (vii) A recreational vehicle, utility trailer or boat exceeding 8 feet in height shall be setback a minimum of 5 feet from an adjoining side yard property line.

- (viii) Utility connections (electricity, water, wastewater) shall be temporary for servicing only (up to 7-days).
- (iv) Covers shall be fitted and in good order and untorn; tarps are prohibited.
- (x) Parking areas shall be kept free of accumulation of leaves, cobwebs, weeds, or miscellaneous debris.
- (xi) Parking areas shall not create a site distance hazard to neighboring property owners or users of streets or sidewalks.
- (xii) Parking areas shall be maintained so as not to create a public nuisance as defined by this Code.
- (xiii) On lots greater than 0.3 of an acre, alternative parking locations and surfacing may be approved by the Planning Director.
- (xiv) On lots greater than 0.5 of an acre, a second recreational vehicle, utility trailer or boat may be stored within a front yard area and alternative parking locations and surfacing may be approved by the Planning Director.
- (xv) A front fence screening a side or rear yard shall not be removed in order to accommodate a larger boat, utility trailer or recreational vehicle.

SECTION 4. Section 8-5.8046.5 of Article 80 of Chapter 5 of Title 8 of the Yuba City Municipal Code is added to read in its entirety as follows:

Sec. 8-5.8046.5. Recreational Vehicle (RV).

A motor home, converted bus, travel trailer, truck camper or camping trailer, designed for temporary human habitation for recreation or emergency occupancy, which, when transported upon a public roadway, measures 8 feet or less in width and 40 feet or less in length and which is either self-propelled, truck-mounted or permanently towable on the highway without a permit. A recreational vehicle does not include utility trailers.

SECTION 5. Section 8-5.8063.5 of Article 80 of Chapter 5 of Title 8 of the Yuba City Municipal Code is added to read in its entirety as follows:

Sec. 8-5.8063.5. Trailer, Utility. A trailer used for the transportation of the user's personal property, commerce, or designed to be used for transportation of livestock, and does not exceed a gross weight of 10,000 pounds or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds.

SECTION 6. Severability. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council

hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 7. Effective Date. This Ordinance shall be effective on the thirty-first day after its adoption.

This Ordinance was introduced on May 7, 2024, and duly adopted by the City Council of the City of Yuba City at its duly noticed regular meeting on May 21, 2024, by the following vote:

AYES: Council Member(s):
NOES: Council Member(s):
ABSENT: Council Member(s):

Shon Harris, Mayor
City of Yuba City

Attest:

Ciara Wakefield, Deputy City Clerk
City of Yuba City

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: James Runyen, Police Commander

Summary

Subject: AB 481 Annual Military Equipment Report
Recommendation: Adopt a Resolution that the 2023 Annual Report as required by AB 481 has been reviewed, the current Ordinance has been reviewed, and continue to allow YCPD to use the existing equipment that falls under the military equipment use policy (YCPD policy 707) that complies with the requirement of AB 481
Fiscal Impact: There are no new fiscal impacts at this time

Council's Strategic Goal:

This addresses the City Council's Strategic Goal of Public Safety.

Purpose:

Adopt a Resolution accepting the annual military equipment use report and review of the ordinance as required by Assembly Bill 481 (AB 481). The emergency ordinance for YCPD policy 707, military equipment use, was adopted on April 19, 2022 by City of Yuba City City Council. An annual report was completed in 2023 for the year prior. This annual report covers 2023 and any additional items to be added in 2024.

Background:

California Governor Gavin Newsom signed AB 481 into law on September 30th, 2021. Law enforcement agencies are required to obtain local government approval of all military equipment currently in use as well as any equipment sought for use that falls under the guidelines of AB 481. A review of the existing ordinance for approval or modification is required by the current governing body. As part of the bill, agencies are required to report annually:

1. A summary of how the military equipment was used and the purpose of its use.
2. A summary of any complaints or concerns received concerning the military equipment.
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

5. The quantity possessed for each type of military equipment.
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The current urgency Ordinance (4-23.030) was adopted by City of Yuba City Council on April 19, 2022.

Analysis:

No modifications are being sought to the existing Ordinance. An annual report of the required information has been completed and posted to the Yuba City Police Department website. Exhibit B is the annual report required by AB 481. Exhibit C is YCPD policy 707.

Fiscal Impact:

There are no new fiscal impacts at this time.

Alternatives:

Modify the existing Ordinance that was adopted in 2022.

Recommendation:

Adopt a Resolution that the 2023 annual report as required by AB 481 has been reviewed, the current ordinance has been reviewed, and continue to allow YCPD to use the existing equipment that falls under the military equipment use policy (YCPD policy 707) that complies with the requirement of AB 481.

Attachments:

1. Exhibit A 2024 Resolution Military Equipment Policy YCPD
2. Exhibit B ANNUAL MILITARY EQUIPMENT REPORT 2024 REPORT FINAL VERSION
3. Exhibit C Military Equipment Policy 707 2024

Prepared By:

Jim Runyen
Police Commander

Submitted By:

Diana Langley
City Manager

Exhibit A

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY, CALIFORNIA, APPROVING POLICY 707 RELATING TO THE POLICE DEPARTMENT’S USE OF MILITARY EQUIPMENT IN ACCORDANCE WITH ASSEMBLY BILL 481

WHEREAS, on September 30, 2021, Governor Newsom signed Assembly Bill 481 (“AB 481”) to address the funding, acquisition, and use of military equipment by law enforcement agencies in California; and

WHEREAS, AB 481, codified as Government Code Sections 7070 through 7075, required that Yuba City Police Department (“YCPD”) begin the process of obtaining approval from City Council of its military equipment use policy by ordinance prior to May 1, 2022; and

WHEREAS, accordingly, on April 19, 2022, the City Council adopted Policy 707, City of Yuba City Police Department Military Equipment Use Procedure Policy (“Policy 707”) attached hereto as Exhibit C and incorporated by reference; and

WHEREAS, the Approved Policy was made available to the public on YCPD’s internet website on May 13th, 2024, which was within thirty (30) days prior to the public hearing held on May 21st, 2024, concerning the approved Policy 707, in accordance with Government Code section 7071(b); and

WHEREAS, the Approved Policy was reviewed by the City of Yuba City legal counsel; and

WHEREAS, the City Council finds that the Approved Policy meets the requirements of AB 481.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The Approved Policy, attached hereto as Exhibit C and incorporated by reference, is hereby adopted.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance, including the provisions of the Approved Policy, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk is hereby authorized and directed to certify as the passage of this Resolution and to give notice thereof by causing copies of this Resolution to be posted in three public places throughout the City, or published in a county newspaper that is circulated in the City, within 15 days after its passage, there being no newspaper of general circulation printed and published within the City.

PASSED and ADOPTED this 21st day of May, 2024.

Shon Harris, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM:

Shannon Chaffin, City Attorney

5/21/2024

AB 481 EQUIPMENT REPORT



Prepared by Commander Jim Runyen
CITY OF YUBA CITY

Updated 5/21/24

“The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- (1) A summary of how the military equipment was used and the purpose of its use.*
- (2) A summary of any complaints or concerns received concerning the military equipment.*
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.*
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.*
- (5) The quantity possessed for each type of military equipment.*
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.*
- (b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.”*

Ca. Gov. Code § 7072

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Current Equipment

Unmanned Aircraft System (UAS)	Robots
Armored Vehicles	40 MM Launchers and Rounds
Less Lethal Shotgun	Combined Systems LC5 40MM Launching Cup
Distraction Devices	Rifles
Chemical Agent and Smoke Canisters	Explosive Breaching Tools
PepperBall Launcher	

Unmanned Aircraft System (UAS)

An unmanned aircraft along with the associated equipment necessary to control it remotely.

Description, quantity, capabilities, and purchase cost of current UAS:

1. DJI MAVIC MINI 2, cost: \$630 each, quantity: 4. Small UAS that weighs approximately 249 grams and is able to record video and audio with approximately 32 minutes of flight time. The department intends to purchase 2 additional drones during 2024 for a total of 6.
2. DJI AIR 2, cost: \$1200 each, quantity: 1. UAS that weighs approx. 595 grams, has video recording capabilities, with approximately 31 minutes of flight time.
3. Autel Robotics EVO II Duel 640T, cost: \$8,500, quantity: 1. UAS that weighs approx..1150 grams and is able to record video, thermal video, audio, and is able to project audio, with approximately 38 minutes of flight time.

Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

1. Missing Persons
2. Any rapidly evolving or developing emergency situation
3. SWAT deployments/tactical situations
4. Crime scene investigations

Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

Expected Life Span

All UAS equipment, 3-5 years.

Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$5,000. Training cost is \$400. We replaced a damaged drone with new drone Autel EVOII Dual 640T S/N#1748CHL7823251189. This had no fiscal impact as it was an even trade. We are planning on purchasing two additional DJI Mavic Mini 2 drones at \$650.00 each. Budgeted departmental equipment and training funds are used for these items.

Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must maintain a minimum of 1 hour of flight time per month as well as quarterly trainings.

- (2) There have been no complaints of concerns regarding the department military equipment.
- (3) The results of any internal audits has revealed no violations of the military equipment use policy, and any actions taken in response.
- (6) Two additional DJI MAVIC MINI 2 drones are being sought in 2024 for an estimated cost of \$1,300.

Robots

A remotely-controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

Description, quantity, capabilities, and purchase cost

1. Avatar II Tactical Robot, Robotx Technology Solutions, cost: \$12,389 each, quantity: 1. The Avatar II Tactical Robot is a rugged, easy to use, tactical robot which enhances the capabilities of law enforcement and first responders by allowing them to safely and quickly inspect dangerous situations. The Avatar II has the ability to navigate rugged terrain, climb stairs, and is equipped with a microphone and speaker to communicate with dangerous suspects.

Purpose

To be used to remotely gain visual/audio data, open doors, communicate with barricaded subjects and clear buildings.

Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the robots identified. Use is established by the SWAT Team Leader, Tactical Commander and or Incident Commander.

Expected Life Span

All robots, 10-15 years.

Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$500. Budgeted department equipment funds are used for this item.

Training

Robot operator training is conducted annually during SWAT trainings. Training cost is \$200

- (2) There have been no complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits has revealed no violations of the military equipment use policy, and any actions taken in response.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no equipment being sought.

Armored Vehicles

Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

Description, quantity, capabilities, and purchase cost

1. CADILLAC GAGE RANGER (PEACEKEEPER), cost: free (Military 1033 program), *quantity: 0 (used during 2023 but returned to the 1033 program in late 2023)*. The Cadillac Peacekeeper is an armored vehicle that seats approximately 6 personnel. The exterior and floor of the cabin are protected by hardened steel plate, which can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. This item will be removed on the next annual report for 2024.
2. Lenco BEARCAT, G2, cost: \$315,518.65, quantity: 1. The Lenco Bearcat, G2, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.
3. Mine-Resistant Ambush Protected (MRAP), cost: Free (Military 1033 program), quantity: 0 (*used during 2023 but returned to the 1033 program in late 2023*). The MRAP is an armored vehicle that seats 10-12 personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. This item will be removed on the next annual report for 2024.

Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

Authorized Use

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

Lifespan

Lenco Bearcat models G2 and G3, 25 years.

Fiscal Impact

Annual maintenance cost of approximately \$10,000. There has been no training cost associated with these vehicles. Maintenance for the vehicles is funded by budgeted Public Works funds for vehicle maintenance.

Training

All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

(2) There have been no complaints or concerns regarding the department military equipment.

(3) The results of any internal audits has revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought.

40 MM Launchers and Rounds

40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds and as a method to deploy chemical agents from a safe distance.

Description, quantity, capabilities, and purchase cost

1. DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, LMT #1425, cost: \$1098, quantity: 7. The 40MM Single Launcher is a tactical single shot launcher. It will launch a 40MM less lethal projectiles and 40MM chemical agency projectiles.
2. PENN ARMS, 40MM LAUNCHER, #GL1-40, cost: \$1003, quantity: 8. The 40MM Single Launcher is a tactical single shot launcher. It will launch a 40MM less lethal projectiles and 40MM chemical agency projectiles.
3. CTS PENN ARMS, 40 MM LAUNCHER, Single Launcher fixed stock , fixed rail L140-1, cost: \$1288, quantity: 4. The 40mm Single Launcher is a tactical single shot launcher. It will launch a 40mm less lethal projectiles and 40mm chemical agent projectiles. These are being purchased in 2024.
4. PENN ARMS, 40MM MULTI-LAUNCHER, #GL65-40, cost: \$3146, quantity: 1. The 40MM Multi-Launcher is a tactical platform capable of holding six projectiles in the launcher. It will launch a 40MM less lethal projectiles and 40MM chemical agency projectiles. This platform is more suitable for deploying multi projectiles in a shorter amount of time. This is effective during less lethal and or chemical agent deployments.
5. COMBINED TACTICAL SYSTEMS 40MM SPONGE SPIN STABILIZED FOAM BATON . #4557, cost \$21.33, quantity: (Up to 300). A less lethal 40mm lightweight plastic and foam projectile fired from a single or multiround purpose built 40mm launcher with a rifled barrel at 260 FPS. The 60-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 150 feet from the target

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.
- f. Barricaded subjects

Training

Sworn members utilizing 40MM less lethal, chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agent instructors.

Lifespan

1. Defense Technology LMT #1425- 25 years.
2. Penn Arms #GL1-40- 15 years.
3. CTS Penn Arms L140-1- 15 years
4. Penn Arms GL65-50-15 years.
5. Federal labs 37MM Multi-launcher-10 years.
6. Model 6325 Exact Impact Sponge- 5 years.

FISCAL IMPACT

Annual maintenance is approximately \$50 for each launcher. Training cost is 2 rounds per year per officer, totaling approximately \$2,772. During 2023, a re-supply of 40mm baton rounds was purchased for \$2,432. Budgeted police funds are used for the training costs of this equipment. \$5,152 will be spent to purchase 4 new Penn Arms L140-1, 40MM single launchers. Funding for these new launchers and ammunition is from budgeted department funds for equipment.

(2) There have been no complaints of concerns regarding the department military equipment.

(3) The results of any internal audits has revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. In 2024, 4 new Penn Arms L140-1 single 40MM launchers are being purchased for an estimated cost of \$5,152. Additionally ammunition needed for training or deployment will be purchased.

Less Lethal Shotgun

Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

Description, quantity, capabilities, and purchase cost

1. REMINGTON 870 LESS LETHAL SHOTGUN, cost: \$946, quantity: 13. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
2. 12-GAUGE SUPER-SOCK BEANBAG ROUND, #2581 cost: \$6, quantity: (up to 1000). A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

Lifespan

1. Remington 870 Less Lethal Shotgun- 25 years.
2. Super Sock Round- No listed expiration date.

Fiscal Impact

Annual maintenance is approximately \$50 for each shotgun. Training cost is 5 rounds per year per officer, totaling approximately \$1,950. During 2023, a re-supply of less lethal 12 gauge rounds was purchased for \$1,989.

Budgeted police funds are used for the training costs of this equipment.

Training

All officers are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit.

(2) There have been no complaints of concerns regarding the department military equipment.

(3) The results of any internal audits has revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought with the exception of additional ammunition needed for training or deployment.

Combined Systems LC5 40MM Launching Cup

Cups that attach to 12 gauge less lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

Description, quantity, capabilities, and purchase cost

COMBINED SYSTEMS LC5 40MM LAUNCHING CUP, cost: \$150, quantity: 1. The LC5 Launching Cups are designed for the 5200 series grenades. The cups can be attached to virtually any 12ga shotgun and the munition launched with our model 2600 launching cartridge.

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Allows chemical agents to be deployed from a distance, behind cover and concealment.

Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained.
4. Potentially vicious animals.
5. Training exercises or approved demonstrations.

Lifespan

Combined Systems LC5 40MM Launching Cup- 25 years

Fiscal Impact

No annual maintenance. There is no additional training costs for this.

Training

Officers utilizing the launching cups are trained by POST certified chemical agent instructors.

(2) There have been no complaints of concerns regarding the department military equipment.

(3) The results of any internal audits has revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought.

Distraction Devices

A device used to distract dangerous persons.

Description, quantity, capabilities, and purchase cost

1. COMBINED TACTICAL SYSTEMS, 7290-2 FLASH-BANG, cost: \$62, quantity: (up to 60). A non-bursting, non-fragmenting multi-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.
2. COMBINED TACTICAL SYSTEMS, 7290M MINI FLASH-BANG, cost: \$45, quantity: (up to 150). The 7290M Flash-Bang exhibits all the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the new 7290M is approximately 30% lighter than the 7290 but still has the same 175db output of the 7290 and produces 6-8 million candelas of light. 8 of these devices were used on real-world incidents and 3 were used during training
3. COMBINED TACTICAL SYSTEMS, 7290-9 FLASH-BANG, cost: \$139, quantity: (Up to 50). A non-bursting, non-fragmenting multi (9)-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. One of these devices was used in training and one was used during a real-world incident

Purpose

A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

Authorized Use

Diversionary Devices shall only be used:

- a. By officers who have been trained in their proper use.
- b. In hostage and barricaded subject situations.
- c. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
- d. During other high-risk situations where their use would enhance officer safety.
- e. During training exercises.

Lifespan

Until used.

Fiscal Impact

No annual maintenance. There is no training cost outside of normal scheduled SWAT training. The cost of training devices is approximately \$1,080 (approximately 2 devices deployed in training per year, per operator). During 2023, \$1645.68 was spent on replenishing the inventory of distraction devices. Budgeted police funds are used for the replacement costs of this equipment.

Training

Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.

(2) There have been no complaints or concerns regarding the department military equipment.

(3) The results of any internal audits has revealed no violations of the military equipment use policy, and any actions taken in response.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment. There is no additional equipment being sought with the exception of additional devices needed to re-supply inventory due to training or deployments.

Rifles

Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.

Description, quantity, capabilities, and purchase cost

1. GA Precision (AR-10) .308 CALIBER RIFLE, MODEL GAP-10, cost: \$3,580.00, quantity: 1. The GAP-10 with 18" Barrel, AR-10, is a precision style rifle. This firearm is chambered in .308 Winchester/7.62 NATO and has an 18" barrel. This rifle is primarily used in an over watch capacity to protect the community during large events and Tactical Situations that require Sniper Response. The GAP-10 is no longer being produced. The 2nd Generation GAP-10 retails for \$3,724.00.
2. FNH SCAR-17 .308 caliber rifle, cost: \$1800 each Quantity: 2. The SCAR with 18" barrel is a precision-style rifle that is more powerful than a standard rifle. The firearm is chambered in a .308 Winchester/7.62 NATO. This rifle is primarily used in an over watch capacity to protect the community during large events and Tactical Situations that require Sniper Response.
3. Hornady .308 Winchester 168 gr ELD-M Tap rifle round cost, \$250 per case of 200. Quantity: (Up to 40 cases).

Purpose

To be used as precision weapon to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Authorized Use

Only members that are POST certified are authorized to use a rifle.

Lifespan

1. GA Precision GAP-10 .308 rifle – 15 years
2. (SCAR INCLUSION) FNH SCAR-17 .308 caliber rifle -15 years
3. (.308 AMMO INCLUSION) Hornady .308 Winchester 168 gr ELD-M Tap rifle round – No expiration

Fiscal Impact

Annual maintenance is approximately \$50 for each rifle. The associated training cost is for the .308 ammunition. During 2023, \$2,100 was spent on .308 ammunition for training. Funds for maintenance and ammunition is from budgeted police equipment funding.

Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

Audit

- (2) There have been no complaints or concerns regarding the military equipment in 2023.
- (3) There have been no violations of the military equipment use policy, or any actions taken in response.
- (6) No additional military equipment is needed in the next year with the exception of replenishing expended rounds used during training and actual deployments.

Chemical Agent and Smoke Canisters

Canisters that contain chemical agents that are released when deployed.

Description, quantity, capabilities, and purchase cost

1. COMBINED TACTICAL SYSTEMS (CTS), Baffled Riot CS Smoke Grenade, #5230B, cost: \$39.81, quantity: (Up to 60). This pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. The munition is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.2 in. by 2.6 in. and holds an approximately 25 gm. of active agent payload. It has an approximate burn time of 20-40 seconds. 9 of these were used in real-world scenarios
2. COMBINED TACTICAL SYSTEMS (CTS), 40mm CS Liquid Barricade Projectile, #4330, cost: \$26.97, quantity: (Up to 75) . The 40mm CS Liquid Barricade Projectile is designed specifically for penetrating intermediate barriers, such as single pane exterior windows, vehicle windows, pressed wood particle doors, 1-2 layers of wallboard, and interior hollow core doors, and deliver irritant agents into an adjacent room(s). This launchable munition is 4.1 in. long and 40mm in diameter and holds approximately 10 gm of active agent.
3. COMBINED TACTICAL SYSTEMS (CTS), Outdoor Tactical Grenade CS, #8230, cost \$25.37, quantity: (Up to 30) . The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically, for outdoor use or in a “Fire safe deployment canister” and it should not be deployed on rooftops, in crawl spaces or indoors due to fire producing capability. Can be hand thrown or launched. This grenade will deliver approximately 30 gm. of agent during its 20-40 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections.
4. COMBINED TACTICAL SYSTEMS (CTS), White Smoke Canister Grenade, #6210, cost: \$31.72, quantity: (Up to 20). White indoor/outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone. Emits grey-white smoke only for approximately 20 to 40 seconds. It is approximately 6.0 in. in length by 2.34 in. Does not contain chemical agents.
5. COMBINED TACTICAL SYSTEMS (CTS), White Smoke Canister Grenade, #6210HC, cost: \$35.50, quantity: (Up to 35). White outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone. Emits grey-white smoke only for approximately 20 to 40 seconds. It is approximately 6.0 in. in length by 2.34 in. Does not contain chemical agents.
6. COMBINED TACTICAL SYSTEMS (CTS), OC-CS Vapor Grenade, #6343, cost: \$43, quantity: (Up to 10). The OC-CS Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) and compound 2-chlorobenzalmalononitrile (CS) in a powerful mist. The grenade is designed for indoor use in confined areas and, once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC-CS Vapor on the subject is dramatic and requires no personal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC-CS Vapor Aerosol Grenade is ideal for cell extractions or barricades situations where the use of pyrotechnic, powder or liquid devices is not practical or desired. The munitions contain 30 gm of active OC-CS chemical agents.
7. DEFENSE TECHNOLOGY, OC AEROSOL GRENADE 1.3% FOGGER, 6 OUNCE, #56854, cost: \$24.90, quantity: (Up to 20). The 6 oz. OC Aerosol Grenade will deliver its payload of 1.3% MC% OC in 20-25 seconds. This is an anatomized mist which enhances the pungent 1.3% OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be handheld to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements.
8. DEFENSE TECHNOLOGY, OC AEROSOL GRENADE 1.3% FOGGER, 1 OUNCE, #56814, cost: \$18.65, quantity: (Up to 20). The 1 oz. OC Aerosol Grenade will deliver its payload of 1.3% MC% OC in 20-25 seconds. It is ideal for situations where the use of pyrotechnic, powder, or liquid devices are not practical or desired. The 1.3% Major Capsaicinoids provides sufficient effects in confined areas of up to

6,000 cubic feet such as attics, crawl spaces, garages, and interior rooms. The Aerosol Grenade Fogger was designed as an operator controlled instantaneous initiated aerosol grenade. It is a non-pyrotechnic that contains no CFCs, is not a fire hazard and requires minimal decontamination.

9. DEFENSE TECHNOLOGY, MUZZLE BANG LAUNCHING CARTRIDGE, 12 gauge. #1210, cost \$8.50, quantity (Up to 30). This munition incorporates an opaque shell and utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management or for propelling grenades when using the 1370 Launching Cup.

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

Authorized Use

Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

Training

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agents instructors.

Lifespan

5 years from manufacturing date. Budgeted police funds are used for the training costs of this equipment.

Fiscal Impact

No annual maintenance. Training cost is the replacement of training and gas used during actual deployments. During 2023, a re-supply of chemical agents cost the following: \$754.56 on 40mm CS ferret rounds.

- (2) There have been no complaints or concerns regarding the military equipment in 2023.
- (3) There have been no violations of the military equipment use policy, or any actions taken in response.
- (6) No additional military equipment is needed in the next year with the exception of replenishing expended rounds used during training and actual deployments.

Explosive Breaching Tools

Tools that are used to conduct an explosive breach.

Description, quantity, capabilities, and purchase cost

1. ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN, Cost: \$500, quantity: 3. This weapon allows for Breachers to safely utilize shotgun breaching rounds in order to destroy deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round. A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS).
2. ROYAL ARMS TESAR-1 ORANGE CAP 275 GRAIN COPPER FRANGIBLE BREACHING ROUND, Cost: \$8 per round, quantity: (Up to 30). The round is fired from a breaching shotgun and is used to destroy solid wood doors, locks and hinges.
3. ROYAL ARMS TESAR-2 BACK CAP 425 GRAIN COPPER FRANGIBLE BREACHING ROUND, Cost: \$8 per round, quantity: (Up to 200). The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
4. ROYAL ARMS TESAR-3 GREEN CAP 375 GRAIN CLAYVON FRANGIBLE BREACHING ROUND, Cost: \$5 per round, quantity (Up to 30). The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
5. ROYAL ARMS FB-82H 12-GAUGE 82 GRAIN FLASH BANG HARD BREACHING ROUND, Cost: \$6.50 per round, quantity: (Up to 30). The rounds are fired from a breaching shotgun and is used as a diversionary round and can be used to break glass and shot at a velocity of 270-290 feet per second (FPS).
6. ROYAL ARMS MB-70S 12 GAUGE MUZZLE BLAST FLASH BANG SOFT BREACHING ROUND, cost: \$6.50 per round, quantity: (Up to 30). The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.
7. ROYAL ARMS TESAR-4 YELLOW CAP 750 GRAIN COPPER FRANGIBLE BREACHING ROUND, cost: \$9 per round, quantity: (Up to 30). The round is fired from a breaching shotgun and is used as a diversionary round and can be used to break glass.

Items intended to be purchased during 2024

The following list of items would need to be purchased as an initial start-up for an explosive breaching program. Annual costs would just replace items as they run out. Total annual cost of maintenance is listed in the fiscal impact below. The equipment would be purchased utilizing budgeted funds for police equipment.

Energetic Compositions (5-year shelf life)

- 1) 18 gr Det Cord 200' (Up to)(est. \$200)
 - a. Can be used to create precision-based charges
 - b. Can create up to 33 linear charges
- 2) 25 gr Det Cord 200' (Up to)(est. \$200)
 - a. Used to +/- N.E.W (net explosive weight) with moderate adjustments
 - b. Can create up to 33 linear charges
- 3) 50 gr Det Cord 200' (Up to)(est. \$200)
 - a. The standard composition for Law Enforcement programs
 - b. Can create up to 33 linear charges
- 4) 100 gr Det Cord 200' (Up to)(est. \$200)
 - a. Most suitable for commercial and/or security screen doors
 - b. Can create up to 33 linear charges
- 5) 14 gr Blasting caps (qt 25) with 30' leads (est. \$15ea/ \$375 total)

Non-consumable Components:

- 1) CGS Pandora Firing system x2 (est. \$2,200)
- 2) Coyote Gordita Energetics equipment bag x2 (est. \$200)
- 3) Measuring tape x2 (est. \$20)
- 4) Razor knives x2 (est. \$20)
- 5) Storage Type 2 Magazine (already possessed)
- 6) Storage Type 3 Magazine (1 day box) (est. \$1000)
- 7) Shock tube cutters (PTFE) x4 (est. \$40)
- 8) Soileater shocktube container (2) (est. \$50)

Consumable Components:

- 1) 209 primers (50-100) (est. \$20)
- 2) Breachers tape (2 50" rolls 60mil) (est. \$114)
- 3) Hydrogel tape (1 300' roll) (already possessed)
- 4) Duct Tape (5 rolls) (est. \$40)
- 5) Electrical Tape (5 rolls) (est. \$25)
- 6) Gaffers Tape (5 rolls) (est. \$50)
- 7) Double-sided Tape (generic 2 rolls) (est. \$25)
- 8) K-Clips (50 pack) (est. \$250)
- 9) Delivery Hose (free through YCFD/LFD)
- 10) 330B 8" rubber plates x4 (est. \$50)
- 11) Water bags/IV bags (free)
- 12) Gel powder (\$20)
- 13) FRP Trim 1/4" x 1-3/8"x96" (8) (est. \$40)
- 14) Miscellaneous: rubber strips, food containers, pipe insulation, rubber bands, otter pops, hot glue gun, etc. (est. \$75)

Purpose

To safely gain entry into a structure. The following items would be purchased in 2024 and are intended to give the SWAT Team the capability to utilize explosive breaching. Explosive breaching is a fast, effective, and safe way to gain quick entry into a dwelling or structure during high-risk situations.

Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises. Use of explosive breaching equipment requires officers to be trained in the application of equipment.

Lifespan

1. Breaching Shotgun- 25 years
2. Royal Arms Tesar-1 orange cap 275 grain copper breaching round- 5 years
3. Royal Arms Tesar-2 black cap 425 grain copper breaching round- 5 years
4. Royal Arms Tesar-3 green cap 375 grain clayvon frangible breaching round- 5 years
5. Royal Arms FB-82H 12-gauge 82 grain flash bang hard core breaching round- 5
6. Royal Arms MB-70S 12-gauge muzzle blast flash bang soft breaching round- 5 years
7. Royal Arms Tesar-4 yellow cap 750 grain copper frangible breaching round- 5 years **(Initially excluded lifespan information)**
8. Energetic Compositions- 5 years
9. Non-Consumable Components- Varies an excess of 5 years
10. Consumable Components- 2-3 years depending on the product

Fiscal Impact

Annual maintenance is approximately \$500 for 12-gauge shotgun rounds. The initial startup for the explosive breaching program is \$5,414, which is a shared cost with the Yuba County Sheriff's Department (\$2,707 is the YCPD portion). Estimated replacement cost of items associated with explosive charge breaching is up to \$950. This is a split cost with the Yuba County Sheriff's Department. Training cost is the actual cost of any replacement rounds for shotgun breaching. Training costs for explosive breaching is an average of \$2,000 per year. This is based on a total of 4 trained operators attending a course every 3 years to stay current on breaching. There were no additional replacement 12 gauge rounds during 2023. Budgeted police funds are used for the replacement costs of this equipment.

Training

Shotgun breaching shall be limited to SWAT personnel who have attended a Shotgun Breaching course or received documented training. Explosive breaching will be limited to only operators who are trained and certified explosive breaching.

- (2) There have been no complaints or concerns regarding the military equipment in 2023.
- (3) There have been no violations of the military equipment use policy, or any actions taken in response.
- (6) Replacement rounds for 12-gauge breaching rounds may be sought if needed. The above listed items are being sought for purchase during 2024.

PepperBall Launcher

A device that discharges irritant projectiles.

Description, quantity, capabilities, and purchase cost

1. PepperBall VKS CARBINE, cost: \$1300, quantity 4. The Variable Kinetic System (VKS) is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. The PepperBall VKS Carbine features a Dual Feed System that offers the ability to quickly switch between Hopper mode and Magazine mode for optimum versatility.
2. PepperBall LIVE PROJECTILE, cost: \$3 per projectile, quantity (up to 500). The basic PepperBall projectile contains 2% PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.5% PAVA Powder.
3. PepperBall LIVE-X PROJECTILE, cost: \$4 per projectile, quantity (up to 200). The Live Projectile contains a concentrated amount of PAVA pepper powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 5% PAVA Powder.
4. PepperBall INERT PROJECTILE, cost: \$.80 per projectile, quantity 1 (up to 1500). The VXR Inert Projectile is a non-lethal round. The projectile contains approximately no PAVA powder. This projectile is best for direct impact with no PAVA powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.0% PAVA powder.
 - a. This projectile also comes in a shaped version that is not a sphere. This shaped version is called the PepperBall VXR INERT PROJECTILE. This shaped round is the similar to the sphere round in every category mentioned above. The only difference for this projectile is the standoff distance for direct impact is 5 feet to 140 feet. This projectile cost \$3 a round, quantity 283 (up to 300).

Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but, are not limited to:

- a. Self-destructive, dangerous and/or combative individuals.
- b. Riot/crowd control and civil unrest incidents.
- c. Circumstances where a tactical advantage can be obtained.
- d. Potentially vicious animals.
- e. Training exercises or approved demonstrations.

Authorized Use

Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.

Training

Sworn members utilizing PepperBall launchers and projectiles are trained in their use by POST certified less lethal and chemical agents instructors.

Lifespan

1. PepperBall VKS Carbine- 20 years
2. PepperBall Live Projectile- 3 years
3. PepperBall Live-X Projectile- 3 years

4. PepperBall Inert Projectile- 3 years
5. PepperBall VXR Inert projectile- 3 years

Fiscal impact

Annual maintenance is approximately \$50 for each PepperBall launcher. During 2023, \$642 in Pepperall rounds was purchased to re-supply rounds used during training and deployments. Budgeted police funds are used for the replacement costs of this equipment.

- (2) There have been no complaints or concerns regarding the military equipment in 2023.
- (3) There have been no violations of the military equipment use policy, or any actions taken in response.
- (6) No additional military equipment is needed in the next year with the exception of replenishing expended rounds used during training and actual deployments.

Military Equipment

707.1 PURPOSE AND SCOPE

The acquisition of military equipment and its deployment in our communities may impact the public's safety and welfare. The public has a right to know about any funding, acquisition, or use of military equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

707.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.

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- Any other equipment as determined by a governing body or a state agency to require additional oversight.

707.2 POLICY

It is the policy of the Yuba City Police Department that there are legally enforceable safeguards, including transparency, oversight, and accountability measures in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used. It is the policy of the Yuba City Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

707.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Yuba City Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

707.4 MILITARY EQUIPMENT INVENTORY

1 .Unmanned Aircraft System (UAS): An unmanned aircraft along with the associated equipment necessary to control it remotely.

a. Description. quantity. capabilities. and purchase cost of current UAS:

- i. DJI MAVIC MINI 2, cost: \$630 each, quantity: 4. Small UAS that weighs approximately 249 grams and is able to record video and audio with approximately

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32 minutes of flight time. The department intends to purchase 2 additional drones during 2024 for a total of 6.

ii. DJI AIR 2, cost: \$1200 each, quantity: 1. UAS THAT weighs approx. 595 grams, has video recording capabilities, with approximately 31 minutes of flight time.

iii. Autel Robotics EVO II Duel 640T, cost: \$8,500, quantity: 1. UAS that weighs approx. 1150 grams and is able to record video, thermal video, audio, and is able to project audio, with approximately 38 minutes of flight time.

b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

- (a) Missing Persons
- (b) Any rapidly evolving or developing emergency situation
- (c) SWAT deployments/tactical situations
- (d) Crime scene investigations

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate any UAS during approved missions.

d. Expected Life Span

All UAS equipment, 3-5 years.

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$5,000. Training cost is \$400.

We replaced the damaged drone with a new Autel EVOII Dual 640T S/N#1748CHL7823251189 drone. This had no fiscal impact as it was an even trade. We are planning on purchasing two additional DJI Mavic Mini 2 drones at \$650.00 each. Budgeted departmental equipment and training funds are used for these items.

f. Training

All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. In addition, each operator must maintain a minimum of 1 hour of flight time per month as well as quarterly training.

2. **Robots:** A remotely-controlled unmanned machine that operates on the ground, which is utilized to enhance the safety of the community and officers.

a. Description. quantity. capabilities. and purchase cost

i. Avatar II Tactical Robot, Robotx Technology Solutions, cost: \$12,389 each, quantity: 1. The Avatar II Tactical Robot is a rugged, easy to use, tactical robot which enhances the capabilities of

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law enforcement and first- responders by allowing them to safely and quickly inspect dangerous situations. The Avatar II has the ability to navigate rugged terrain, climb stairs, and is equipped with a microphone and speaker to communicate with dangerous suspects.

b. Purpose

To be used to remotely gain visual/audio data, open doors, communicate with barricaded subjects and clear buildings.

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the robots identified at sections 2. Use is established by the SWAT Team Leader, Tactical Commander and or Incident Commander.

d. Expected Life Span

All robots, 10-15 years.

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately \$500. Budgeted department equipment funds are used for this item.

f. Training

Robot operator training is conducted annually during SWAT trainings.

g. Legal and Procedural Rules

It is the policy of the Yuba City Police Department to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

3. **Armored Vehicles**: Commercially produced wheeled armored personnel vehicle utilized for law enforcement purposes.

a. Description. quantity. capabilities. and purchase cost

i. CADILLAC GAGE RANGER (PEACEKEEPER), cost: free {Military 1033 program), quantity: 0The Cadillac Peacekeeper is an armored vehicle that seats approximately 6 personnel.The exterior and floor of the cabin are protected by hardened steel plate, which can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. This item will be removed in the next annual report for 2024.

ii. Lenco BEARCAT, G2, cost: \$315,518.65, quantity: 1. The Lenco Bearcat, G2, is an armored vehicle that seats 10-12 personnel with open floor plan that allows for rescue of down personnel.It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

iii.Mine-Resistant Ambush Protected (MRAP), cost: Free (Military 103 program), quantity: 0..The MRAP is an armored vehicle that seats 10-12 personnel with an open floor plan that allows for

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rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor. This item will be removed in the next annual report for 2024.

b. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use

The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training

d. Lifespan

Lenco Bearcat models G2 and G3, 25 years.

e. Fiscal Impact

Annual maintenance cost of approximately \$10,000.

f. Training

All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

g. Legal and Procedural Rules

Use is established under General Order 580.18. It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

4. **40 MM Launchers and Rounds:** 40MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds and as a method to deploy chemical agents from a safe distance.

a. Description. quantity. capabilities. and purchase cost

i. DEFENSE TECHNOLOGY, 40MM SINGLE SHOT LAUNCHER, LMT #1425, cost:

\$1090, quantity: 7. The 40MM Single Launcher is a tactical single shot launcher. It will launch 40MM less lethal projectiles and 40MM chemical agency projectiles.

ii. PENN ARMS, 40MM LAUNCHER, #GL1-40, cost: \$1003, quantity: 8. The 40MM Single Launcher is a tactical single shot launcher. It will launch 40MM less lethal projectiles and 40MM chemical agency projectiles.

iii. PENN ARMS, 40MM MULTI-LAUNCHER, #GL65-40, cost: \$3146, quantity: 1. The 40MM Multi-Launcher is a tactical platform capable of holding six projectiles in the launcher. It will launch 40MM less lethal projectiles and 40MM chemical agency projectiles. This platform is

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more suitable for deploying multi projectiles in a shorter amount of time. This is effective during less lethal and or chemical agent deployments.

iv. Combined Tactical Systems, 40MM Sponge Spin Stabilized Foam Baton, #4557, cost: \$21.33, quantity: (Up to 300) A less lethal 40mm lightweight plastic and foam projectile fired from a single or multi-round purpose built 40mm launcher with a rifled barrel at 260 FPS. The 60-gram foam projectile delivers 120 ft/lbs. of energy on impact. The 40mm Exact Impact Sponge Round provides accurate and effective performance when fired from the approved distance of not less than five (5) feet and as far as 150 feet from the target.

vi.. CTS PENN ARMS, 40 MM LAUNCHER, Single Launcher fixed stock, fixed rail L140-1, cost: \$1288, quantity: 4. The 40mm Single Launcher is a tactical single shot launcher. It will launch 40mm less lethal projectiles and 40mm chemical agent projectiles.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

i. Self-destructive, dangerous and/or combative individuals. ii. Riot/crowd control and civil unrest incidents.

iii. Circumstances where a tactical advantage can be obtained.

iv. Potentially vicious animals.

v. Training exercises or approved demonstrations. vi. Barricaded subjects

d. Training

Sworn members utilizing 40MM less lethal, chemical agents or impact rounds are trained in their use by POST certified less lethal and chemical agent instructors.

e. Lifespan

Defense Technology LMT #1425- 25 years. Penn Arms #GL1-40- 15 years. Penn Arms GL65-50-15 years.. Model 6325 Exact Impact Sponge- 5 years.

f. FISCAL IMPACT

Annual maintenance is approximately \$50 for each launcher. Training cost is 2 rounds per year per officer, totaling approximately \$2,772. During 2023, a re-supply of 40mm baton rounds was purchased for \$2,432. Budgeted police funds are used for the training costs of this equipment.

g. LEGAL AND PROCEDURAL RULES

It is the policy of the Yuba City Police Department to utilize the 40mm

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for official law enforcement purposes pursuant to State and Federal law, including those regarding the use of force.

5. Less Lethal Shotgun: Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.

a. Description, quantity, capabilities, and purchase cost

i. REMINGTON 870 LESS LETHAL SHOTGUN, cost: \$946, quantity: 13. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.

ii. 12-GAUGE SUPER-SOCK BEANBAG ROUND, #2581 cost: \$6, quantity: (up to 1000). A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

d. Lifespan

Remington 870 Less Lethal Shotgun- 25 years. Super Sock Round- No listed expiration date.

e. Fiscal Impact

Annual maintenance is approximately \$50 for each shotgun. Training cost is 5 rounds per year per officer, totaling approximately \$1,950. During 2023, a re-supply of less lethal 12-gauge

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rounds was purchased for \$1,989. Budgeted police funds are used for the training costs of this equipment.

f. Training

All officers are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training. SWAT personnel receive additional training internally when they transfer to the unit.

g. Legal and Procedural Rules

It is the policy of the YCPD to utilize the less lethal shotgun only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. **Combined Systems LC5 40MM Launching Cup:** Cups that attaches to 12 gauge less lethal shotguns which allow officers to launch canisters of chemical agents or smoke.

a. Description. quantity. capabilities. and purchase cost

i. COMBINED SYSTEMS LC5 40MM LAUNCHING CUP, cost: \$150, quantity: 1.

The LC5 Launching Cups are designed for the 5200 series grenades. The cups can be attached to virtually any 12ga shotgun and the munition launched with our model 2600 launching cartridge.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Allows chemical agents to be deployed from a distance, behind cover and concealment.

c. Authorized Use

Situations for use of the less lethal weapon systems may include, but are not limited to:

1. Self-destructive, dangerous and/or combative individuals.
2. Riot/crowd control and civil unrest incidents.
3. Circumstances where a tactical advantage can be obtained. iv. Potentially vicious animals.
4. Training exercises or approved demonstrations.

d. Lifespan

Combined Systems LC5 40MM Launching Cup- 25 years

e. Fiscal Impact

No annual maintenance.

f. Training

Officers utilizing the launching cups are trained by POST certified chemical agent instructors.

g. Legal and Procedural Rules

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Use is established under the Standard Operating Procedure and Policy 707. It is the policy of the Yuba City Police Department to utilize the 40mm Launching Cup only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

7. **Distraction Devices:** A device used to distract dangerous people.

a. **Description. quantity. capabilities. and purchase cost**

i. COMBINED TACTICAL SYSTEMS, 7290-2 FLASH-BANG, cost: \$62 ea., quantity: (up to 60). A non-bursting, non-fragmenting multi (2)-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

ii. COMBINED TACTICAL SYSTEMS, 7290-9 FLASH-BANG, cost: \$139 ea., quantity: (up to 50). A non-bursting, non-fragmenting multi (9)-bang device that produces a thunderous bang with an intense bright light. Ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. One of these devices was used in training and one was used during a real-world incident

iii. COMBINED TACTICAL SYSTEMS, 7290M MINI FLASH-BANG, cost: \$45 ea., quantity: (up to 150). The 7290M Flash-Bang exhibits all the same attributes of its larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the new 7290M is approximately 30% lighter than the 7290 but still has the same 175db output of the 7290 and produces 6-8 million candelas of light. 8 of these devices were used on real-world incidents and 3 were used during training.

b. **Purpose**

A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

c. **Authorized Use**

Diversionary Devices shall only be used:

1. By officers who have been trained in their proper use.
2. In hostage and barricaded subject situations.
3. In high risk warrant (search/arrest) services where there may be extreme hazards to officers.
4. During other high-risk situations where their use would enhance officer safety.
5. During training exercises.

d. **Lifespan**

Until used.

e. **Fiscal Impact**

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No annual maintenance. There is no training cost outside of normal scheduled SWAT training. The cost of training devices is approximately \$1,080 (approximately 2 devices deployed in training per year, per operator). During 2023, \$1645.68 was spent on replenishing the inventory of distraction devices. Budgeted police funds are used for the replacement costs of this equipment.

f. Training

Prior to use, officers must attend diversionary device training that is conducted by Post certified instructors.

g. Legal and Procedural Rules

Use is established under General Order 580.16. It is the policy of the YCPD to utilize diversion devices only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

8. **Rifles:** Guns that are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over a long distance.

a. Description, quantity, capabilities, and purchase cost

i. GA Precision (AR-10).308 CALIBER RIFLE, MODEL GAP-10, cost: \$3,580.00, quantity: 1. The GAP-10 with 18" barrel, AR-10, is a precision style rifle. This firearm is chambered in .308 Winchester/7.62 NATO and has an 18" barrel. This rifle is primarily used in an over watch capacity to protect the community during large events and Tactical Situations that require Sniper Response. The GAP-10 is no longer being produced. The 2nd Generation GAP-10 retails for \$3,724.00.

ii. FNH SCAR-17.308 caliber rifle, cost: \$1800 each Quantity: 2. The SCAR with 18" barrel a precision-style rifle that is more powerful than a standard rifle. The firearm is chambered in a .308 Winchester/7.62 NATO. This rifle is primarily used in an over watch capacity to protect the community during large events and Tactical Situations that require Sniper Response.

iii. Hornady .308 Winchester 168 gr ELD-M Tap rifle round cost, \$250 per case of 200. Quantity: (up to 40 cases).

b. Purpose

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

c. Authorized Use

Only members that are POST certified are authorized to use a rifle.

d. Lifespan

GA Precision GAP-10.308 rifle -15 years

(SCAR INCLUSION) FNH SCAR-17.308 caliber rifle -15 years

(.308 AMMO INCLUSION) Hornady .308 Winchester 168 gr ELD-M Tap rifle round – No expiration

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e. Fiscal Impact

Annual maintenance is approximately \$50 for each rifle. The associated training cost is for the .308 ammunition. During 2023, \$2,100 was spent on .308 ammunition for training. Funds for maintenance and ammunition is from budgeted police equipment funding.

f. Training

Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification two times a year.

g. Legal and Procedural Rules

Use is established under the Standard Operating Procedure. It is the policy of the Yuba City Police Department to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

9. Chemical Agent and Smoke Canisters: Canisters that contain chemical agents that are released when deployed.

a. Description, quantity, capabilities, and purchase cost

i. COMBINED TACTICAL SYSTEMS (CTS), Baffled Riot CS Smoke Grenade, #5230B, cost: \$39.81, quantity: (Up to 60). This pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. The munition is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects. This canister can be hand thrown or launched from a fired delivery system. The canister is 6.2 in. by 2.6 in. and holds an approximately 25 gm. of active agent payload. It has an approximate burn time of 20-40 seconds.

ii. COMBINED TACTICAL SYSTEMS (CTS), 40mm CS Liquid Barricade Projectile, #4330, cost: \$26.97, quantity: (Up to 75). The 40mm CS Liquid Barricade Projectile is designed specifically for penetrating intermediate barriers, such as single pane exterior windows, vehicle windows, pressed wood particle doors, 1-2 layers of wallboard, and interior hollow core doors, and deliver irritant agents into an adjacent room(s). This launchable munition is 4.1 in. long and 40mm in diameter and holds approximately 10 gm of active agent.

iii. COMBINED TACTICAL SYSTEMS (CTS), Outdoor Tactical Grenade CS, #8230, cost \$25.37, quantity: (Up to 30). The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically, for outdoor use or in a "Fire safe deployment canister" and it should not be deployed on rooftops, in crawl spaces

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or indoors due to fire producing capability. Can be hand thrown or launched. This grenade will deliver approximately 30 gm. of agent during its 20-40 seconds burn time. The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections.

iv. COMBINED TACTICAL SYSTEMS (CTS), White Smoke Canister Grenade, #6210. cost: \$35.50, quantity: (Up to 35). White indoor/outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone. Emits gray-white smoke only for approximately 20 to 40 seconds. It is approximately 6.0 in. in length by 2.34 in. Does not contain chemical agents.

v. COMBINED TACTICAL SYSTEMS (CTS), White Smoke Canister Grenade, #6210HC. cost: \$35.50, quantity: (Up to 35). White outdoor smoke grenades are used for obscuring tactical movement and signaling or marking a landing zone. Emits gray-white smoke only for approximately 20 to 40 seconds. It is approximately 6.0 in. in length by 2.34 in. Does not contain chemical agents.

vi. COMBINED TACTICAL SYSTEMS (CTS), OC-CS Vapor Grenade, #6343, cost: \$43., quantity: (Up to 10). The OC-CS Vapor Aerosol Grenade is for law enforcement and corrections use to deliver a high concentration of Oleoresin Capsicum (OC) and compound 2-chlorobenzalmalononitrile (CS) in a powerful mist. The grenade is designed for indoor use in confined areas and, once deployed, inflames the mucous membranes and exposed skin resulting in an intense burning sensation. The incapacitating effect of the OC-CS Vapor on the subject is dramatic and requires no personal decontamination. Removing the subject from the affected area to fresh air will resolve respiratory effects within minutes. The OC-CS Vapor Aerosol Grenade is ideal for cell extractions or barricades situations where the use of pyrotechnic, powder or liquid devices is not practical or desired. The munitions contain 30 gm of active OC-CS chemical agents.

vii. DEFENSE TECHNOLOGY, OC AEROSOL GRENADE 1.3°-k FOGGER, 6 OUNCE, #56854, cost: \$24.90, quantity: (Up to 20). The 6 oz. OC Aerosol Grenade will deliver its payload of 1.3% MCo/o OC in 20-25 seconds. This is an anatomized mist which enhances the pungent 1.3°-k OC formulation. Ideal for area denial areas like attics, garages, etc. This device has minimum clean up. The canister may also be handheld to direct the spray pattern. This product is designed to provide room clearing ability with minimum clear up requirements.

viii. DEFENSE TECHNOLOGY, OC AEROSOL GRENADE 1.3% FOGGER, 1 OUNCE, #56814, cost: \$18.65, quantity: (Up to 20). The 1 oz. OC Aerosol Grenade will deliver its payload of 1.3°-k MC% OC in 20-25 seconds. It is ideal for situations where the use of pyrotechnic, powder, or liquid devices are not practical or desired. The 1.3% Major Capsaicinoids provides sufficient effects in confined areas of up to 6,000 cubic feet such as attics, crawl spaces, garages, and interior rooms. The Aerosol Grenade Fogger was designed as an operator controlled instantaneous initiated aerosol grenade. It is a non- pyrotechnic that contains no CFCs, is not a fire hazard and requires minimal decontamination.

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ix. DEFENSE TECHNOLOGY, MUZZLE BANG LAUNCHING CARTRIDGE, 12 gauge. #1210, cost \$8.50, quantity (Up to 30). This munition incorporates an opaque shell and utilizes black powder as the propellant. It has the ability to be used alone as a Muzzle Bang for crowd management or for propelling grenades when using the 1370 Launching Cup.

b. Purpose

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: Self-destructive individuals and/or combative individuals.

ii. Riot/crowd control and civil unrest incidents.

iii. Circumstances where a tactical advantage can be obtained.

iv. Potentially vicious animals.

v. Training exercises or approved demonstrations.

c. Authorized Use

Only officers who have received POST certification in the use chemical agents are authorized to use chemical agents.

d. Training

Sworn members utilizing chemical agent canisters are certified by POST less lethal and chemical agent instructors.

e. Lifespan

5 years from manufacturing date. Budgeted police funds are used for the training costs of this equipment.

f. Fiscal Impact

No annual maintenance. **Training cost is the replacement of training and gas used during actual deployments. During 2023, a re-supply of chemical agents cost the following: \$754.56 on 40mm CS ferret rounds.**

g. Legal and Procedural Rules

Use is established under the Yuba City Police Department Chemical Agent Manual 580."07. It is the policy of the Yuba City Police Department to utilize chemical agents only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

10. **Explosive Breaching Tools:** Tools that are used to conduct an explosive breach.

a. Description. quantity. capabilities. and purchase cost

i. ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN, Cost: \$500, quantity: 3. This weapon allows for Breachers to safely utilize shotgun breaching rounds in order to destroy

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deadbolts, locks, and hinges. The stand-off that is attached to the end of the barrel allows for positive placement of the gun into the correct position and vents gases to prevent overpressure. This weapon can also defeat windows and sliding glass doors with a flash bang round. A less lethal 2.4- inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS).

ii. ROYAL ARMS TESAR-1 ORANGE CAP 275 GRAIN COPPER FRANGIBLE BREACHING ROUND, Cost: \$8 per round, quantity: (Up to 30). The round is fired from a breaching shotgun and is used to destroy solid wood doors, locks and hinges

iii. ROYAL ARMS TESAR-2 BACK CAP 425 GRAIN COPPER FRANGIBLE BREACHING ROUND, Cost: \$8 per round, quantity: (Up to 200). The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.

iv. ROYAL ARMS TESC#3 GREEN CAP 375 GRAIN CLAYVON FRANGIBLE BREACHING ROUND, Cost: \$5 per round, quantity (Up to 30). The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.

v. ROYAL ARMS FB-82H 12-GAUGE 82 GRAIN FLASH BANG HARD BREACHING ROUND, Cost: \$6.50 per round, quantity: (Up to 30)The rounds are fired from a breaching shotgun and is used as a diversionary round and can be used to break glass and shot at a velocity of 270-290 feet per second (FPS).

vi. ROYAL ARMS MB-70S 12 GAUGE MUZZLE BLAST FLASH BANG SOFT BREACHING ROUND, cost: \$6.50 per round, quantity: (Up to 30)The round is fired from a breaching shotgun and is used to destroy deadbolts, locks and hinges.

vii. ROYAL ARMS TESAR-4 YELLOW CAP 750 GRAIN COPPER FRANGIBLE BREACHING ROUND, cost: \$9 per round, quantity: 1 (Up to 30)The round is fired from a breaching shotgun and is used as a diversionary round and can be used to break glass.

b. Items intended to be purchased during 2024

The following list of items would need to be purchased as an initial start-up for an explosive breaching program. Annual costs would just replace items as they run out. Total annual cost of maintenance is listed in the fiscal impact below. The equipment would be purchased utilizing budgeted funds for police equipment.

Energetic Compositions (5 year shelf life)

- (a) 18 gr Det Cord 200' (Up to)(est. \$200)
 - 1. Can be used to create precision-based charges
 - 2. Can create up to 33 linear charges
- (b) 25 gr Det Cord 200' (Up to)(est. \$200)
 - 1. Used to +/- N.E.W (net explosive weight) with moderate adjustments
 - 2. Can create up to 33 linear charges

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- (c) 50 gr Det Cord 200' (Up to)(est. \$200)
 - 1. The standard composition for Law Enforcement programs
 - 2. Can create up to 33 linear charges
- (d) 100 gr Det Cord 200' (Up to)(est. \$200)
 - 1. Most suitable for commercial and/or security screen doors
 - 2. Can create up to 33 linear charges
- (e) 14 gr Blasting caps (qt 25) with 30' leads (est. \$15ea/ \$375 total)

Non-consumable Components:

- (a) CGS Pandora Firing system x2 (est. \$2,200)
- (b) Coyote Gordita Energetics equipment bag x2 (est. \$200)
- (c) Measuring tape x2 (est. \$20)
- (d) Razor knives x2 (est. \$20)
- (e) Storage Type 2 Magazine (already possessed)
- (f) Storage Type 3 Magazine (1 day box) (est. \$1000)
- (g) Shock tube cutters (PTFE) x4 (est. \$40)
- (h) Soileater shocktube container (2) (est. \$50)

Consumable Components:

- (a) 209 primers (50-100) (est. \$20)
- (b) Breachers tape (2 50" rolls 60mil) (est. \$114)
- (c) Hydrogel tape (1 300' roll) (already possessed)
- (d) Duct Tape (5 rolls) (est. \$40)
- (e) Electrical Tape (5 rolls) (est. \$25)
- (f) Gaffers Tape (5 rolls) (est. \$50)
- (g) Double-sided Tape (generic 2 rolls) (est. \$25)
- (h) K-Clips (50 pack) (est. \$250)
- (i) Delivery Hose (free through YCFD/LFD)
- (j) 330B 8" rubber plates x4 (est. \$50)
- (k) Water bags/IV bags (free)
- (l) Gel powder (\$20)
- (m) FRP Trim ¼" x 1-3/8"x96" (8) (est. \$40)
- (n) Miscellaneous: rubber strips, food containers, pipe insulation, rubber bands, otter pops, hot glue gun, etc. (est. \$75)

c. Purpose

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To safely gain entry into a structure. The following items would be purchased in 2024 and are intended to give the SWAT Team the capability to utilize explosive breaching. Explosive breaching is a fast, effective, and safe way to gain quick entry into a dwelling or structure during high-risk situations.

d. Authorized Use

Explosive breaching may only occur after authorization by the Incident Commander or SWAT Commander in the field, and during training exercises. Use of explosive breaching equipment requires officers to be trained in the application of equipment.

e. Lifespan

- (a) Breaching Shotgun- 25 years
- (b) Royal Arms Tesar-1 orange cap 275 grain copper breaching round- 5 years
- (c) Royal Arms Tesar-2 black cap 425 grain copper breaching round- 5 years
- (d) Royal Arms Tesar-3 green cap 375 grain clayvon frangible breaching round- 5 years
- (e) Royal Arms FB-82H 12-gauge 82 grain flash bang hard core breaching round- 5
- (f) Royal Arms MB-70S 12-gauge muzzle blast flash bang soft breaching round- 5 years
- (g) Royal Arms Tesar-4 yellow cap 750 grain copper frangible breaching round- 5 years
(Initially excluded lifespan information)
- (h) Energetic Compositions- 5 years
- (i) Non-Consumable Components- Varies an excess of 5 years
- (j) Consumable Components- 2-3 years depending on the product

f. Fiscal Impact

Annual maintenance is approximately \$500 for 12 gauge shotgun rounds. The initial startup for the explosive breaching program is \$5,414, which is a shared cost with the Yuba County Sheriff's Department (\$2,707 is the YCPD portion). Estimated replacement cost of items associated with explosive charge breaching is up to \$950. This is a split cost with the Yuba County Sheriff's Department. Training cost is the actual cost of any replacement rounds for shotgun breaching.

Training costs for explosive breaching is an average of \$2,000 per year. This is based on a total of 4 trained operators attending a course every 3 years to stay current on breaching. There were

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no additional replacement 12 gauge rounds during 2023. Budgeted police funds are used for the replacement costs of this equipment.

f. Training

Shotgun breaching or explosive breaching shall be limited to SWAT personnel who have attended a Shotgun Breaching or explosive breaching course or received documented training.

g. Legal and Procedural Rules

It is the policy of the Yuba City Police Department to utilize breaching tools only for official law enforcement purposes, and pursuant to State and Federal law.

11. PepperBall Launcher: A device that discharges irritant projectiles.

a. Description, quantity, capabilities, and purchase cost

i. PepperBall VKS CARBINE, cost: \$1300, quantity 4. The Variable Kinetic System (VKS) is a compressed-air powered launcher designed to fire non-lethal PepperBall projectiles. The PepperBall VKS Carbine features a Dual Feed System that offers the ability to quickly switch between Hopper mode and Magazine mode for optimum versatility.

ii. PepperBall LIVE PROJECTILE, cost: \$3 per projectile, quantity (up to 500). The basic PepperBall projectile contains 2oz PAVA pepper powder, and is designed for direct impact and area saturation, especially in confined, interior spaces. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.5% PAVA Powder.

iii. PepperBall LIVE-X PROJECTILE, cost: \$4 per projectile, quantity (up to 200)

The Live Projectile contains a concentrated amount of PAVA pepper powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 5% PAVA Powder.

iv. PepperBall VXR INERT PROJECTILE, cost: \$.80 per projectile, quantity (up to 1500). The VXR Inert Projectile is a non-lethal round. The projectile contains approximately no PAVA powder. This projectile is best for direct impact with no PAVA powder. Discharged from a PepperBall Launcher, the projectile has a velocity of 280-350 FPS. The projectile has a direct impact of 60ft and an area of saturation of 150+ft. The projectile contains 0.0% PAVA powder.

- i. This projectile also comes in a shaped version that is not a sphere. This shaped version is called the PepperBall VXR INERT PROJECTILE. This shaped round is the like the sphere round in every category mentioned above. The only difference for this projectile is the standoff distance for direct impact is 5 feet to 140 feet. This projectile cost \$3 a round, quantity 283 (up to 300).

b. Purpose

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To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but, are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

c. Authorized Use

Only those officers who have been trained in the use of PepperBall launchers are authorized to use the PepperBall launchers.

d. Training

Sworn members utilizing PepperBall launchers and projectiles are trained in their use by POST certified less lethal and chemical agents instructors.

e. Lifespan

- i. PepperBall VKS Carbine- 20 years
- ii. PepperBall Live Projectile- 3 years
- iii. PepperBall Live-X Projectile- 3 years
- iv. PepperBall Inert Projectile- 3 years
- v. PepperBall VXR Inert projectiles - 3 years

f. Fiscal impact

Annual maintenance is approximately \$50 for each PepperBall launcher. During 2023, \$642 in Pepperball rounds was purchased to re-supply rounds used during training and deployments. Budgeted police funds are used for the replacement costs of this equipment.

g. Legal and Procedural Rules

Use is established under Yuba City Police Department policy 303. It is the policy of the Yuba City Police Department to utilize PepperBall only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

I. MAINTENANCE OF MILITARY USE SUPPLY LEVELS

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 10% of stock in a calendar year without city council approval to maintain essential availability for the Department's needs. Yuba City Police Department is authorized to acquire additional stock of items listed here from other law enforcement agencies of CalCES in the event of an emergency when approved by the COP or designee.

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707.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

707.6 MILITARY EQUIPMENT USE CONSIDERATIONS

The military equipment acquired and authorized by the Department is:

- a. Necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- b. Reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Military equipment shall only be used by a Department employee only after applicable training, including any course required by the Commission on Peace Officer Standards and Training, has been completed, unless exigent circumstances arise.

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid or law enforcement related services to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid and/or assistance.

Military Equipment

707.7 MILITARY EQUIPMENT REPORTING CONSIDERATIONS

The Department shall submit an annual military equipment report to City Council that addresses each type of military equipment possessed by the Department.

The Department shall also make each annual military equipment report publicly available on its internet website for as long as the military equipment is available for use.

The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

- a. A summary of how the military equipment was used and the purpose of its use.
- b. A summary of any complaints or concerns received concerning the military equipment.
- c. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- d. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- e. The quantity possessed for each type of military equipment.
- f. If YCPD intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.
- g. Within 30 days of submitting and publicly releasing an annual military equipment report, YCPD shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and YCPD's funding, acquisition, or use of military equipment. This shall occur as a part of YCPD's presentation to the governing body.

CATALOGING OF MILITARY USE EQUIPMENT

All military use equipment kept and maintained by the Yuba City Police Department shall be cataloged in a way which addresses each of the following requirements:

- 1. The manufacturer's description of the equipment.
- 2. The capabilities of the equipment.
- 3. The purposes and authorized uses for which the Department proposes to use the equipment.
- 4. The expected lifespan of the equipment.
- 5. The fiscal impact of the equipment, both initially and for on-going maintenance.
- 6. The quantity of the equipment, whether maintained or sought.

COMPLIANCE

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1.The Field Operations Division Commander will ensure that all Department members comply with this policy. The Commander will conduct an annual audit with the assistance of Patrol Division Lieutenants. The Chief of Police or designee will be notified of any policy violations and, if needed, the violation(s) will be referred to the Investigation Division Commander and handled in accordance with YCPD policy. All instances of non-compliance will be reported to City Council via the annual military equipment report.

2.Any member of the public can register a question or concern regarding military use equipment by contacting the Yuba City Police Department's Records Unit via email at policerecords@yubacity.net. A response to the question or concern shall be completed by the Department in a timely manner.

3.Any member of the public can submit a complaint to any member of the Department and in any form (i.e. in person, telephone, email, etc.). Once the complaint is received, it should be routed to the Patrol Division Commander.

FUNDING

The Department shall seek council approval for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

1.The Department has authority to apply for funding prior to obtaining council approval and utilizing newly acquired equipment in the case of exigent circumstances.The Department shall obtain council approval as soon as practicable.

707.8 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

707.9 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

707.10 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which

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the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Executive Management Resolution - Terms of Employment
Recommendation: A. Adopt a Resolution authorizing the unrepresented Executive Management employees Resolution effective June 1, 2024

B. Adopt a Resolution authorizing the City Manager authority to negotiate any non-monetary matters with the Department Heads

C. Adopt a Resolution authorizing a one-time, non-PERSable stipend payment to the Chief of Police.
Fiscal Impact: The one-time stipend payment is \$13,419.

Purpose:

To authorize the unrepresented Executive Management employees' Resolution for terms of employment, authorize the City Manager to negotiate any non-monetary terms with the Department Heads, and to authorize a one-time stipend payment for Chief Baker.

Council's Strategic Goal:

The Resolution address the City Council's overarching Strategic Goals of Quality of Life as the City Manager and Department Heads oversee City operations.

Background:

The Executive Team is comprised of the City Manager and the Department Heads. "Executive Team" has been a common way to refer to this unrepresented group of employees. As a reminder, the Department Head classifications are: 1) Police Chief, 2) Fire Chief, 3) Public Works & Development Services Director, 4) Finance Director, 5) Community Services Director, and 6) Human Resources Director. While reporting directly to the City Manager, the Department Heads oversee the day-to-day and strategic issues of the City including issues impacting the organizational operations, community, and employees.

The City Manager and Department Heads serve in "at will" positions. Department Heads have individual employment contracts executed by the City Manager based on delegated authority and approved parameters from the City Council; the current employment contracts originated in 2020 and

were implemented in 2020 or when the employee was appointed. The City Manager's individual employment contract was effective December 10, 2021.

The Department Head employment contracts are tied to various bargaining unit Memorandum of Understandings (MOUs). The individual employment contracts overlapping with the MOUs have created ambiguity, resulting in administrative issues when implementing the employment contract along with the applicable MOU. Additionally, the terms of employment for unrepresented employees is being driven in part by negotiated MOUs for bargaining units that do not represent the Executive Team.

Effective September 25, 2021, Brian Baker was promoted to Chief of Police. When Chief Baker was a Police Commander he received education incentive pay as part of the Police Sworn Mid-Manager (now Police Mid-Manager) Memorandum of Understanding (MOU). When he was appointed to Police Chief, the education incentive pay was not defined as part of his terms of employment (approved by the City Manager, but not by the City Council) however his employment agreement was linked to the Police Sworn Mid-Manager MOU.

Analysis:

It is being proposed that the Executive Team have their own Resolution that defines terms and conditions of employment, particularly for compensation matters. This will make the administration of the Resolution more intentional and accurate than the overlapping agreements and various MOUs, and will avoid confusion or potentially conflicting provisions when one or more MOUs are revised. Also, the Resolution will prevent the Executive Teams' terms and conditions of employment being defined by a bargaining unit that does not represent them. The City Manager's employment agreement will not be impacted by this Resolution.

Please note that the City Manager compensation is set by contract and the Resolution will not affect the City Manager's holidays at this time. It is anticipated that Staff will return to update the contract consistent with the proposed Resolution if approved by City Council this evening.

A one-time stipend payment for Chief Baker's education incentive pay is being recommended from September 25, 2021 to May 31, 2024. This one-time stipend payment will resolve the past ambiguity that was created by the overlapping individual employment agreement and PSMM MOU. Going forward, education incentive pay, longevity pay, or specialty pay will not be provided to the Chief of Police unless authorized by Resolution.

Fiscal Impact:

The one-time stipend payment is \$13,419.

Alternatives:

Do not approve the unrepresented Executive Management employees Resolution or the one-time stipend payment with Chief Baker. As to the Resolution, if this occurs, Staff will require direction to address next steps with the unrepresented Executive Management employees.

Recommendation:

A. Adopt a Resolution authorizing the unrepresented Executive Management employees Resolution effective June 1, 2024

B. Adopt a Resolution authorizing the City Manager authority to negotiate any non-monetary matters with the Department Heads

C. Adopt a Resolution authorizing a one-time, non-PERSable stipend payment to Chief Baker

Attachments:

1. Unrepresented Executive Management Employees Resolution
2. Police Chief Resolution

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING WAGES AND BENEFITS OF UNREPRESENTED EXECUTIVE MANAGEMENT EMPLOYEES

WHEREAS, the “Executive Management” employees are listed in the City’s approved Salary Schedule, and currently include the “at will” miscellaneous positions of City Manager, Community Services Director, Finance Director, Human Resources Director, and Public Works and Development Services Director, and the “at will” safety positions of Fire Chief and Police Chief; and

WHEREAS, the terms, conditions and benefits for the Executive Management employees are updated from time to time by the City Council; and

WHEREAS, the City contracts with the California Public Employees Retirement System (“CalPERS”) and obtains medical benefits through the Public Employees’ Medical and Hospital Care Act (PEMHCA) or PRISM Health Program; and

WHEREAS, in part, to more clearly and consistently comply with CalPERS and PEMHCA requirements, the City is adopting this Resolution specifically outlining the benefits and special compensation provided to unrepresented Executive Management employees;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY
HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:**

Section 1. Employment Agreements Authorized.

The City Council hereby re-affirms and renews its approval of the City Manager’s authority to negotiate employment terms with the other Executive Management employees covered under this Resolution, including but not limited to the appropriate pay step into which to hire new staff (from within the City’s Salary Schedule and to enter into individual employment agreements for such Executive Management positions on the City’s behalf. Any such employment agreement terms which conflict with the specified benefits provided under this Resolution must be approved by the City Council.

Section 2. At Will Status.

Executive Management employees other than the City Manager continue to serve as “at will” employees, serving at the will and pleasure of the City Manager. The City Manager continues to serve at the will and pleasure of the City Council.

Section 3. Compensation.

A. Salary. Salaries for Executive Management employees shall be determined based on the salary range for the classifications as shown in the approved City Salary Schedule, as it may be amended from time to time. Movement between the pay steps shall be based on performance and at the City Manager’s discretion. Market adjustments may be recommended, at the City Manager’s discretion, based on operational need, market evaluation, or other related factors, but will require approval by the City Council in order to take effect.

B. Special Compensation. Special compensation (as defined by CalPERS) is available as set forth below, which are declarative of existing benefits and terms.

i) Bilingual Pay. Employees who are sufficient 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.

ii) Uniforms. Consistent with uniform pay provided to other sworn police employees, the Police Chief shall receive a uniform allowance in the amount of thirty-four dollars and sixty-two cents (\$34.62) per pay period. Consistent with uniform benefits for other fire safety employees, rather than an allowance, the City will provide and pay for the Fire Chief's uniform, including a Class "A" dress uniform meeting Department specifications.

C. Compensation for Extra Safety Chief Work at Events for which the City is Reimbursed. For work performed by the Police Chief or Fire Chief at an outside event or engagement for which the City receives specific reimbursement for their time, the City will pay such compensation to the applicable chief. Such payment will be taxable income subject to typical payroll taxes and withholdings, but will not qualify as special compensation for CalPERS purposes.

Section 4. Retirement.

A. Program Enrollment. Executive Management employees receive retirement benefits from the California Public Employees Retirement System (CalPERS), in accordance with applicable law and the City's CalPERS contracts. City will enroll each Executive Management employee into the appropriate program (i.e. safety/miscellaneous, classic or PEPRAs/new" member, etc.). These include:

i. For miscellaneous employees hired between August 2, 1991 and July 1, 2012, the 2.7% at 55 formula (highest three-year average). The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions as additional compensation for retirement purposes only. These members pay eight percent (8%) of the employer's contribution on a pre-tax basis.

ii. For miscellaneous employees hired after June 30, 2012, and who are not classified as CalPERS "new members," the 2% at 55 formula (highest three-year average). The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions as additional compensation for retirement purposes only. These members pay seven percent (7%) of the employer's contribution on a pre-tax basis.

iii. For miscellaneous employees hired after December 31, 2012, and who are classified as CalPERS "new members," the 2% at 62 formula (highest three year average). These employees pay one half the total normal cost, as determined annually by CalPERS, on a pre-tax basis.

iv. 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

v. For the Fire Chief and Police Chief positions (consistent with other safety management employees:

a. For safety employees hired before July 1, 2012, the 3% at 50 formula (highest three-year average). The City pays 100% of the employee's contribution to

CalPERS and reports the employer payment of the member contributions as additional compensation for retirement purposes only. These members pay nine percent (9%) of the employer's contribution on a pre-tax basis.

b. For safety employees hired after June 30, 2012, and who are not classified as CalPERS "new members," the 3% at 55 formula (highest three-year average). The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions as additional compensation for retirement purposes only. These members pay nine percent (9%) of the employer's contribution on a pre-tax basis.

c. For safety employees hired after December 31, 2012, who are classified as CalPERS "new members," the 2.7% at 55 formula (highest three-year average). The City pays 100% of the employee's contribution to CalPERS and reports the employer payment of the member contributions as additional compensation for retirement purposes only. These employees pay one half the total normal cost, as determined annually by CalPERS, on a pre-tax basis.

d. All such safety retirement plans include the following optional CalPERS retirement benefits:

- Sick Leave Service Credit
- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death benefits
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Special
- Post-Retirement Death Benefits \$500 lump sum
- Survivor Allowance (PRSA)
- 3% Retirement COLA

B. Employee Contributions. Except as may otherwise be limited or prohibited by law, the City Manager is authorized to contract for the City to pay all the appropriate contributions on an employee's behalf (EPMC), and to report 100% of the employer payment of member contributions (EPMC) as additional compensation for retirement purposes only. PEPPRA members' contributions shall be made and reported as provided by law.

C. All retirement terms shall be in accordance with state law, which includes required cost sharing provisions.

D. Retiree Health Benefit. If an Executive Management employee retires from the City, has at least five years of City service, and is of eligible service retirement age applicable to the employee's CalPERS status, the Employee shall have the "Employee Only" medical premium paid by the City (at the value based on the lowest cost health plan available to an employee in the classification the retiree retired from) until such time as the employee is eligible to receive Medicare. If the Employee receives a disability retirement, this benefit is not available. The retiree will be responsible for paying the balance of the applicable premium requirement that exceeds the City's contribution.

The retiree health care plan is separate from the employee health care plan which will result in a difference in premiums between the two plans. The cost of health care, if any, beyond the normal single employee health care contribution by the City will be the responsibility of the Employee. If the retiree selects a health plan that costs less than the City's contribution, they will not be eligible to receive the cash difference. All premium contributions must be received

one month in advance and it is the responsibility of the retiree to ensure that the City receives the payment. Failure to pay the retiree's contribution in a timely manner may result in the loss of the benefit.

Section 5. Insurance and Related Benefits

A. Heath Benefits.

1. For non-safety Executive Management and for the Fire Chief, programs for City-sponsored medical insurance shall be provided for Executive Management employees and their dependents commensurate with the programs provided to the majority of miscellaneous City employees. The split for medical premium costs shall be 80% (City)/20% (employee). The City shall contribute to an employee's cafeteria plan an amount equal to a 80% of the premium cost, based on the lowest cost health plan available to a majority of the City's miscellaneous employees. Employee contributions are on a pre-tax basis.

2. For the Police Chief, programs for City-sponsored medical insurance shall be provided for the Police Chief and dependents commensurate with the PORAC programs provided to the employees in the other police units. The split for medical premium costs shall be 80% (City)/20% (employee). The City shall contribute to an employee's cafeteria plan an amount equal to 80% of the premium cost, based on the lowest cost health plan available to safety employees in the Police Mid-Manager unit, minus the MEC. Employee contributions are on a pre-tax basis.

B. Dental/Vision.

1. 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.

2 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, that is not subject to bargaining requirements or the grievance process, and then communicate the determination in writing 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.

3. Employees must participate in the City's Dental and Vision Plan in a manner provided in the adopted Dental and Vision Plan Agreement.

C. Cash-in-Lieu Program. Cash in lieu of benefits is available to Executive Management employees who reduce the level of health care coverage, or elect to forego coverage, as follows:

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

entitled to Cash-in-Lieu benefit and shall receive the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage leave and the Cash-in-Lieu benefit for the lower level elected.

ii. Employees electing to forego City health insurance coverage entirely will receive a cash-in-lieu benefit based on the percentage of the current lowest cost health plan available to the majority of City employees (this amount is subject to change based on the City's negotiations with bargaining units):

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

D. Life insurance. Life insurance benefits in the amount of \$150,000 shall be maintained for Executive Management employees at City cost.

E. Long- and Short-Term Disability.

1. A long-term disability plan shall be provided for Executive Management employees at City cost.

2. Short term disability benefits shall be available to miscellaneous Executive Employees, at their own cost, through a UNUM program (or subsequent equivalent) which is replacing the City's former self-sponsored program (City Program). The City Program will be available (at employee expense) until the UNUM program is operational, after which no further City Program claims will be accepted. The Fire Chief and Police Chief positions do not have access to City-affiliated short-term disability benefits, but may have access to programs available to other fire or police employees through California Association of Professional Firefighters (for the Fire Chief) and PORAC (for the Police Chief). The City has no role in administration of these outside provider benefits.

F. Employee Assistance Program (EAP). Employees have access to the City's general EAP, which assists employees with issues that may impact their job performance, health, and/or mental and emotional well-being. The EAP offers free and confidential assessments, short-term counseling, referrals, and follow up services for employees and their household members. Details about the EAP program are available at Human Resources.

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

H. 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.

I. Deferred Compensation. Executive Employees shall receive a monthly City contribution of \$200 paid into a City of Yuba City deferred compensation plan. The City also maintains a 457 plan (or other similar equivalent provided by a third party) for employees' participation subject to plan requirements and other legal limitations.

Section 6. Leaves and Related Benefits

A. Sick and Vacation Leave. Employees shall accrue sick leave pursuant to the City's Personnel Rules. Vacation leave accrues at the following rates:

<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

The City Manager has discretion to acknowledge up to 20 years a new Executive Employee's previous years of service at another California local government agency as if they were years of City service, such that the new employee would begin accruing vacation leave at a faster rate upon beginning City employment. (For example, an employee who previously worked at the City of Marysville for 5 years could, if approved by the City Manager, begin accruing Yuba City vacation time at the rate of 5.5 hours bi-weekly.)

Vacation leave accruals are subject to the limits in the Personnel Rules; sick leave may be accrued without limitation. At separation from City service, Executive Management employees shall be compensated for all accrued vacation and administrative leave. Accrued sick leave may be eligible for CalPERS conversion or sick leave compensation pursuant to the City's then-current CalPERS contract and the City's Personnel Rules.

B. Administrative Leave.

1. Executive Employees shall be credited with eighty (80) hours of administrative leave on the first non-payroll week of each January.

2. At the discretion of the City Manager, an additional allotment of administrative leave not to exceed forty (40) hours per calendar year may be approved. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations. The allotment of leave is at the full discretion of the City Manager.

3. In December of each year, Employee may annually make an irrevocable election to cash out a maximum of 40 hours of administrative leave that will be accrued in the following calendar year. The election shall 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. Any unused balance up to 40 hours will be carried over to the next calendar year, subject to a maximum accrual of 160 hours.

C. Holidays

Employees are entitled to holidays with pay. Employees will have holidays off to the same proportion as to their regular scheduled work hours. If a holiday falls on a regular scheduled day off, the employee shall take an alternate day off within the current or following pay period. The City recognizes following holidays:

- New Year's Day (the first day of January)
- Martin Luther King Day (the third Monday in January)
- Washington's Birthday (the third Monday in February)
- Memorial Day (the last Monday in May)
- Independence Day (the fourth day of July)

- Labor Day (the first Monday in September)
- Veterans Day (observed on the day established by the Yuba City Unified School District)
- The Week of Thanksgiving, effective 2024
- Christmas Day (the 25th day of December)
- One (1) regular scheduled day off to be used on either Christmas Eve or New Year's Eve, or a combination on both days.

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 some hours during the week of Thanksgiving will be allowed to take corresponding holiday hours off during the months of October, November, or December.

D. Floating Holiday.

Effective July 1, 2024, employees receive one (1) floating holiday annually on July 1. 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.

Section 7. Professional Development.

A. Tuition Reimbursement. Employees are eligible for up to five thousand dollars (\$5,000) per fiscal year for tuition reimbursement, subject to the rules and requirements of the tuition program.

B. Professional Growth. Subject to budget approval, the City will pay for reasonable professional dues and subscriptions for each Executive Employee's participation in two professional organization deemed necessary and desirable, in the discretion of the City Manager, for the employee's continued professional growth and advancement, and for the good of the City. In addition, and expressly subject to preapproval by the City Manager, the City will pay reasonable travel and subsistence expenses for Executive Employee's participation in professional meetings and development activities.

Section 8. Severance.

The City Manager is authorized the discretion to include severance provisions in the Executive Management employment agreements that provide Executive Employees terminated without cause (or who resign in lieu of such termination) up to six months' salary (at the then-current rate of pay) and value of up to six months of health insurance premiums (at then-existing coverage levels). Severance benefits are expressly conditioned upon the departing employee's execution of completes waiver and releases of any and all claims, in a format drafted by or acceptable to the City Attorney or designee. No severance benefits are available to Executive Managers who voluntarily resign or are terminated for willful misconduct, malfeasance, dishonesty for personal gain, conviction of a misdemeanor involving moral turpitude or conviction of a felony.

Section 9. Reduction in Salary or Benefits.

In the event the City implements cost-saving measures, such as work furloughs, salary reductions, changes to health or welfare benefits and allowances, or any other changes to the terms the applicable Management Employees MOUs, Executive Management employees will receive the same downward adjustment and change in terms as that applicable to the corresponding management unit. In the event that such cost-saving measures are subsequently eliminated (i.e. former salary or benefit levels are restored), Executive Management employees will receive same restoration of salary or terms as the corresponding management unit.

Section 10. Other Terms and Conditions of Employment

A. All Executive Employee employment agreements must reference the post-City employment “revolving door” limitations set forth in Ordinance No. 006-20.

B. This resolution does not authorize any auto allowance for Executive Employees. However, the City Manager has discretion to approve making a City vehicle available for an Executive Employee’s use in accordance with the typical work requirements of their position or for unique work-related travel. City vehicles are not for personal (i.e. not work-related) use.

C. The City Manager may, by agreement with Executive Employees, establish any such other terms and conditions of employment, so long as such terms and conditions are not inconsistent with or in conflict with the provisions of this resolution, the Yuba City Municipal Code or any other law.

PASSED AND ADOPTED by the City Council of the City of Yuba City at a duly noticed meeting held on May 21, 2024 by the following vote:

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING AN ONE-TIME, NON-PERSABLE STIPEND PAYMENT FOR
THE POLICE CHIEF, BRIAN BAKER**

WHEREAS, Brian Baker was appointed Chief of Police on September 25, 2021; and

WHEREAS, prior to that appointment Chief Baker was a Police Commander in the Police Sworn Mid-Manager (now Police Mid-Manager) bargaining unit; and

WHEREAS, the Police Sworn Mid-Manager Memorandum of Understanding (MOU) authorized education incentive pay for those unit employees who completed a master's degree in a work-related field and/or completed the FBI National Academy; and

WHEREAS, at the time his agreement as Chief of Police was negotiated, there was ambiguity about his ability to maintain eligibility for education incentive pay; and

WHEREAS, Chief Baker has his master's degree and later attended the FBI National Academy, but did not receive education incentive pay; and

WHEREAS, the City has determined the existing salary for the Police Chief (including the recent 3.25% wage increase effective July 15, 2023) is sufficient; and

WHEREAS, the City also wishes to clarify that another provision of the Police Mid-Manager MOU approved after his appointment as Chief (specifically longevity pay) does not apply to Police Chief, who has not received such benefits and will not receive them going forward; and

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

- A. The City Council authorizes a one-time, non-PERSable stipend payment to Chief Baker in the amount of \$13,419 as the approximate value of the education incentive between September 25, 2021 and May 31, 2024. Such stipend is not reportable special compensation for CalPERS purposes, but is subject to all applicable payroll taxes and withholdings.

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 21st day of May 2024.

AYES:

NOES:

ABSENT:

ATTEST:

Ciara Wakefield, Deputy City Clerk

Shon Harris, Mayor

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Landscape District No. 1 and Yuba City Lighting and Landscape District No. 2 - Annual Levy Initiation

Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Landscape Maintenance District No. 1, and Yuba City Lighting and Landscape Maintenance District No. 2, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972

Fiscal Impact: Receipt of assessments and expenditure of funds for lighting and landscape maintenance districts throughout the City.

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Landscape Maintenance District No. 1 (LLMD 1) and Yuba City Lighting and Landscape Maintenance District No. 2 (LLMD 2) addresses the City Council's Strategic Goal of maintaining infrastructure, as levying LLMD No. 1 and LLMD No. 2 will ensure that street lighting, landscaping, and other items included in the Districts are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in LLMD 1 and LLMD 2 (Districts). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed.

LLMD 1 includes the Stabler Lane area (Zone of Benefit A) and Garden Highway Area (Zones of Benefit B, B_1, and B_2). Zones of Benefit A and B do not have provisions for a cost of living adjustment (COLA) and have historically been charged the maximum levy allowed in order to cover their annual expenses. Zones B_1 and B_2 are recently formed zones of benefit and do have provisions for a COLA which is based on the Consumer Price Index from January to January. LLMD 2 (Town Square Area) also has provisions for COLA.

Analysis:

The proposed action of ordering the Engineer of Work to file reports for the Districts is the first step in the annual levy process. This step allows staff to review expenses and revenues for the Districts, determine how to best levy the Districts such that revenues meet or exceed expenditures and appropriate reserve balances are maintained, and ultimately file reports which will be reviewed and approved by Council. Once the reports are approved by Council, a Public Hearing will be held for the Districts' annual levies.

Fiscal Impact:

Staff time and consultant expenditures within budgeted administration amounts will be required to prepare and file the reports. The proposed assessments for Fiscal Year 2024-25 will be available for review and analyzed in depth at the time of the Annual Report Approval.

Alternatives:

Do not order the Engineer of Work to file reports for the Districts. This will result in delays to the annual levy process, ultimately causing the City to file with the County Auditor after the legal deadline.

Recommendation:

Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Landscape Maintenance District No. 1, and Yuba City Lighting and Landscape Maintenance District No. 2, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972

Attachments:

1. Attachment 1 - Resolution LLMD 1-2 Initiation

Prepared By:

Josh Wolffe
Senior Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DESCRIBING IMPROVEMENTS AND ORDERING THE ENGINEER OF WORK TO FILE A
REPORT WITH REGARD TO YUBA CITY LANDSCAPE MAINTENANCE DISTRICT NO.
1(STABLER LANE/GARDEN HIGHWAY AREA) AND YUBA CITY LIGHTING AND
LANDSCAPE MAINTENANCE DISTRICT NO. 2 (TOWN CENTER) FOR THE 2024-25
FISCAL YEAR**

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 requires the review of annual assessment of existing Districts; and

WHEREAS, Landscape Maintenance District No. 1 and Lighting and Landscape Maintenance District No. 2 have been formed pursuant to the Landscaping and Lighting Act of 1972, and have been brought into compliance with Proposition 218; and

WHEREAS, the City Council of the City of Yuba City desires that assessments be levied and collected in said assessment district for the 2024-25 Fiscal Year in accordance with Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council wishes to secure an Engineer's Report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California.

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

1. There are no proposed new improvements or any substantial changes in existing improvements for Landscape Maintenance District No. 1 or Lighting and Landscape Maintenance District No. 2. The City Engineer is hereby ordered to prepare and file reports in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California for Fiscal Year 2024-25 Landscape Maintenance District No. 1 and Lighting and Landscape Maintenance District No. 2 assessments.

2. 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 21st day of May, 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: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Lighting and Landscape District Nos. 3-4 - Annual Levy Initiation
Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972
Fiscal Impact: Receipt of assessments and expenditure of funds for lighting and landscape maintenance districts throughout the City.

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4 (LLMD 3 and 4) addresses the City Council's Strategic Goal of maintaining infrastructure, as levying LLMD 3 and 4 will ensure that street lighting, landscaping and associated items, block walls, detention ponds, and street-end barricades are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in LLMD 3 and 4 (Districts). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed. LLMD 3 and 4 (13 subdivisions located throughout Yuba City) have provisions for a Cost of Living Adjustment COLA which is based on the Consumer Price Index from January to January.

Analysis:

The proposed action of ordering the Engineer of Work to file reports for the Districts is the first step in the annual levy process. This step allows staff to review expenses and revenues for the Districts, determine how to best levy the Districts such that revenues meet or exceed expenditures and appropriate reserve balances are maintained, and ultimately file reports which will be reviewed and

approved by Council. Once the reports are approved by Council, a Public Hearing will be held for the Districts' annual levies.

Fiscal Impact:

Staff time and consultant expenditures within budgeted administration amounts will be required to prepare and file the reports. The proposed assessments for Fiscal Year 2024-25 will be available for review and analyzed in depth at the time of the Annual Report Approval.

Alternatives:

Do not order the Engineer of Work to file reports for the Districts. This will result in delays to the annual levy process, ultimately causing the City to file with the County Auditor after the legal deadline.

Recommendation:

Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District Nos. 3 and 4, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

Attachments:

1. Attachment 1 - Resolution LLMD 3-4 Initiation

Prepared By:

Josh Wolffe
Senior Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DESCRIBING IMPROVEMENTS AND ORDERING THE ENGINEER OF WORK TO FILE A
REPORT WITH REGARD TO YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NOS. 3 AND 4 (13 SUBDIVISIONS THROUGHOUT YUBA CITY)
FOR THE 2024-25 FISCAL YEAR**

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 requires the review of annual assessment of existing Districts; and

WHEREAS, Lighting and Landscape Maintenance District Nos. 3 and 4 have been formed pursuant to the Landscaping and Lighting Act of 1972, and have been brought into compliance with Proposition 218; and

WHEREAS, the City Council of the City of Yuba City desires that assessments be levied and collected in said assessment districts for the 2024-25 Fiscal Year in accordance with Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council wishes to secure an engineer's report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California.

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

1. There are no proposed new improvements or any substantial changes in existing improvements for Lighting and Landscape Maintenance District Nos. 3 and 4. The City Engineer is hereby ordered to prepare and file reports in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California for fiscal year 2024-25 Lighting and Landscape Maintenance District Nos. 3 and 4 assessments.

2. 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 21st day of May, 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: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Lighting and Landscape District Nos. 5-6 - Annual Levy Initiation
Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972
Fiscal Impact: Receipt of assessments and expenditure of funds for lighting and landscape maintenance districts throughout the City.

Purpose:

To continue to provide lighting and landscape maintenance throughout the City pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6 (LLMD 5 and 6) addresses the City Council's Strategic Goal of maintaining infrastructure, as levying LLMD 5 and 6 will ensure that street lighting, landscaping and associated items, block walls, detention ponds, and street-end barricades are maintained and in operation.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in LLMD 5 and LLMD 6 (Districts). The assessments were approved by the property owners of record through a protest-ballot proceeding at the time the Districts were formed. LLMD 5 (64 subdivisions located throughout Yuba City) and 6 (Commercial District) have provisions for a Cost of Living Adjustment COLA which is based on the Consumer Price Index from January to January.

Analysis:

The proposed action of ordering the Engineer of Work to file reports for the Districts is the first step in the annual levy process. This step allows staff to review expenses and revenues for the Districts, determine how to best levy the Districts such that revenues meet or exceed expenditures and appropriate reserve balances are maintained, and ultimately file reports which will be reviewed and

approved by Council. Once the reports are approved by Council, a Public Hearing will be held for the Districts' annual levies.

Fiscal Impact:

Staff time and consultant expenditures within budgeted administration amounts will be required to prepare and file the reports. The proposed assessments for Fiscal Year 2024-25 will be available for review and analyzed in depth at the time of the Annual Report Approval.

Alternatives:

Do not order the Engineer of Work to file reports for the Districts. This will result in delays to the annual levy process, ultimately causing the City to file with the County Auditor after the legal deadline.

Recommendation:

Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Lighting and Landscape Maintenance District Nos. 5 and 6, to continue the Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

Attachments:

1. Attachment 1 - Resolution LLMD 5-6 Initiation

Prepared By:

Josh Wolffe
Senior Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DESCRIBING IMPROVEMENTS AND ORDERING THE ENGINEER OF WORK TO FILE A
REPORT WITH REGARD TO YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NOS. 5 (64 SUBDIVISIONS LOCATED THROUGHOUT YUBA CITY) AND 6
(COMMERCIAL DISTRICT) FOR THE 2024-25 FISCAL YEAR**

WHEREAS, the City of Yuba City is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Landscaping and Lighting Act of 1972 requires the review of annual assessment of existing Districts; and

WHEREAS, Lighting and Landscape Maintenance District Nos. 5 and 6 have been formed pursuant to the Landscaping and Lighting Act of 1972, and have been brought into compliance with Proposition 218; and

WHEREAS, the City Council of the City of Yuba City desires that assessments be levied and collected in said assessment districts for the 2024-25 Fiscal Year in accordance with Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California; and

WHEREAS, the City Council wishes to secure an engineer's report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California.

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

1. There are no proposed new improvements or any substantial changes in existing improvements for Lighting and Landscape Maintenance District Nos. 5 and 6. The City Engineer is hereby ordered to prepare and file reports in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Streets and Highways Code of the State of California for fiscal year 2024-25 Lighting and Landscape Maintenance District Nos. 5 and 6 assessments.

2. 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 21st day of May, 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: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Joshua Wolffe, Associate Engineer

Summary

Subject: Yuba City Residential Street Light Maintenance Districts - Annual Levy Initiation
Recommendation: Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982
Fiscal Impact: Receipt of assessments and expenditures of funds associated with residential street light maintenance districts throughout the City.

Purpose:

To initiate proceedings for the continuation of the levy of Assessments for Fiscal Year 2024-25 within the Residential Street Light Maintenance Districts, pursuant to the provisions of the Benefit Assessment Act of 1982 and Article XIID of the California Constitution.

Council Strategic Goal:

Levying Yuba City Residential Street Light Maintenance Districts (RSLMDs) addresses the City Council's Strategic Goal of maintaining infrastructure, as the levy of the RSLMDs will ensure that street lighting remains operational.

Background:

The City annually levies and collects special assessments in order to maintain and service streetlights in the Walton Avenue Area and Tierra Buena Area. The Districts were formed while the areas were under the County's jurisdiction, and the City took over the administration of the Districts when they were annexed into the City.

Analysis:

The proposed action of ordering the Engineer of Work to file a report for the Districts is the first step in the annual levy process. This step allows staff to review expenses and revenues for the Districts, determine how to best levy the Districts such that revenues meet or exceed expenditures, and appropriate reserve balances are maintained, and ultimately file a report which will be reviewed and approved by City Council. Once the report is approved by Council, a Public Hearing will be held for the Districts' annual levy.

Fiscal Impact:

Staff time and consultant expenditures within budgeted administration amounts will be required to prepare and file the reports. The proposed assessments for Fiscal Year 2024-25 will be available for review, and analyzed in depth at the time of the Annual Report Approval.

Alternatives:

Do not order the Engineer of Work to file reports for the Districts. This will result in delays to the annual levy process, ultimately causing the City to file with the County Auditor after the legal deadline.

Recommendation:

Adopt a Resolution describing improvements and ordering the Engineer of Work to file a report with regard to Yuba City Residential Street Light Maintenance Districts, to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982.

Attachments:

1. Attachment 1 - Resolution RSLM Initiation

Prepared By:

Josh Wolffe
Senior Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ORDERING THE ENGINEER OF WORK TO FILE A REPORT FOR THE ANNUAL
ASSESSMENT FOR FISCAL YEAR 2024-25 FOR THE YUBA CITY RESIDENTIAL STREET
LIGHT MAINTENANCE DISTRICT (WALTON AREA) AND YUBA CITY RESIDENTIAL
STREET LIGHT MAINTENANCE DISTRICT (TIERRA BUENA AREA)**

WHEREAS, the City Council of the City of Yuba City previously formed Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"), pursuant to the provisions of the Benefit Assessment Act of 1982, California Government Code Division 2, Chapter 6.6, Section 54703 et seq. (hereafter referred to as the "Act"); and

WHEREAS, a Report (hereafter referred to as the "Formation Report") was prepared, filed and approved by the City Council in connection with each of the Districts and the levy of said assessments, pursuant to Section 54716 of said Act; and

WHEREAS, the City Council conducted property owner protest proceedings relating to the improvements and services described in the Formation Report and the levy and collection of annual assessments and an assessment range formula related thereto, including cost of living adjustments (COLAs) for each of the Districts in accordance with the provisions of the California Constitution Article XIID (Proposition 218); and

WHEREAS, the Council desires to direct and authorize the City Engineer to assist with the calculation and establishment of the assessments and to prepare and file a budget report(s) (hereafter referred to as the ("Engineer's Report")) with the City Clerk, generally describing how the Districts were formed, the improvements and services within the Districts, the method of apportionment and dispensation of the benefits, and the budget containing the costs and proposed levy amounts for funding the benefits and the assessment roll.

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

1. There are no proposed new improvements or any substantial changes in existing improvements for Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) ("Districts"). The City Engineer is hereby ordered to prepare and file an Engineer's Report(s) for the annual assessment for Fiscal Year 2024-25 for the Districts.

2. 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 21st day of May, 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: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Community Services Department
Presentation By: Tim Bybee, Parks and Grounds Superintendent

Summary

Subject: Plumas Street Trees - Highway 20 to Bridge Street
Recommendation: Receive options for Plumas Street trees between Highway 20 and Bridge Street and provide direction to staff
Fiscal Impact: The fiscal impact ranges from \$31,200.00 to \$39,480.00, depending on Council direction. The Parks Division will use salary savings to cover the cost.

Purpose:

To enhance the downtown corridor and maintain the health and safety of our trees and patrons.

Council's Strategic Goal:

Improving infrastructure and improving the quality of life in our community.

Background:

The Sycamore trees on Plumas Street between Highway 20 and Bridge Street were planted approximately 13 years ago. Since planted, the trees were structurally pruned at about three years old, and the Parks Division has done the necessary pruning to keep the trees off buildings and lighting globes. There have been issues with some of the trees raising and damaging sidewalks in the downtown area, creating hazards for pedestrians. The trees will eventually outgrow the space they are in, which could potentially cause safety issues at some future date.

The original plan to remove every other tree was discussed in July 2023 between the previous Community Services Director and the previous Downtown Business Association (DBA) President. It was discussed that, per the International Society of Arboriculture, it is recommended that the distance between each large tree should be between 30' to 50' to ensure healthy growth. The sycamore trees on Plumas Street can reach a height of 60' when mature. Due to inadequate spacing between each tree (approximately 28') every other tree will need to be removed to ensure healthy growth. Absent this, more trees will continue to shade out neighboring trees which will develop abnormally if nothing is done. By removing every other tree, a consistent pattern and shade canopy will be maintained while promoting sturdy and well-developed trees. Tree removal was scheduled to begin in January 2024.

When the Parks Division marked the trees to be removed in January and presented them to the DBA,

there were a lot of mixed feelings about removing every other tree and which ones should be removed. After the meeting, the Parks Division decided to slow the process down and evaluate other options.

Analysis:

The Parks Division has surveyed the Plumas corridor and identified all immediate safety issues with the trees and sidewalk. Nine trees have been removed due to safety concerns, leaving about eighty-four trees. For the remaining trees, the Parks Division has identified two options for Council consideration.

Option #1:

Perform a class one pruning on all trees at a cost of \$31,200.00. Class one pruning is performed for the purpose of removing dead, dying, and diseased branches. In doing this, it will allow the tree to flourish and continue to grow healthily. This option will address the overgrown canopy but will have to be revisited every 3-4 years when the trees will need to be pruned again. The pros to performing a class one pruning is to ensure health and safety, along with training trees to grow healthily. Failure to prune regularly will not result in immediate demise of the tree, but it can limit its ornamental value. When dead wood is not removed it will affect a tree's vitality. Branches that overlap cause decay, which will disease a tree. Additionally, dead branches can pose a liability risk to vehicles and people.

Option #2:

Remove half of the trees (every other tree), and perform a class one pruning on the remaining trees. Work will be performed by a contractor at a cost of \$39,480.00. Trees to be removed will be determined by City staff. The remaining trees will need to be revisited and pruned every 3-4 years, costing about \$15,600.00 unless pricing increases. The sites where the trees are removed will also need to be addressed. Options include to plant a smaller tree in those areas, or fill the void in the concrete. Removing every other tree allows the remaining tree canopy to fill in and flourish. With this, it allows the others to not starve for light, provides proper soil content and growing space. However, removing every other tree will visually change the appearance of Plumas Street until the remaining trees fill in the gaps left by the removed trees.

Both options would require a special schedule for work to be done with the area being busy with foot traffic, cars, and open businesses. The contractor has asked if they can work at night, early mornings and in the evenings. Based on the time of year, and to manage costs, staff recommends deferring implementation of either option selected until fall when the leaves are off the trees.

Fiscal Impact:

The fiscal impact ranges from \$31,200.00 up to \$39,480.00, depending on Council direction. The Parks Division will use salary savings to cover the cost.

Alternatives:

Leave trees as they are and revisit at a later date.

Recommendation:

Receive options for Plumas Street trees and provide direction to staff.

Attachments:

1. Phase One - Remove every other tree from Scott to Bridge St
2. Class one pruning example
3. Aerial of Plumas St trees

4. Quote for Option #1
5. Quote for Option #2

Prepared By:
Maddy Laffond
Administrative Assistant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

Phase One – Removing every other tree from Scott St to Bridge St

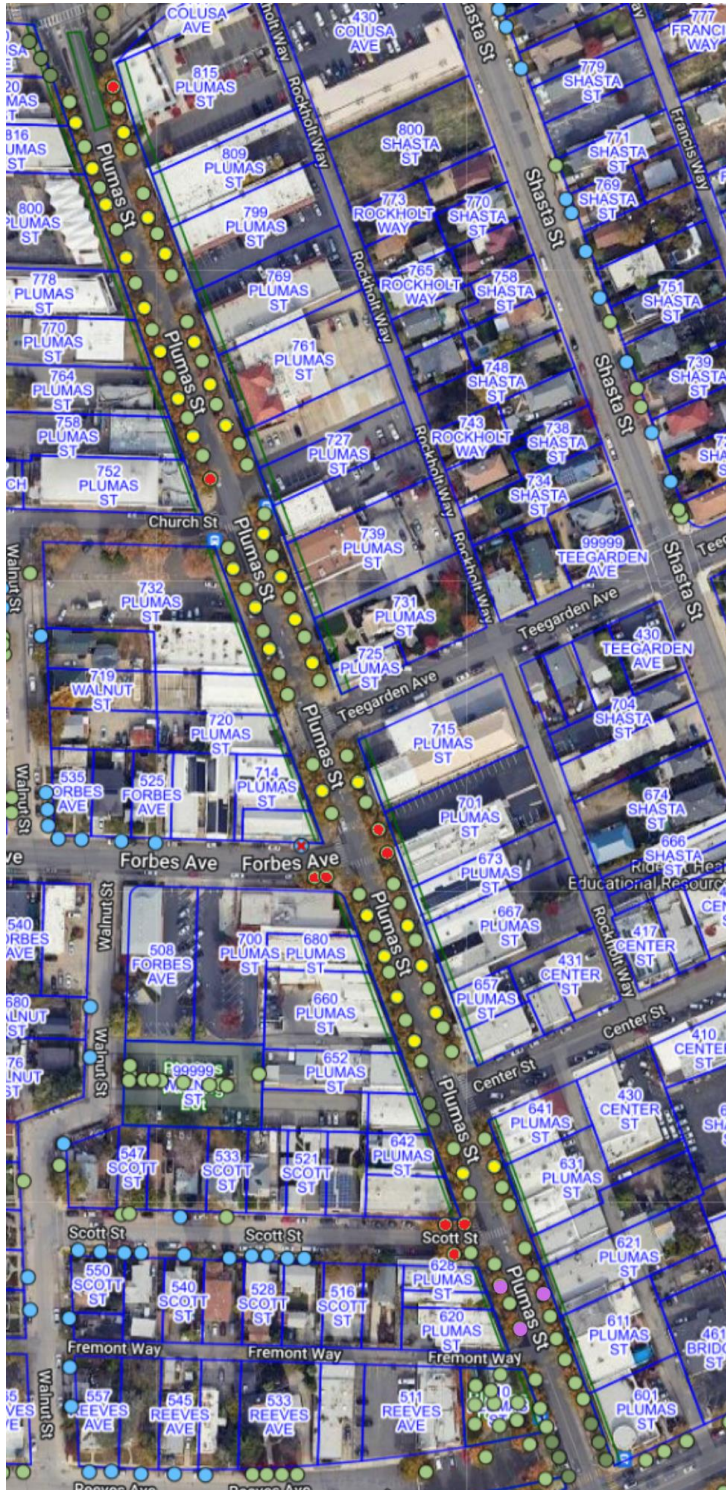


ATTACHMENT 2

Class One Pruning Example



ATTACHMENT 3



- Trees removed for phase one
- Trees to remain
- Trees to be removed with option #2
(these are tentative and can change)
- Trees that have been removed due
to health and safety

ATTACHMENT 4

City of Yuba City, California
1201 Civic Center Blvd., Yuba City, CA 95993
REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

RESPONSE DUE BY March 13, 2024		DATE: March 4, 2024			
TO: Richard's Tree Service		RESPOND TO: DEPT.: Parks PHONE: 530-822-4648 EMAIL RESPONSE: ehernand@yubacity.net/mlaffond@yubacity.net ATTN: Ernie Hernandez			
IMPORTANT NOTICE TO VENDORS: 1. QUOTATIONS ARE REQUESTED FOR FURNISHING THE ITEMS DESCRIBED BELOW IN ACCORDANCE WITH TERMS SET FORTH HEREIN. ALL QUOTATIONS MUST BE F.O.B. DESTINATION AND INCLUDE ALL COSTS OF SHIPPING AND HANDLING TO DELIVERY POINT. 2. UNLESS SPECIFICALLY NOTED, SUBSTITUTES MAY BE OFFERED IF THEY ARE EQUAL TO OR EXCEED THE QUALITY OF THE ITEM(S) DESCRIBED. IT SHALL BE TO THE SOLE DISCRETION OF THE CITY TO DETERMINE EQUALITY OF ITEMS OFFERED AND SUITABILITY FOR CITY USE. 3. VENDOR MUST INCLUDE COMPLETE MANUFACTURER SPECIFICATIONS FOR ANY ALTERNATES OFFERED AND PROVIDE A CLEAR AND COMPLETE DESCRIPTION OF MATERIAL OR EQUIPMENT BEING BID INCLUDING TRADE NAME, MODEL SIZE, TYPE AND CATALOG NUMBER. IF REQUESTED BY THE CITY SAMPLES AND/OR PRODUCT DEMONSTRATION MAY ALSO BE REQUIRED. 4. RIGHT IS RESERVED BY THE CITY TO REJECT ANY OR ALL BIDS OR TO SEPARATE ITEMS IN BID, UNLESS THE RIGHT IS SPECIFICALLY DENIED BY BIDDER. 5. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE BY TEN (10%) PER CENT THE QUANTITIES OF ANY ITEM(S) OFFERED. 6. QUOTATION IS TO SHOW NET UNIT AND NET TOTAL PRICES AFTER ALL TRADE AND CITY DISCOUNTS HAVE BEEN DEDUCTED. DO NOT INCLUDE FEDERAL EXCISE TAXES, AS AN EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST. 7. BIDDERS LOCATED OUTSIDE THE STATE OF CALIFORNIA ARE ADVISED THAT USE TAX EQUAL TO THE CURRENT STATE OF CALIFORNIA SALES TAX WILL BE ADDED TO THEIR BID FOR EVALUATION PURPOSES IF CALIFORNIA SALES TAX IS NOT COMPUTED INTO THEIR BID AND/OR A CERTIFICATE NUMBER AUTHORIZING COLLECTION OF CALIFORNIA STATE SALES TAX IS NOT PROVIDED. 8. THE CITY RESERVES THE RIGHT TO MAKE PAYMENT ONLY UPON COMPLETION OF THE ENTIRE ORDER BEING DELIVERED AFTER PURCHASE AWARD.					
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Class I pruning* of 80 sycamore trees on Plumas St, Yuba City between Colusa Hwy and Bridge St. (See attached map for tree locations.)		
			*Class I pruning (Fine pruning), per the National Arborist Association Pruning Standards, is described as follows – Removal of dead, dying, diseased, decayed, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance.		31,200.00
			*Additional traffic control costs (If any).		
			The City of Yuba City may elect to provide its own traffic control depending on the additional costs.		Incl.
			Estimated days for completion: 10 DAYS		
			Estimated Project Start Date: Spring 2024		
TERMS: Net 30			TAXES (SPECIFY):		
DELIVERY DAYS:			TOTAL NET BID INCLUDING TAXES: \$ 31,200.00		

IN SUBMITTING THE ABOVE QUOTATION, THE VENDOR AGREES THAT ACCEPTANCE OF ANY OR ALL ITEMS BY THE CITY CONSTITUTES A CONTRACT.

SIGNATURE *Ernie Hernandez* TITLE Secretary DATE 3/12/24 PHONE #: (530) 673-7993
FEDERAL TAX ID # 68-0212047

ALL QUOTATIONS MUST BE SIGNED AND RETURNED ON THIS FORM

ATTACHMENT 5



TREE SERVICE
(530) 673-7993

"QUALITY SINCE 1957"

Po Box 3115 ~ Yuba City ~ California ~ 95992

Website: www.richardstree.com ~ Email: richtree@jps.net

Fax: 530-674-5069

Expert Tree Care Throughout
 Northern California
 Over 50 Years of Quality Service
 Industrial-Commercial-Residential
 Fully Insured ~ Lic. #608859
 DIR Registration #1000017382



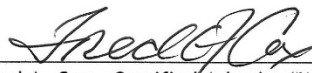
Proposal To: Maddy Laffond
 City of Yuba City
 1201 Civic Center Blvd.
 Yuba City, CA 95993
 Email : mlaffond@yubacity.net

Job Location: Plumas Street
 Colusa Ave. - Bridge St.
 Yuba City, CA 95991

Proposal

Date: 04-29-24

PAYMENT METHOD	JOB CONTACT	JOB PHONE NUMBER
Due on Receipt	Maddy Laffond	(530) 822-7565

JOB DESCRIPTION	AMOUNT
Tree Trimming and Removal on Plumas Street from Colusa Ave. to Bridge St.	
1. Cut down 42 Sycamore Trees at \$550.00 per tree Cut low - No stump grinding	\$23,100.00
2. Trim 42 Sycamore Trees at \$390.00 per tree Class one pruning - Raise, remove deadwood, clear buildings and lights.	\$16,380.00
* Job includes clean up brush and wood	
** Job includes traffic control	
Total Cost = \$39,480.00	
Customer Authorization	 Fred A. Cox - Certified Arborist #WE-416A

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Public Works
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Fire Station No. 2 Dorm Room Expansion Project Award

Recommendation: Adopt a Resolution with the following actions:

A. Award a construction contract to United Building Contractors, Inc. of Chico, CA in the amount of their total bid of \$916,702.00 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney

B. Award a Professional Services Agreement to MatriScope Engineering Laboratories, Inc. of Sacramento, CA for Special Inspection and Testing Services in the amount of \$26,716.80 and authorize the City Manager to execute the contract on behalf of the City, subject to material terms, and subject to review and approval as to legal form by the City Attorney, with a finding that it is in the best interest of the City

C. Authorize the Finance Director to make a supplemental appropriation in the amount of \$122,412.85 from unallocated General Funds to CIP Account No. 1236 (Fire Station 2 Expansion), to fund the Fire Station No. 2 Dorm Room Expansion Project

Fiscal Impact: \$1,195,511.85 – Account No. 1236 (Fire Station 2 Expansion)
\$916,702.00 - Contract Award Amount
\$229,175.50 - Construction Contingency (25%)
\$26,716.80 - Special Inspection & Testing (2.9%)
\$22,917.55 - City Administration (2.5%)

Purpose:

To improve Fire Department facilities by upgrading and expanding the working and living conditions for personnel assigned to Fire Station No. 2.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving the City's Public Safety, as the construction of the dorm room expansion is essential to the Fire Department's operations.

Background:

The Yuba City Fire Department has been working to renovate and remodel Fire Station No. 2 with a new dormitory expansion. The subject station was constructed 41 years ago to protect the northern part of the community. At the time of its occupancy, the station was staffed with a two-person crew.

In 2005, daily staffing at the station was increased to a three-person crew and the additional crew member created some space allocation challenges that have adversely impacted working and living conditions. The configuration of the structure has created some operational issues related to Americans with Disabilities Act (ADA) compliance, physical fitness equipment competing for space in the dayroom/work area, no separate bathroom/shower facility for female personnel, and power limitations.

The Fire Department began the renovation of Fire Station No. 2 in 2013. Realizing that funds needed for the renovation of the station were limited, the Department began a phased improvement of the facility. Using Community Development Block Grant funds, exterior ADA accessibility improvements (walkways and public parking) were completed. In 2015, the Department addressed ADA accessibility issues to the back of the station.

Estrada Engineering completed the design of the dormitory room expansion project in 2019 which includes remodeling of the existing kitchen, day room, and work area as well as expanding the existing dormitory by adding a 1,330 square foot dormitory expansion. On July 16, 2019, City Council approved the plans and specifications and authorized bidding on the Project. On May 25, 2023, the City received two bids with the low bid exceeding the Engineer's Estimate by 40%; the bids were too high and were allowed to expire. The Fire Department decided to move forward with remodeling the existing kitchen, dayroom, and work area with the intent to reduce costs by self performing work and direct negotiations.

Upon remodeling of the kitchen, day room, and work area, the Project was rebid in April 2024, with the proposed plans and specifications completing the renovation of Fire Station No. 2. by adding a 1,330 square foot dormitory expansion, which includes three private dorm rooms with unisex restrooms, laundry room, and storage area.

Analysis:

The Fire Station No. 2 Dorm Room Expansion Project (Project) was advertised for bids beginning February 13, 2024. Plans and specifications were posted on publicpurchase.com and provided to local builder/contractor exchanges. On April 10, 2024, six (6) bids were received and opened by the City Clerk. A list of the bids received and the Engineer's Estimate are shown below.

<u>Company</u>	<u>Total Bid</u>
United Building Contractors, Inc.	\$916,702.00
BCM Construction Company, Inc.	\$999,007.00
Swierstock Enterprice, Inc., dba Pro Builders	\$1,048,000.00
Frank Webb Construction, Inc.	\$1,191,125.00
RBH Construction	\$1,218,179.00
REM Construction, Inc.	\$1,296,354.00
<i>Engineer's Estimate</i>	<i>\$800,000.00</i>

United Building Contractors, Inc. (UBC) is the low, responsible, and responsive bidder.

The Engineer's Estimate for this project was \$800,000. The lowest responsive bid of \$916,702 exceeded the engineer's estimate by approximately 14.5%. Bid analysis reveals continued cost increases in all areas of construction work with no indication of normalization in the near future.

Contractors indicate increases in lumber, concrete, pipe and raw materials prices are due to supply and demand shortages, labor shortages, and persistent inflation.

The City's Public Works Department will perform construction management and the Building Department will perform building inspection, as required. Additional special inspections are addressed below. Construction is expected to begin in July 2024 and continue through September 2024 and is dependent on lead times for material.

Fire Sprinkler, Fire Alert, Communication Work & Contingency:

The fire sprinkler, alerting and communication (Fire Protection) work includes connecting to existing fire systems in the current structure and installing new appurtenances to extend fire sprinklers, fire alerting and communication capabilities into the new dorm expansion. This work has been planned to be direct-negotiated by the City with separate contractors in an effort to more directly control the scope of work. This contracting structure requires continuous coordination and communication between the City, UBC, and the City's other contractors to facilitate the various items of work. This complex and time-consuming process of coordination exposes the Project to potential unforeseen extra work and delay claims. Since the initial conception and final design of this project, Estrada Engineering (Design Engineer) and the City's Project Manager have since retired, further increasing this exposure. Staff therefore requests a higher-than-average construction contingency of 25% (\$229,175.50) to account for Fire Protection work and potential unidentified work associated with construction.

Special Inspection & Testing

Since this is an emergency services building, special inspections for certain construction components will be performed as required per the California Building Code (CBC). In order to confirm adherence to the project drawings, specifications, and CBC, staff requested a quote from MatriScope Engineering Laboratories, Inc. (MatriScope Engineering) on April 16, 2024 to provide special inspection and testing services for the Fire Station No. 2 Dorm Expansion Project. On April 24, 2024, MatriScope Engineering submitted their proposal for review. MatriScope Engineering is a highly qualified inspection firm specializing in building special inspections and testing with extensive experience inspecting emergency services buildings. Additionally, MatriScope Engineering provides testing services, not requiring third party testing subcontracts and markups.

Staff recommends waiving the Purchasing Policy requirement to solicit 3 quotes due to MatriScope Engineering's extensive experience inspecting emergency services buildings, along with turnkey inspection and testing services, and entering into a sole-source Professional Services Agreement with MatriScope Engineering in the amount of \$26,716.80, which includes a 20% contingency to account for potential extra work due to time sensitive inspections or inspections requiring overtime. The City will only be billed for actual costs.

Fiscal Impact:

The estimated total project cost is approximately \$1,195,511.85 which consists of the following components:

Construction Contract	\$916,702.00
Construction Contingency (25%)	\$229,175.50
Special Inspection & Testing (2.9%)	\$26,716.80
City Administration (Includes CM & Building Inspection) (2.5%)	\$22,917.55
Total	\$1,195,511.85

The project will be funded through CIP Account No. 1236 (Fire Station 2 Expansion). There is approximately \$1,073,099 in this account. Staff is requesting authorization for a supplemental appropriation totaling \$122,412.85 from unallocated General Funds to CIP Account No. 1236 (Fire

Station 2 Expansion). There is approximately \$2,522,790 in unallocated General Funds at this time.

Environmental:

Staff has determined that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301(e)(1) (Class 1, Existing Facilities), as the expansion of the approximate 1,300 square foot dormitory to Fire Station No. 2 is less than 50 percent of the floor area of the structure before the expansion. Further, none of the exceptions to Categorical Exemptions set forth in CEQA Guidelines Section 15300.2 apply to this project. Therefore, no further environmental review is required.

Alternatives:

1. Direct staff to utilize different funding source(s) to fund the project.
2. Reject the bids and delay/cancel the project.

Recommendation:

Adopt a Resolution with the following actions:

A. Award a construction contract to United Building Contractors, Inc. of Chico, CA in the amount of their total bid of \$916,702.00 and authorize the City Manager to execute the contract on behalf of the City, subject to review and approval as to legal form by the City Attorney.

B. Award a Professional Services Agreement to MatriScope Engineering Laboratories, Inc. of Sacramento, CA for Special Inspection and Testing Services in the amount of \$26,716.80 and authorize the City Manager to execute the contract on behalf of the City, subject to material terms, and subject to review and approval as to legal form by the City Attorney, with a finding that it is in the best interest of the City.

C. Authorize the Finance Director to make a supplemental appropriation in the amount of \$122,412.85 from unallocated General Funds to CIP Account No. 1236 (Fire Station 2 Expansion), to fund the Fire Station No. 2 Dorm Room Expansion Project.

Attachments:

1. Resolution - Fire Station No. 2 Dorm Room Expansion

Prepared By:

Nick Menezes
Associate Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AWARDING A CONSTRUCTION CONTRACT TO UNITED BUILDING CONTRACTORS, INC. IN THE AMOUNT OF THEIR TOTAL BID OF \$916,702.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR SPECIAL INSPECTION AND TESTING SERVICES TO MATRISCOPE ENGINEERING LABORATORIES, INC. IN THE AMOUNT OF \$26,716.80, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO FUND THE FIRE STATION NO. 2 DORM ROOM EXPANSION PROJECT

WHEREAS, the City of Yuba City (City) advertised for bids for the City's Fire Station No. 2 Dorm Expansion Project (Project); and,

WHEREAS, in response to the advertisement, the City received six (6) bids for the Project in the following bid amounts:

United Building Contractors, Inc.	\$916,702.00
BCM Construction Company, Inc.	\$999,007.00
Swierstock Enterprice, Inc., dba Pro Builders	\$1,048,000.00
Frank Webb Construction, Inc.	\$1,191,125.00
RBH Construction	\$1,218,179.00
REM Construction, Inc.	\$1,296,354.00; and

WHEREAS, the City Public Works Department reviewed the six (6) bids, and examined United Building Contractors, Inc. and its bid response, found it to be both the lowest qualified responsive and responsible bidder, and has recommended it for award of this project; and,

WHEREAS, the City desires to award the bid to United Building Contractors, Inc. of Chico, CA and enter into an agreement with United Building Contractors, Inc. to construct the Project; and,

WHEREAS, MatriScope Engineering Laboratories, Inc. (MatriScope Engineering) is highly qualified, with proven track record of providing excellent special inspection and testing services on large and complex building projects at competitive rates; and

WHEREAS, the City has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301(e)(1) (Class 1, Existing Facilities), as the expansion of the approximate 1,300 square foot dormitory to Fire Station No. 2 is less than 50 percent of the floor area of the structure before the expansion.

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

1. The City Council finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. The City Council of the City of Yuba City does hereby accept the six (6) bids received as noted above, finds that United Building Contractors, Inc. is the lowest responsive and responsible bidder, and awards the construction contract to United Building Contractors, Inc. in the total amount bid of \$916,702.00 for the Fire Station No. 2 Dorm Expansion Project. Said contract agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City.
3. The City Council of the City of Yuba City waives the Purchasing Policy requirement to solicit 3 quotes and awards a professional services agreement for special inspection and testing services to MatriScope Engineering Laboratories, Inc. of Sacramento, CA in the amount of \$26,716.80. Said agreement shall substantially comply with the terms and conditions presented in the draft agreement attached to this Resolution, shall be subjected to review and approval as to legal form by the City Attorney, and the City Manager shall be authorized to execute the same on behalf of the City of Yuba City, and with the finding that it is in the best interest of the City.
4. The City has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301(e)(1) (Class 1, Existing Facilities), as the expansion of the approximate 1,300 square foot dormitory to Fire Station No. 2 is less than 50 percent of the floor area of the structure before the expansion. Further, none of the exceptions to Categorical Exemptions set form in CEQA Guidelines Section 15300.2 apply to this project.
5. The City Council of the City of Yuba City authorizes the Finance Director to make a supplemental appropriation in the amount of \$122,412.85 from unallocated General Funds to CIP Account No. 901278-65501.

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

Exhibit(s):

- A. (Draft) Contract Agreement – United Building Contractors, Inc.
- B. (Draft) Professional Services Agreement – MatriScope Engineering Laboratories, Inc.

EXHIBIT A

**CITY OF YUBA CITY
PUBLIC WORKS DEPARTMENT**

CONTRACT AGREEMENT

**FIRE STATION NO. 2 DORM ROOM ADDITION PROJECT
CONTRACT NO. 23-05**

THIS AGREEMENT, made and concluded this ____ day of _____ 2024, between the City of Yuba City, party of the first part, and United Building Contractors, Inc., Contractor, party of the second part.

ARTICLE I. – WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the said party of the first part under the conditions expressed in the two bonds bearing even date with these presents and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Public Works Department, construction on various roads, all in accordance with the General Conditions/Special Provisions hereto annexed and also in accordance with the Standard Specifications of the State of California Department of Transportation dated 2018, the Standard Plans dated 2018, the “Labor Surcharge” and “Equipment Rental Rates” in effect on the date the work is accomplished, and the “General Prevailing Wage Rates” of the State of California Department of Transportation, which said Special Provisions, Standard Plans, Standard Specifications are hereby specially referred to and by such reference made a part hereof.

The General Conditions/Special Provisions and the project plans for the work to be done are entitled:

FIRE STATION NO. 2 DORM ROOM ADDITION PROJECT

Which are hereby made part of this contract.

ARTICLE II. – The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Yuba City and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Engineer under them, to wit.

ARTICLE III. – The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VI. – The City of Yuba City hereby employs Contractor to provide material and to do the work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions hereinafter set forth.

ARTICLE VII. – The improvement contemplated in the performance of this contract is an improvement over which the City of Yuba City shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed, by and between the terms of this instrument and the bid or proposal of said Contractor, that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**FIRE STATION NO. 2 DORM ROOM ADDITION PROJECT
CONTRACT NO. 23-05**

Bid Item	Item Description	Unit of Measure	Cost
1	Mobilization/Demobilization	LS	\$5,000.00
2	Demolition	LS	\$31,325.00
3	Grading & Earthwork	LS	\$34,513.00
4	Concrete	LS	\$70,656.00

5	Framing	LS	\$204,501.00
6	Drywall	LS	\$36,597.00
7	Windows & Insulation	LS	\$30,300.00
8	Roofing	LS	\$44,351.00
9	Doors, Windows & Hardware	LS	\$25,699.00
10	Tile & Related Items	LS	\$31,500.00
11	Sheetmetal	LS	\$5,978.00
12	Electrical	LS	\$34,482.00
13	Mechanical	LS	\$91,361.00
14	Plumbing	LS	\$79,804.00
15	Toilet and Shower Accessories	LS	\$16,896.00
16	Painting	LS	\$9,799.00
17	Flooring	LS	\$21,114.00
18	Cabinetry & Counter Tops	LS	\$62,461.00
19	Miscellaneous Specialties	LS	\$72,365.00
20	Signage	LS	\$4,000.00
21	Site Improvements	LS	\$1,200.00
22	Testing & Inspection	LS	\$2,800.00
23	Total: \$916,702.00		

Approved as to legal form:

City Attorney
City of Yuba City

CITY OF YUBA CITY

Diana Langley
City Manager

Date

CONTRACTOR

Company Name

By and Title (signature)

Date

By and Title (printed)

Address

Telephone Number

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FIRE STATION NO. 2 DORM ROOM ADDITION PROJECT SPECIAL INSPECTION

This Agreement is made and entered into as of _____, 2024, by and between the City of Yuba City, a municipal corporation ("City") and MatriScope Engineering Laboratories, Inc., ("Consultant").

RECITALS

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

AGREEMENT

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

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

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed **Twenty-Two Thousand, Two-Hundred Sixty-Four Dollars (\$22,264.00)** without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after

approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

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

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to

Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

9. Consultant's Books and Records:

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

10. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an

independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

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

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

11. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of

Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.

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

If to City	Benjamin Moody Public Works & Development Services Director City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993 (530) 822-4626
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If to Consultant:	Nicholas Nguy MatriScope Engineering Laboratories, Inc. 601 Bercut Drive Sacramento, CA 95811
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18. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
19. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

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

parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

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

CITY OF YUBA CITY:

CONSULTANT:

By:_____

By:_____

Benjamin Moody
Public Works & Development Services Director

Ahmed Hamdy
FilmTec Corporation

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

Exhibit A
Scope of Services

April 22, 2024

Proposal No.: P042324AH

Nick Menezes, PE
City of Yuba City | Public Works Department
1201 Civic Center Blvd.
Yuba City, CA 95993

Email: nmenezes@yubacity.net
Phone No.: (530) 822-4640

**Subject: Proposal to Provide Special Inspection and Testing Services
City of Yuba City, DPW Contract No. 23-05
Fire Station No. 2 Dorm Room Addition Project
1641 Gray Avenue, Yuba City, CA**

Dear Nick,

Thank you for the opportunity to submit this proposal for Special Inspections and Materials Testing Services for the Fire Station No. 2 Dorm Room Addition Project. Enclosed please find a breakdown of our proposal for your review and comment.

This proposal provides a summary of:

- Project Understanding
- Scope of Services Included & Excluded
- Estimated Cost

MatriScope is a certified **Small Business Enterprise** (SBE Certification No. 14741). Our mission is to provide our clients with an unparalleled experience by providing excellence in customer service and quality assurance. MatriScope's proposed senior staff will be personally committed to ensuring that our services are provided in a professional and timely manner. In addition, our engineering staff can provide engineering and technical assistance should the need arise. We are confident that our capabilities will provide the qualified and motivated team necessary for the successful completion of the project.

PROJECT UNDERSTANDING

Based on our review of the project documents provided (and as re-captured here) it is our understanding the Fire Station No. 2 Dorm Room Addition project will consist of a 1,300 SF Dorm Room addition to the existing fire station to include:

- Construction of three (3) dorm rooms, a laundry room, two (2) bathrooms and a storage room, with all related site work, utilities, and finishes.
- Contract time for completion of the Project is 180 (one hundred eighty) calendar days.
- It is our understanding this project falls under the CA-Prevailing Wage Requirements.

Summary of Building Construction

1. Earthwork/Civil Improvements
 - a. Demo work as per C1-0,
 - b. Grading per C2-1
 - c. Concrete Flatwork as per C2-2 & C5-1,
 - i. Special inspection is required for all concrete & rebar as per C2-2,
 - d. Underground utilities as C1-1 & C5-1.2,
 - e. Soils compaction under new footings, SOG, PCC areas, backfilling, etc.

2. Cast in Place Concrete
 - a. Footings: Spread/Contin. as per S1-1, Est. < 40 CY of concrete to be placed.
 - b. Slab on Grade: on average 4" thick as per S1-1. Est. < 20 CY
 - c. Footings maybe cast monolithically with SOG.
3. Wood Framing
 - a. Shear walls, sheathing, nailing, fasteners, etc. as per plans,
 - b. Roof framing nailing as per S6-1,

SCOPE OF SERVICES

Based on our review of the available project documents (as noted below) we have identified the following assumed materials testing and construction inspection services that we have included and excluded from this proposal.

Scope of Work Inclusions (As Applicable)

1. Geotechnical Materials Testing and Inspections related to:
 - a. Grading/Compaction testing of foundation footings/SOG/utility/backfilling, etc.
 - b. Review project geotechnical reports
 - c. Soil acceptance/classification (PI, LL, Proctor curves, Sieve analysis, etc.)
 - d. Nuclear gauge field density testing
2. Cast in Place Concrete:
 - a. Periodic: Placement of reinforcing steel/anchors – bar size, grade, spacing, clean, clearance, properly tied
 - b. Cast in place concrete – laboratory and field: concrete sampling, slump, cylinders and placement inspections, compressive strength testing, etc.
 - c. Inspect bolts/anchors to be installed in concrete prior to & during placement
 - d. Verify use of required design mix
 - e. Continuous: inspection of concrete placement
 - f. Periodic: inspection for maintenance of specified curing temperature and technique
 - g. Periodic: inspect formwork for shape, location and dimensions of the concrete member being formed
 - h. Batch plant inspections are not required
3. Installation inspections/load tests of post installed anchors/dowels – epoxy and/or expansion
 - a. Observations Procedures:
 - Identify the substrate as standard concrete, lightweight concrete, CMU, or brick
 - Report the design strength of the concrete and age if known
 - Report the orientation of the hole
 - Check depth, diameter, and cleanliness of holes
 - Check holes spacing for compliance to specifications
 - b. If Expansion Anchors:
 - Anchor for size (diameter) and length
 - Verify correct load was applied to expansion anchors during installation process,
 - c. If Epoxy Anchors/Dowels:
 - Using correct epoxy for approved use and check expiration date
 - Verify epoxy is being installed properly
 - Check holes after placement of inserts to verify fullness of epoxy contact
 - Record ambient temperature and note if outside of specified range
 - Verify if load testing will be needed once epoxy has properly cured
4. Wood Construction:
 - a. Periodic inspections where nailing/fasteners are 4 inches or less
 - b. Verify material grades, nail type and size
 - c. Inspect nail spacing, penetration, edge distance, and verify nail size
 - d. Proper plywood thickness and grade

- e. Installation of blocking, when blocked edges are required
 - f. Receiving members for spacing, size, and resistance to splitting
 - g. Proper plywood layout per project requirements
 - h. "shiners" (nails penetrating structural panel sheathing only)
 - i. Verify that critical members have received the nail specified
 - j. We have assumed that any prefabricated wood items will be fabricated at an approved fabricator and will not need any 3rd party inspections at the fabrication shop.
5. Other – management oversight, administrative and technical support – Prepare engineers reports, mix design/welding (WPS) review, final reports, etc.

Scope of Work Exclusions

1. Geotechnical Design Recommendations (by **Geotechnical Engineer of Record**)
2. Structural observations (by **Structural Engineer of Record**)
3. Structural steel, welding - field and shop*
4. Floor Flatness/Levelness Testing (FF/FL) *
5. Waterproofing installation inspections/tests (by **Others**)
6. Concrete vapor/moisture emission tests*
7. Masonry Construction*
8. Any other inspections and/or testing not specifically addressed above*

*These services can be provided by MatriScope if requested.

If the scope of work outlined is not accurate or has changed, please inform us immediately and we will revise our estimate for materials testing and special inspection for this project.

ESTIMATED COST

The below noted estimate is based on our review of the available project plans noted as Estrada Engineering (A, C & S-plans) dated 12/23/22, the applicable building codes and our experience on similar project types.

TASK	ESTIMATED FEES FOR MATERIALS TESTING AND INSPECTION SERVICES	ESTIMATED FEES
1.	Earthwork/Civil Improvements	\$7,430
2.	Reinforcing Steel/Concrete	\$9,770
3.	Structural Wood	\$2,160
4.	Project Administration	\$2,904
	TOTAL ESTIMATED FEES	\$22,264

A detailed breakdown of our estimated fees is attached.

ESTIMATE OF FEES & CONDITIONS

Our proposed estimate of fees for construction materials testing and special inspection services associated with the Fire Station No. 2 Dorm Room Addition Project, based on the scope of services as described above, is **\$22,264.00**.

Please note this is a time and materials estimate, not a lump sum estimate. Our services will be billed on a time and materials basis at our discounted CA-Prevailing Wage Rates.

Please recognize that the estimate of the total cost for the scope of services described herein is provided in good faith but is intended as an estimate only. There are many variables that may affect the performance of professional services (including, without limitation, schedule adjustments and conditions in the field, coordination with other trades, field change orders, contractor staffing, weather, materials availability and the like). Construction practices and schedules can vary widely and may impact our estimate.

If additional services beyond those specifically included in our scope of services presented are required, such as project meetings, additional observation and testing, re-inspection, or additional laboratory tests, our fees for those services will be billed on a time and materials basis at the rates established for the project and/or our current Schedule of Fees and Services (attached).

Whenever possible we will try to combine inspection and testing services to reduce the cost to the project. We will provide services on an as-called basis and will require 24-hour advance notice for scheduling observation and testing visits. Special inspection and construction materials testing services are billed portal to portal from our Sacramento office on a time and materials basis.

MatriScope has a minimum billing increment for our field technicians. Field technicians' charges are billed at two-hour minimum show-up/cancellation and four-hour increments. Overtime (work over 8 hours and Saturdays) or premium time (Sundays and Holidays) are billed at 1.5x and 2.0x, respectively, of our stated hourly rates. All inspectors and/or materials testing will be provided upon 24 hours prior notice of the time and date of the requested service. Same day request for service will be billed at 1.5x hourly rate. We will provide an itemized listing of all tests and inspections performed. All billing services performed in the field will be charged on an hourly basis. All payments are net-30 days from the date of invoice and are considered past due thereafter. A finance charge of one and a half percent per month service charge (eighteen percent per annum) may be assessed on past due accounts.

An administration fee of fifteen percent will be added to all invoices. Equipment, trip, parking and toll charges are additional when applicable. The rates quoted are valid through July 1st, 2024, and are subject to an annual minimum cost-of-living increase of 5.0 percent for services after that date. Please recognize that the estimate of the total cost for the scope of services described herein is provided in good faith but is intended as an estimate only. There are many variables that may affect the performance of professional services (including, without limitation, schedule adjustments and conditions in the field, coordination with other trades, field change orders, contractor staffing, weather, materials availability and the like). Construction practices and schedules can vary widely and may impact our estimates.

INSURANCE

MatriScope Engineering Laboratories, Inc. will provide a certificate of insurance providing our standard coverage, which consists of:

Commercial General Liability (CGL)	\$1,000,000 each occurrence
Bodily Injury & Property Damage	\$2,000,000 aggregate
Workers Compensation	\$1,000,000

CLOSURE

We appreciate the opportunity to present this proposal and look forward to working with you on this project. If you should have any questions or require additional information, please contact our office at (916) 375-6700.

Respectfully Submitted,

MatriScope Engineering Laboratories, Inc.


Dan Inferrera
Operations Manager


Ahmed Hamdy
VP of Business Management &
Project Management

April 22, 2024

Div. 31/32	Earthwork/Civil Improvements:	Estimated Units	Rate	Amount
Compaction Testing & Observation				
	Compaction Testing: Grading/soils/base/sub-base/AB/PCC areas. Continuous inspection during backfilling/trenches & etc.	32 \hours	\$ 115.00	\$ 3,680.00
	Trip Charges	4 \trips	\$ 65.00	\$ 260.00
Laboratory & Engineering Services:				
	Soils Compaction Curve (ASTM D-1557)	2 \each	\$ 365.00	\$ 730.00
	Soil Classification (Plasticity Index / Liquid Limit)	1 \each	\$ 295.00	\$ 295.00
	Soil Classification (Expansion Index Test)	1 \each	\$ 390.00	\$ 390.00
	Sieve Analysis, Coarse and Fine Including Wash	1 \each	\$ 225.00	\$ 225.00
	Concrete Compression Test (3 Sets of 5) 4x8 cylinders	15 \each	\$ 25.00	\$ 375.00
	Concrete Cylinder Molds	15 \each	\$ 5.00	\$ 75.00
	Nuclear Gauge Equipment	32 \hours	\$ 20.00	\$ 640.00
	Professional Engineers Bi-weekly Review & Issue Report	4 \hours	\$ 190.00	\$ 760.00
Subtotal:				\$ 7,430.00
Div. 3	Reinforcing Steel/Concrete	Estimated Units	Rate	Amount
Reinforcing Steel, & Anchor Placement:				
	Concrete Foundations: Cont./Spread Footings	8 \hours	\$ 115.00	\$ 920.00
	Slab on Grade	8 \hours	\$ 115.00	\$ 920.00
	Miscellaneous concrete items:	8 \hours	\$ 115.00	\$ 920.00
	Installation Inspections/Load Testing: Post Installed Anchors & Dowels	8 \hours	\$ 115.00	\$ 920.00
Concrete Placement Inspection:				
	Concrete Foundations: Cont./Spread Footings	8 \hours	\$ 115.00	\$ 920.00
	Slab on Grade	8 \hours	\$ 115.00	\$ 920.00
	Miscellaneous concrete items:	8 \hours	\$ 115.00	\$ 920.00
	Sample Transportation To Laboratory	16 \hours	\$ 75.00	\$ 1,200.00
	Trip Charges	10 \trips	\$ 65.00	\$ 650.00
Laboratory & Engineering Services:				
	Pro Engineer: Review/Mix Design & Reports	4 \hours	\$ 190.00	\$ 760.00
	Load Testing Equipment	8 \hours	\$ 15.00	\$ 120.00
	Concrete Compression Test (4 Sets of 5) 4x8 cylinders	20 \each	\$ 25.00	\$ 500.00
	Concrete Cylinder Molds	20 \each	\$ 5.00	\$ 100.00
Subtotal:				\$ 9,770.00
Div. 6	Structural Wood Framing	Estimated Units	Rate	Amount
Field Inspections				
	Sheathing/Nailing/Fasteners & etc.	16 \hours	\$ 115.00	\$ 1,840.00
	Trip Charges	2 \trips	\$ 65.00	\$ 130.00
	Engineer: Review/Report	1 \hours	\$ 190.00	\$ 190.00
Subtotal:				\$ 2,160.00
Project Administration :				\$ 2,904.00
Professional Services Estimated Total:				\$ 22,264.00

April 22, 2024

Project Staff Load & Cost Summary		Hours	Cost
Earthwork/Civil Improvements:		32	\$ 7,430.00
Cast-In-Place Concrete:		72	\$ 9,770.00
Wood Framing:		16	\$ 2,160.00
Administration:		-	\$ 2,904.00
Special Inspection Staff Loaded Schedule:		120	\$ 22,264.00

ENGINEERING & PROJECT MANAGEMENT		Units	Rate
Senior Staff Professional/Geo-Engineer	Hour	\$ 190.00	
Project Manager	Hour	\$ 175.00	
Field Supervisor	Hour	\$ 145.00	
Weekly Summary Reports	Hour	\$ 190.00	

Additional Comments:

1. The unit rates for laboratory testing include all required laboratory technician costs, sample storage and disposal charges.
2. Regular work day is from 7:00 am to 4:00 pm, Monday - Friday. Inspector rates are based on a two-hour minimum show-up/cancellation and four-hour increments.
3. This estimate was based upon review of the available project documents consisting of the project plans noted as Estrada Engineering (A, C & S-plans) dated 12/23/22, the applicable building codes and our experience on similar project types.
4. Services will be performed on a time and material basis in accordance with this estimate and our current schedule of fees and services, including the basis of charges and general conditions contained therein. A project administration fee of fifteen percent will be added to all invoices. Equipment charges are additional. Services are portal to portal.
5. Our discounted Labor rates are based upon CA-prevailing wage requirements

2023-2024 SCHEDULE OF FEES AND SERVICES

PROFESSIONAL SERVICES

1020	Senior Staff Professional	225.00/hour
1030	Geotechnical Engineer, Sr. Project Manager.....	225.00/hour
1025	Project Engineer	195.00/hour
1205	Resident Engineer	185.00/hour
1040	Project Manager	195.00/hour
1130	Quality Control Manager.....	185.00/hour
1815	Senior Building Inspector, Field / Lab Supervisor .	155.00/hour
1170	Laboratory Technician, Draftsman / CAD	145.00/hour
1190	Technical Assistant, Administrative	95.00/hour

INSPECTION AND TESTING SERVICES

Soils / Asphalt Concrete:

2140	Soil Compaction w/Nuclear Gauge, Sand Cone ...	\$95.00/hour
2100	Soils Grading Observation & Sampling.....	95.00/hour
2580	AC Compaction Testing & Observation	95.00/hour
2111	AC Placement Obs. & Sampling w/o compaction...	95.00/hour
2600	AC Batch Plant Inspection / Sampling.....	95.00/hour
2110	Material Sampling / Transportation.....	95.00/hour
2375	Pile / Pier Ground Improvement Observation	175.00/hour

Portland Cement Concrete / Shotcrete / Gunite:

3300	Cast In Place Concrete Inspection & Testing.....	\$95.00/hour
3305	ACI Sampling and Testing.....	95.00/hour
3700	Concrete Batch Plant Inspection	95.00/hour
3460	HS Grout Inspection & Testing	95.00/hour
3400	Pre-Cast Concrete Plant Inspection	95.00/hour
3350	Shotcrete / Gunite Inspection	95.00/hour
3350	DSA Shotcrete / Gunite Placement Inspection	175.00/hour

Reinforcing Steel / PT Strand:

3200	Post Tension / Concrete Reinforcing Inspection...	\$95.00/hour
3860	Rebar Sampling / Tagging.....	95.00/hour
3500	Post-Tensioned Stressing Observation.....	95.00/hour

Masonry:

4200	Masonry Inspection.....	95.00/hour
4530	Masonry Brick / Veneer Inspection.....	95.00/hour
4400	Masonry Rebar / Grout Inspection & Testing	95.00/hour
4860	Sampling / Tagging Masonry Units	95.00/hour
4205	DSA Continuous Masonry Inspection	\$175.00/hour

FIELD TESTING EQUIPMENT RATES

1010	Anchor Pull Jack, Torque Wrench.....	\$20.00/hour
1100	Nuclear Gauge or Sand Cone	20.00/hour
1025	Skidmore Wilhelm H.S. Bolt Calibrator.....	35.00/hour
1060	UT / MT / PT Gauge	20.00/hour
1140	Floor Flatness	65.00/hour
1035	Paint Coating Gauge / Moisture Meter	20.00/hour
1200	GPR / X-Ray (Cesium 192)	75.00/hour

Structural Steel:

5030	Shop Welding Inspection, Material Identification ...	\$95.00/hour
5070	Shop Non-Destructive Testing MT, UT & PT	105.00/hour
5530	Field Welding Inspection	95.00/hour
5500	High Strength Bolting Inspection	95.00/hour
5570	Field Non-Destructive Testing MT, UT & PT	105.00/hour
5860	Sampling & Tagging H.S. Bolts, Metals	95.00/hour
1125	Certified AWS Certified Welding Inspector	105.00/hour
1145	NDT Level III Supervisor	185.00/hour
5204	WPS & Qualifications Review	195.00/hour
5580	Radiography Testing	465.00/hour

Spray-Applied Fire Resistive Materials (SFRM) Fireproofing:

7250	Fireproofing Inspection	\$95.00/hour
7850	Fireproofing Cohesion / Adhesion Testing	95.00/hour
7875	Firestopping Inspection	185.00/hour

Roof / Wood / Waterproofing Division:

7320	Roofing Inspection.....	\$185.00/hour
6100	Wood Frame, Nailing Inspection	185.00/hour
6220	Glue Laminated Beam's.....	275.00/hour
7100	Waterproofing Inspection	185.00/hour

Specialty Testing Division:

3480	Anchor Load / Torque Testing.....	\$95.00/hour
3470	Epoxy & Expansion Anchor / Dowel Inspection.....	95.00/hour
3840	Pachometer Evaluation	185.00/hour
3835	Schmidt Hammer Testing.....	185.00/hour
1145	Ground Penetrating Radar Survey (GPR)	285.00/hour
3830	Floor Flatness Evaluation (Ff / FI)	275.00/hour
3710	Concrete Floor Vapor Emission Testing	185.00/hour
3475	Fiber Reinforced Polymer Inspection (FRP)	195.00/hour
9703	Coatings Inspection	195.00/hour
1115	Coring Technician, One Man.....	305.00/hour
1145	Senior Specialty Technician	225.00/hour

Sample Pick-Up and Equipment Transport:

0209	Sample & Equipment Pick-Up / Delivery.....	\$85.00/hour
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Transportation of samples when scheduled outside of normal business hours will incur premium rates. *Note: Above rates shall be defined as "Basic Rates"; these rates do not include any applicable premium rates as presented in the Basis of Charges.*

BASIS OF CHARGES

Minimums and Premium Charges:

MatriScope's field inspection and testing services have minimum charges and premium time rates, including the following:

<u>Minimums & Increments:</u>	<u>Hours</u>
Show-Up Cancellation Time*	2
Work Performed 0-4 hours	4
Work Performed 4-8 hours	8
Work Performed + 8 hours	2
When required to work thru lunch	0.5 Hr @ 2X Basic Rate

* Show-up time for scheduled work with no work performed and notice of cancellation of less than 4 hours (notice must be provided by telephone to our dispatcher during normal business hours of 7 AM to 3 PM). Premium time rates will apply for work performed outside of normal business hours.

Premium Charges Added to Hourly Rates*:

Shift Differential**	Basic Rate + 20%
Over 8 hours on Weekdays	1.5 x Basic Rate
First 8 hours on Saturday	1.5 x Basic Rate
Over 12 hours on Weekdays	2 x Basic Rate
Over 8 hours on Saturday	2 x Basic Rate
Sunday and Holidays	2 x Basic Rate

* Shall also apply to Professional Services Staff

** A Shift schedule starts after 2:00 PM or before 4:00 AM and requires 5 consecutive days of service during our normal work week. Less than 5 days of consecutive shift work will result in additional charges including OT and DT due to rescheduling staff around our normal workday schedule.

Travel Time:

Services, including mileage and travel time, are charged portal to portal from point of dispatch and are included in minimums and increments. Travel time will be invoiced in accordance with the associated service rate and when applicable include any premium charges associated with performing the work. Where specialty equipment is required, such as a nuclear density gauge which must be stored at our State licensed facility, or proof-load test equipment, the technician's reporting location is the laboratory.

Trip Charges:

1030 Trip Charge (0-25/miles of MatriScope office)	\$65.00/Trip
1030 Trip Charge (26-50/miles of MatriScope office)	85.00/Trip

Reimbursable Expenses:

1010 Mileage	\$0.85/Mile
1020 Per Diem (or Cost + 20% whichever is greater)	155.00/Day
1055 Equip. Rental / Cure Box / Notary / Expenses	Cost + 20%
1055 Outside / Subcontracted Services	Cost + 20%
1025 Parking / Tolls	Cost + 20%

Final Reports & Affidavits* (Special Inspection Projects Only):

1580 Engineer's Final Report Letter	\$475.00/Permit #
1580 DSA/OSHPD Verified Report	750.00/Permit #

* Outstanding issues of inspection, testing, and payments must be resolved to MatriScope's satisfaction prior to release of the final report/affidavit.

Expedited Services (Rush Charge):

Where laboratory tests are to be performed on an immediate need basis (tests to be initiated out of order received and regardless of status of other previously received samples) the expediting fee is 100% of the associated unit rate. Same day request for engineering, technical or field inspection service and accelerated final report processing shall be billed an expediting fee of 50% of the associated unit rate.

Project Coordination, Engineering, and Management:

1. A minimum of one-half hour per \$5,000.00 in invoiced services per week will be charged for Staff Professional to review daily field reports, prepare and update non-conformance/exception tracking records, and preparation of a weekly summary report, smart tablets, and cloud-based report access.
2. Staff Professional / Project Manager performing review of contractor submittals, laboratory test results, and other professional services are billed two-hour minimum/increment.
3. Special Handling Fee will be added to all invoices for Client required customization to standard processes such as billing, certified payroll, pay applications, special dispatch requests, etc. 3%
4. Project Administration Fee will be added to all invoices to cover project administration costs related to office project coordination, standard dispatch, report processing, typing, postage, and on-line access to all reports. 15%

Invoices will be submitted on a bi-weekly basis and are due upon receipt. Unpaid invoices aging beyond 30 days of the invoice date are subject to late charges equal to 1.5 % per month until paid. All services are billed on a time and material basis in accordance with this schedule of fees and/or, if provided, a project specific fee proposal. It is the client's responsibility to notify MatriScope in writing prior to the start of work affected by Prevailing Wage requirements that may be imposed on the project. Failure to properly notify MatriScope will result in customer being responsible for all fees, penalties, or other costs associated with meeting these requirements. In addition, all affected rates will be increased 30 percent to account for additional costs to comply with prevailing wage requirements not identified in advance of submitting this schedule of fees and/or our project specific fee proposal.

Coordinated Inspections: If MatriScope or its agents will be performing in-shop inspections of fabrication or assembly, Client understands that MatriScope may perform coordinated inspections and bill accordingly. The industry standard requires that continuous inspection mandates a continuous presence in the facility for assembly or fabrication.

Anticipated Costs: Client recognizes and agrees that any "anticipated costs", "budget estimates", or the like that may be prepared by MatriScope are NOT "guaranteed maximums", "lump sums", or "not-to-exceed" totals. Client will be invoiced for all work performed.

Subcontractors: As required to accommodate the construction schedule, MatriScope may use contract special inspectors to augment our staff. Services performed by contract providers will be billed as MatriScope employees. Subcontractor rates exceeding our quoted rates will be billed as outside services at cost plus 20%.

Our Fee Schedule and project specific rates are valid through June 30 of each year and are subject to a minimum increase of 5.0% on July 1. For services performed after June 30 fees for any on-going projects will be subject to this increase as a result of wage increases and cost of living adjustments.

LABORATORY TESTING

SOILS AND AGGREGATE TESTS

Compaction Curves - Moisture / Density Relationship:

Standard Proctor ASTM D698 / AASHTO T99	
4" mold.....	\$385.00 each
6" mold.....	435.00 each
Checkpoint for identification of material.....	245.00 each

Modified Proctor ASTM D1557 / AASHTO T180	
4" mold.....	385.00 each
6" mold.....	435.00 each
Checkpoint for identification of material.....	245.00 each

Rock Correction of Moisture/Density Curve ASTM D4718	
.....	255.00 each

California Impact Wet/Dry Method CTM 216	
.....	520.00 each

Basic Soil and Aggregate Properties:

Acid Solubility	
.....	\$345.00 each

Aggregate Angularity AASHTO T304	
Fine Aggregate	345.00 each

Clay lumps and Friable Particles ASTM C142	
.....	285.00 each

Cleanliness Value CTM 227	
1" x #4 (or finer)	345.00 each
1-1/2" x 3/4"	545.00 each
2-1/2" x 1-1/2"	950.00 each
Pit Run	495.00 each

Crushed Particles (percent) CTM 205	
.....	285.00 each

Durability Index CTM 229	
Course Fraction.....	385.00 each
Fine Fraction.....	385.00 each

Flat and Elongated Particles ASTM D4791	
.....	325.00 each

Los Angeles (LA) Abrasion and Impact ASTM C131/CTM 211	
500 revolutions	445.00 each
100 & 500 revolutions	565.00 each

Los Angeles (LA) Abrasion and Impact ASTM C535	
(for large size coarse aggregate) 1000 revolutions	695.00 each

Mohs Hardness	
.....	445.00 each

Organic Impurities in Fine Aggregates ASTM C40 / CTM 213	
.....	285.00 each

Relative Mortar Strength of Portland Cement Concrete Sand CTM 515	
.....	975.00 each

Sand Equivalent ASTM D2419/CTM 217	
.....	365.00 each

Soundness of Aggregates ASTM C88/CTM 214	
5 Cycles (billed per fraction)	325.00 each

Specific Gravity & Absorption	
Fine Aggregate ASTM C128/CTM 207	285.00 each
Course Aggregate ASTM C127/CTM 206.....	295.00 each

Unit Weight (Bulk Density) and Voids in Aggregate ASTM C29/CTM 212	
Unit weight (average of 3 tests)	275.00 each

Voids in Mineral Aggregate CTM LP-2	
Calculated.....	285.00 each

Classification and Index Testing:

Atterberg Limits (Plasticity Index) ASTM D4318	
Dry Prep Method B.....	\$385.00 each
Wet Prep Method A.....	435.00 each

Classification of Soils (Unified Soil Classification System ASTM D2487	
Visual Classification	155.00 each
Stiffness by Torvane/Pocket Penetrometer	185.00 each

Moisture Content ASTM D2216	
Individual test.....	110.00 each

Moisture and Density ASTM D7263b	
Sample Diameter to 3"	185.00 each
Sample to 6" Diameter	225.00 each

Organic Content of Peat and Other Organic Soil ASTM D2974	
.....	265.00 each

Particle Size Analysis ASTM C136/CTM 202	
Coarse aggregate (#4 to 1-1/2" maximum)	365.00 each
Coarse aggregate (#4 to 3").....	365.00 each
Total sieve coarse and fine (to 1-1/2" maximum)	475.00 each
Fine aggregate (#4 to #200 w/wash)	285.00 each
Sieve analysis pit run with #200 wash	495.00 each
#200 Wash on Aggregate ASTM C117	325.00 each
#200 Wash on Soil ASTM D1140.....	325.00 each

Particle Size Analysis ASTM D422	
Sieve (from 1/2" to #200)	225.00 each
Sieve (from 1-1/2" to #200)	325.00 each
Sieve (from 3" to #200).....	295.00 each
Hydrometer test w/ sieve D422/ CTM 203	425.00 each

pH of Soil CTM 643/AASHTO T-228	
.....	215.00 each

Pinhole Test (Classification of Dispersive Clay) ASTM D4647
 675.00 each

Porosity (Total)
 Includes ASTM D7263 & ASTM D854 285.00 each

Specific Gravity of Soils
 by hydrometer ASTM D854/CTM 203 275.00 each
 (-#4) by pycnometer ASTM D854/CTM 209 265.00 each

GEOTECHNICAL ANALYTICAL TESTING

Consolidation Properties:

Consolidation (1 cycle, 1 time rate) ASTM D2435 \$595.00 each
 For each additional Time-Rate curve 295.00 each
 Unload-Reload loop (per point) 135.00 each
 Trim to test from 3" sample 110.00 each

Expansion & Collapse Testing:

Expansion Index UBC / ASTM D4829 \$575.00 each
 One-Dimensional Swell or Collapse ASTM D4546
 Method A (4-point curve) 1,195.00 each
 Method B 440.00 each
 Method C 460.00 each
 Collapse potential ASTM D5333 325.00 each
 Shrink-Swell ASTM D3877 265.00 each
 Expansion pressure free swell ASTM D3877 215.00 each

Soil Strength Testing:

Resistance "R" Value ASTM D2844/CTM 301
 Untreated material \$595.00 each
 Cement, lime, or other additives field sample 655.00 each
 Cement, lime, or other additives laboratory mixed 675.00 each

Direct Shear Tests, per point (2.5" diameter)
 Unconsolidated-Undrained UU 365.00 each
 Consolidated-Undrained CU 425.00 each
 Consolidated-Drained CD (sandy soil) ASTM D3080 385.00 each
 Consolidated-Drained CD (single point) 225.00 each

Unconfined Compressive Strength
 Cohesive soil ASTM D2166 210.00 each
 Soil-Cement cyl. (mixed in the lab) ASTM D1633 295.00 each
 Soil-Cement cyl. (field mixed) ASTM D1633 285.00 each
 CTB (mixed in the lab) ASTM D1633 295.00 each
 CTB (field mixed) ASTM D1633 285.00 each

Cement Treated Base (CTB) Mix Design:

Moisture-Density Relations of Soil-Cement Mixture
 (each cement content) ASTM D558 \$495.00 each
 Particle Size Analysis ASTM C136 465.00 each

Wetting & Drying Soil-Cement Mixtures ASTM D559 1,150.00 each
 Freeze & Thaw Soil-Cement Mixtures ASTM D560 1,550.00 each
 CTB Comp. Strength (each cement %) ASTM D1633 295.00 each
 Cement Treated Base Mix Design Report 850.00 each

Lime Treated Soil Mix Design:

Soil-Lime Proportion ASTM D6276 \$850.00 each
 Lime Treated Soil at 1 moisture Content CTM 373 965.00 each

Additional Costs:

Preparation for 3" diameter specimen \$115.00 each
 Remold test specimen 125.00 each
 For multi-stage, each additional stress level 115.00 each
 For each re-shear cycle 125.00 each
 Photos 65.00 each
 Foreign Soil Sterilization and Disposal 195.00 each
 Sample Storage QOR
 Shipping of samples, liners or containers Cost +20%
 Special handling of contaminated samples QOR
 Quote On Request (QOR)

ASPHALTIC CONCRETE

CTM 304/366/305
 Stabilometer value of lab mixed sample \$765.00/point
 Stabilometer value of premixed sample 695.00 each
 Swell test of bituminous mixture 385.00 each

CTM 304/307
 Moisture vapor susceptibility including
 stabilometer (2 specimens) 395.00 each

CTM 382/D6307
 Bitumen content of paving mixture by ignition oven
 (subject to environmental disposal surcharge) 465.00 each
 Correction Factor 265.00 each

ASTM D5444/CTM 202
 Gradation of extracted sample including #200 washes 455.00 each
 ASTM D1559
 Marshall test, premixed sample 3 specimen 510.00 each
 Marshall test, lab mixed 3 specimens 595.00 each
 Mix Design: Marshall Method - no aggregate 3,600.00 each
 Mix Design: Marshall Method - with aggregate 4,200.00 each
 Mix Design: Hveem method - no aggregate 3,400.00 each
 Mix Design: Hveem method - with aggregate 3,900.00 each
 Marshall RAP Mix Design w/ Agg. Tests, AI MS-2 5,000.00 each
 Caltrans RAP Mix Design w/ Agg. Tests, CTM 367 4,600.00 each

CTM 308/ASTM D2726
 Specific gravity of compacted sample 295.00 each

CTM 308A/ASTM D1188
 Specific gravity of AC - paraffin coated 295.00 each

CTM 304/375
 Test maximum density (TMD), set of 5 specimens 565.00 each

ASTM D2041
 Rice Gravity 295.00 each

ASTM D1075
 Index of retained strength, pre-mix 700.00 each

Index of retained strength, lab mix	980.00 each
Index Retained Stability - pre mix	700.00 each
Index Retained Stability - lab mix	850.00 each

ASTM D4867/AASHTO

Tensile strength ratio, pre-mix	1,450.00 each
Tensile strength ratio, lab mix	1,750.00 each

CTM 303

CKE Coarse	295.00 each
CKE Fine	295.00 each
Filmstripping, CTM 302245.00	395.00 each

ATPB mix (grade, remix @ 2/2.5/3%)	485.00 each
Open graded mix evaluation (grade, recombine, mix @ 3 oil %'s, filmstripping), CTM 368	545.00 each

CTM 370

Moisture content of AC by microwave oven	165.00 each
Calculate Voids Filled with Asphalt, CTM LP-3	145.00 each
Calculate Dust Proportion, CTM LP-4	145.00 each
Calculate Air Voids of HMA, CTM 367	165.00 each

CONSTRUCTION MATERIALS TESTING
Concrete / Shotcrete Testing:
ASTM C39/C567

Compression tests, 6" x 12" and 4" x 8" molded cyls.	\$55.00 each
Unit weight on concrete cylinder	165.00 each
Cylinder Molds (Concrete / Grout / Mortar)	10.00 each
Compression Test Samples Cast by Others	90.00 each

ASTM C495

Lightweight insulating concrete (3" diameter x 6" cylinder) Compression tests	85.00 each
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ASTM C469

Static Young's modulus of elasticity in compression of 6" diameter x 12" cylindrical specimen	725.00 each
Splitting tensile test, 6" diameter x 12" cylinder	225.00 each

ASTM C512

Creep of Concrete in compression (by project quote) ...	\$1,900.00/min
Equilibrium Density ASTM C567	245.00 each

ASTM C42/C39

Compression test concrete cores	165.00 each
Shotcrete core compressive strength	165.00 each

ASTM C78/C293

Flexural strength of concrete, 6" x 6" x 24" specimen	245.00 each
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ASTM C157 (MODIFIED)

Volume change of concrete, per set of 3 (drying shrinkage test), up to 28 days drying (excludes trial batch)	865.00 each
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ASTM C109

Compression Tests, 2" cube specimen	75.00 each
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ASTM C192

Laboratory Trial Batch (by project quote)	4,500.00/min
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Masonry Testing:
ASTM C140

Gross Area Compression	\$195.00 each
Net Area Compression	235.00 each
Absorption and moisture content (*)	265.00 each
Linear shrinkage (rapid method) (*)	685.00 each

ASTM C426

Linear shrinkage (ASTM C426) (*)	725.00 each
Unit Weight (*)	265.00 each
Dimensional measurement/Equivalent web thickness (*)	265.00 each

UBC Standard

2" x 4" mortar cylinder	75.00 each
Grout sample	75.00 each
Composite prism	285.00 each

ASTM C1006

Splitting tensile (*)	195.00 each
Compression Test of CMU Core (CBC Title 24)	225.00 each
Shear Test of CMU Core (both face) (CBC Title 24)	215.00 each

ASTM C531

Linear Shrinkage & Coefficient of Thermal Expansion	920.00 each
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Brick Tests:
ASTM C67

Compression test	\$185.00 each
Absorption test, saturation coefficient	195.00 each
Modulus of rupture	185.00 each

Clay Roofing Tile Testing:

UBC Standard 32-12 Breaking Load	\$265.00 each
Water Absorption by 24-hour Oven Drying (extra charge for cutting/preparation)	355.00 each

Built-Up Roofing Testing:

Basic weight analysis	\$965.00 each
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ASTM D2829

Ply separation and complete roof analysis	925.00 each
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Fireproofing Testing:

Density of sprayed-on fireproofing	\$225.00 each
Moisture Content of Sprayed-on Fireproofing	195.00 each

Structural Steel Plates and Shapes Testing:

(Sample preparation and machining not included)

Tensile Testing - yield, ultimate, elongation

To 1" material thickness, inclusive	\$185.00 each
Over 1" up to 1-1/2" thickness.....	245.00 each
Over 1-1/2" thickness	355.00 each
End-Welded "Nelson" Studs	185.00 each

Cold Bend Testing:

To 3/4" material thickness.....	195.00 each
Over 3/4" up to 1-1/4" thickness.....	235.00 each

Flattening Tests on Pipe:

To 10" diameter and 3/4" max. wall	195.00 each
Guided Side, Root or Face Bends and T-Break.....	185.00 each
Standard Welder Qualification Test	955.00 each
Macroetch Examination	295.00 each

Reinforcing Steel Testing:
Tensile Testing Full Section (yield/ultimate/elongation):

Bar Size through #8.....	\$195.00 each
#9 through #11	325.00 each
#14	465.00 each
#18	595.00 each
Coupled rebar through #11	325.00 each
Coupled rebar through #14	495.00 each
Coupled rebar through #18	595.00 each
Cold Bend Testing on Bar Size #11 and smaller.....	195.00 each
Cold Bend Testing on Bar Size #14.....	265.00 each

Post-Tension / Pre-Stressed, 7-Wire Strand Testing:
Seven-wire strands, ASTM A416, for 1/4" through 1/2" strands

Breaking strength only	\$665.00 each
Yield strength, breaking strength & elongation.....	795.00 each

Mechanical Testing of Metallurgical Items:

(sample preparation and machining not included)

Yield strength, tensile, elongation, R/A for 1/2" diameter or sub-size reduced-section specimen.....	\$325.00 each
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Hardness Testing (3 points/sample)

Rockwell / Brinell	195.00 each
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Charpy Impact Testing (minimum of 3 specimens):

Room Temperature	165.00 each
To minus 100 degrees Fahrenheit.....	185.00 each
To minus 150 degrees Fahrenheit.....	195.00 each

High Strength Bolting (Nuts, Bolts, and Washers) Testing:

(Sample preparation and machining not included)

ASTM A325, A490 AND A449

Bolts: to 1-1/8" diameter inclusive

Proof load	\$175.00 each
Ultimate Tensile.....	195.00 each
Hardness (Rockwell) (*) including sample preparation	165.00 each

Nuts: to 1-1/8" inclusive

Proof load	165.00 each
Hardness (Rockwell) (*) including sample preparation	185.00 each

Washers: all sizes

Hardness (Rockwell) (*) including sample preparation	185.00 each
Carburization Depth	210.00 each

ASTM F959

Load Indicator Washers (LIW), proof load	175.00 each
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SPECIALTY TESTING
ASTM A90

Weight of galvanized coating (subject to environmental disposal fee)	\$265.00 each
Other materials-aluminum, brass, bronze, fiberglass, etc	195.00 each

MISCELLANEOUS

Calibration of hydraulic ram system (single ram, one pressure gauge to 30 tons)	750.00 each
Calibration of hydraulic ram system (single ram, one pressure gauge to 100 tons).....	950.00 each
Fiber Reinforced Polymer Tensile / Elongation	1,650.00 each

GENERAL TERMS AND CONDITIONS

1. **Access.** Client is responsible for providing MatriScope access to the project or facility site as well as safe access to all inspection/testing locations (via suitable ladders, etc.).
2. **Scheduling and Cancellation.** All inspection services must be scheduled at least 48 hours in advance.
3. **Coordinated Inspections.** If MatriScope or its agents will be performing in-shop inspections of fabrication or assembly, MatriScope may perform coordinated inspections and bill accordingly. Where continuous inspections are mandated, a continuous presence in the assembly/fabrication facility is required.
4. **Final Affidavit.** The final inspection report (affidavit) will be issued on the 10th working day following the request for the affidavit by the client's project representative. However, any outstanding issues of inspection, testing, and accounting (payments) must be resolved to MatriScope's satisfaction prior to release of the affidavit. Outstanding issues may include, but are not limited to, approved resolution of Non-Conformance Reports and Requests for Information, 28-day concrete test results, and payment in full for services.
5. **Anticipated Costs.** Client recognizes and agrees that any "anticipated costs", "budget estimates", or the like that may be prepared by MatriScope are NOT "guaranteed maximums", "lump sums", or "not-to-exceed" totals. Client will compensate MatriScope for all services performed.
6. **Terms of Payment.** (a) Invoice(s) shall be submitted bi-weekly, payments are due within thirty (30) days from date of invoice without retention. Overdue payments are subject to a late payment charge of 1.5% of the invoice amount plus interest at 1.5% per month until all overdue amounts, late charges and interest are fully paid. No dispute shall excuse Client from timely payment of all invoice amounts except amounts specifically disputed by Client in good faith. (b) MatriScope reserves the right to suspend the services without notice if all invoices are not paid when due, and to terminate the services if all invoices are not fully paid within five (5) days after written notice to Client of MatriScope's intent to so terminate. Upon any such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against MatriScope, its subsidiaries, affiliates, servants and agents, for suspension or termination of services pursuant to this paragraph. (c) Should MatriScope refer a past due account to an attorney or collection agency or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs.
7. **Warranty.** MatriScope warrants that its services will be in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. Customer's sole remedy for breach of this warranty shall be for MatriScope to re-perform its services of non-conforming items, provided Client provides written notice to MatriScope within one (1) year after performance of the non-conforming services. This warranty and remedy is exclusive and is in lieu of any other warranty or representation, express or implied.
8. **Limitation of Liability.** To the fullest extent permitted by law, in no event, whether due to or based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error, omission or any other legal theory, shall MatriScope or its sub-consultants or their directors, officers, employees and agents be liable under or in connection with this Agreement or the performance or non-performance of the services (a) for any special, indirect, consequential, incidental or punitive damages, or for loss of use, loss of revenue or profit (actual or anticipated), increased cost of construction, claims of customers of Client, or any liquidated damages incurred by Client, or (b) in an aggregate amount in excess of the greater of \$10,000 or 25% of the total amount actually paid to MatriScope pursuant to this Agreement.
9. **Governing Law and Venue.** All contract issues and matters of law will be adjudicated in accordance with the laws of the State of California (excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction). Venue for any litigation shall be any state court or United States District Court situated in the State of California and having jurisdiction over the parties and subject matter.
10. **Force Majeure.** Any delay or failure of MatriScope in the performance of its obligations under this Agreement shall be excused to the extent caused by event(s) that are beyond MatriScope's reasonable control.
11. **Indemnification.** Client shall indemnify, defend and hold harmless MatriScope from and against all claims, suits, damages, losses, expenses, costs, obligations, liabilities, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees, that MatriScope shall incur or suffer, which arise or result from or relate to the breach of, or failure by Client, to perform, any representation, warranty, covenant or agreement given or made by Client as set forth in this Agreement.
12. **Miscellaneous.** This Agreement supersedes any and all prior written and/or oral understandings, contracts and agreements that may have been made or entered into between the parties regarding the subject matter hereof. Any terms or conditions of Client's purchase order, approval or acceptance which are not identical to the terms and conditions of this Agreement are null and void, are not part of the agreement between MatriScope and Client, and are not binding upon MatriScope. This Agreement may be modified only by a written amendment signed by both parties. In the event that any one or more of the provisions of this Agreement are found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law. Any provisions of this Agreement providing for limitation of or protection against liabilities between the parties hereto shall survive termination of the Agreement and/or completion of the services. Any delay, waiver or omission by either party to exercise any right or power arising from any breach or default by the other party of this Agreement shall not be construed to be a waiver of any subsequent breach or default.

SERVICES AGREEMENT AND AUTHORIZATION

Parties; Effective Date. This Services Agreement and Authorization ("Agreement") is between MatriScope Engineering Laboratories, Inc. ("Consultant") and **City of Yuba City** ("Client") (collectively, the "Parties"). This Agreement shall become effective and binding on both Parties on the earlier occurrence of (a) Consultant beginning performance of the Services, or (b) Client executing and returning the Agreement to Consultant (the "Effective Date").

Project Name and Job Site Address ("Project"):		Fire Station No. 2 Dorm Room Addition Project 1641 Gray Avenue, Yuba City, CA	
Client Name:	City of Yuba City	Permit #:	
Authorized Agent:	Nick Menezes, PE 1201 Civic Center Blvd. Yuba City, CA 95993	P.O. #:	
Address:		File #:	
Telephone:	(530) 822-4640	Authorization #:	
Fax:		Client Project #:	
Email:	nmenezes@yubacity.net	Certified Payroll Required?	☐ Yes ☒ No
Service Requested by:		State/Local Prevailing Wage?	☐ Yes ☒ No
MEL Project Manager:	Ahmed Hamdy	Federal Prevailing Wage?	☐ Davis-Bacon Act ☐ Service Contract Act

A. The Services. This Agreement shall serve as Client's authorization for Consultant to proceed with the Scope of Services (as defined below) for the above described Project. Consultant's Services shall not include determining, supervising or implementing the means, methods, techniques or procedures of construction or any verification of plumbness/levelness, and Consultant shall not be responsible for evaluating, reporting or affecting project conditions concerning health, safety, welfare or the environment. Consultant's Services or failure to perform the same shall not in any way excuse any contractor, subcontractor, supplier, consultant or other party from performance of its Services in accordance with its contract requirements or with applicable laws, codes, standards, rules and regulations. Statements made in Consultant's reports are opinions based on professional judgment and are not to be construed as representations of fact.

B. Compensation. Unless otherwise specifically agreed to in writing, Consultant's services shall be performed on a time and material basis in accordance with the attached Proposal and/or our current Schedule of Fees and Basis of Charges. Client shall compensate Consultant for performance of the services in accordance with the following subject to adjustment as provided in the General Terms and Conditions, the attached Schedule of Fees and Services and Basis of Charges, and the following as applicable (check all that apply), which are incorporated by this reference:

☒ Attached Proposal to Client dated	4/22/2024
☒ Attached Budget Estimate dated	4/22/2024
☐ Attached Not to Exceed Budget Estimate dated	
☐ Advance Payment Required	
☐ Other (specify):	

C. GENERAL TERMS AND CONDITIONS:

1. Definitions; Scope of Services.

"Client" refers to the person or business entity ordering the Services to be done by Consultant.

"Contract Documents" means this Agreement, Consultant's proposal dated [date] for the Project (the "Proposal"), Consultant's Budget Estimate [if applicable], Consultant's currently published Schedule of Fees and Services (including the Basis of Charges) and Client's acceptance thereof. In the event of any conflict between the Contract Documents, the terms and conditions herein shall prevail.

"Services" means the specific geotechnical, analytical, testing or other services to be performed by Consultant as set forth in the Contract Documents. This scope of Services shall be subject to the terms and conditions set forth herein and shall not be modified except as agreed by the Parties via a Work Order as defined below, or as otherwise requested by Client's Authorized Agent or Client's subcontractor's authorized agent and performed by Consultant. Client shall communicate the terms and conditions of this Agreement to each and every third party to whom Client transmits any part of Consultant's Services. Consultant shall have no duty

or obligation to any third party greater than set forth in Consultant's Proposal, Budget Estimate [if applicable], Client's acceptance thereof and these General Conditions. The ordering of Services from Consultant shall constitute acceptance of the terms of Consultant's fees and these General Conditions.

"Budget Estimate" refers to any estimate of anticipated total costs provided by Consultant at the outset of the Project or in connection with its Proposal. Client recognizes and agrees that Budget Estimates, or the like that may be prepared by Consultant are NOT "guaranteed maximums" or "lump sum" totals. Client agrees to compensate Consultant for all services performed. Any estimate of the total cost for the scope of Services ("Budget Estimate") described herein is provided in good faith but is intended as an estimate only in recognition of the many variables that may affect the execution of professional services (including, without limitation, schedule adjustments, conditions in the field, coordination with other trades, field change orders, and the like). If Client is ordering the Services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said Services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the Services ordered by Client are adequate and sufficient for Client's intended purpose. Consultant will endeavor to keep Client apprised of progress of the Services.

Where applicable, a "Not to Exceed Budget Estimate" is not a "guaranteed maximum price" or "lump sum" price. A "Not to Exceed Budget Estimate" means that Consultant will not invoice Client for time and materials in excess of the Budget Estimate without prior written notice to Client of a substantial modification to the Budget Estimate. A substantial modification is a modification that would cause the Services to exceed the total Budget Estimate by more than twenty percent (20 %). Client understands that a Work Order, as defined herein, which alone or in conjunction with prior Work Orders, results in a substantial modification to the Budget Estimate, shall be deemed Client's request for modification of the Not to Exceed Budget Estimate and that performance of such Services shall be deemed Consultant's acceptance of such request, to be charged on a time and materials basis based on Consultant's currently published Schedule of Fees and Services. Consultant's invoice for such additional requested Services shall be deemed sufficient written notice of modification to a Not To Exceed Budget Estimate. Client understands that any Not To Exceed Budget Estimate does not include (a) Consultant's administration fee, project management charges, reimbursable expenses, travel time, premium charges, expedited service charges, show up and cancellation charges, all as defined in the Basis of Charges; (b) equipment charges, or (c) other exclusions specifically listed on Consultant's Budget Estimate or Proposal.

"Work Orders" include, without limitation, any combination of: (a) a purchase order, change order, release, or other request for Services; (b) job initiation order, authorization or notice to proceed and/or change orders; (c) Specifications, to the extent such Specifications are relevant to the Work Order; and/or (d) the schedule for a Project, including, but not limited to the Services to be performed by Consultant, that is prepared by Client or Client's subcontractor(s), and provided to Consultant. Any Work Order submitted to Consultant shall be made in writing and shall be subject to the terms of this Agreement, if issued during the term of this Agreement.

The "Term" of this Agreement shall be from the Effective Date until the services have been completed (including issuance of all required reports) and all payments have been received or early termination as provided herein. Consultant will start performance of the services upon receipt of this Agreement signed by Client's Authorized Agent. Consultant will not begin performance of the Services without prior written notice to proceed from Client. Any modifications to this Agreement shall not be binding unless countersigned by Consultant.

2. Access and Damage Repair. Client is responsible for providing Consultant access to the project or facility site as well as safe access to all inspection/testing locations (via suitable ladders, etc.) as is necessary for Consultant to perform the Services. Consultant shall take reasonable measures and precautions to minimize damage to the site and any improvement located thereon as the result of its Services or the use of its equipment; however, Consultant has not included in its Proposal or Budget Estimate the cost of restoration of damage which may occur. If Client desires or requires Consultant to restore the site to its former condition, upon written request Consultant will perform such additional Services as is necessary to do and Client agrees to pay to Consultant the cost thereof. Unless Consultant has assumed in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save Consultant harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Consultant's performance of its Services and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to Consultant by Client.

3. Tests and Inspections. Client shall cause all tests and inspections of the site, materials and Services performed by Consultant or others to be timely and properly performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss, damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and unless Consultant's recommendations have been followed. Client agrees to indemnify, defend and hold Consultant, its officers, employees, and agents harmless from any and all claims, suits, losses, costs, and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Consultant's recommendations not so followed.

4. Scheduling and Cancellation. All inspection services must be scheduled at least 24 hours in advance. For inspections further than a 150-mile radius of the applicable Consultant office or facility, at least five (5) business days advance notice is required and additional charges for related expenses will be charged. The services set forth above will be accomplished in a timely and

professional manner by Consultant's personnel. If Consultant is required to delay commencement of the Services or if, upon embarking upon its Services, Consultant is required to stop or interrupt the process of its Services as a result of changes in the scope of the Services required by Client, to fulfill the requirements of third parties, interruption in the progress of construction, or other causes beyond the direct reasonable control of Consultant, Client agrees to pay Consultant for the additional time and/or materials costs caused to by the delay or work stoppage, including hourly minimum/show up charges as set forth in the Basis of Charges.

5. Coordinated Inspections. If Consultant or its agents will be performing in-shop inspections of fabrication or assembly, Consultant may perform coordinated inspections and bill accordingly. Where continuous inspections are mandated, a continuous presence in the facility for assembly or fabrication is required. The Project, however, will not demand constant vigilance as other jobs will be fabricated or assembled at that facility. Client therefore understands that one or more persons may be able to simultaneously and effectively cover one or more jobs. In such event, Consultant warrants that it will expend the necessary amount of time on Client's Project to properly perform its services without a reduction in the quality of the inspection. Client hereby agrees that it will not object to coordinated billings. If Client prefers to have an exclusive inspector dedicated to Client's job, then the fees may need to be adjusted upwards and our proposal must specifically state that an exclusive inspection is required.

6. Final Affidavit. The final inspection report (affidavit) will be issued on the 10th working day following the request for the affidavit by Client's Authorized Agent on the Project. However, Consultant shall not be required to release the affidavit until any outstanding issues of inspection, testing, and accounting (payments) have been resolved to Consultant's satisfaction. Outstanding issues may include, but are not limited to, approved resolution of Non-Conformance Reports and Requests for Information, 28-day concrete test results, and payment in full for services.

7. Terms of Payment. (a) Invoice(s) shall be submitted bi-weekly for Services performed in the preceding period, payments are due within thirty (30) days from date of invoice without retention. Overdue payments are subject to a late payment charge of 1.5% of the invoice amount plus interest at 1.5% per month (or the maximum interest rate permitted under applicable law, whichever is lesser) until all overdue amounts, late charges and interest are fully paid. No dispute shall excuse Client from timely payment of all invoice amounts except amounts specifically disputed by Client in good faith.

(b) Consultant reserves the right to suspend the services without notice if all invoices are not paid when due, and to terminate the services if all invoices are not fully paid within five (5) days after written notice to Client of Consultant's intent to so terminate. Upon any such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Client waives any and all claims against Consultant, its subsidiaries, affiliates, servants and agents, for suspension or termination of services pursuant to this paragraph.

(c) Should Consultant refer a past due account to an attorney or collection agency or to file suit for collection, Client agrees to pay all actual expenses and costs incurred thereby, including actual attorney's fees and costs.

(d) Consultant shall not be bound by any provision in any other documents purporting to be a "pay if paid" or "pay when paid" clause or otherwise conditioning Consultant's right to payment upon payment by a third party or purporting to require Consultant to waive its right to a mechanic's lien or other statutory rights. This Agreement is intended to, and does, shall prevail over any contrary or inconsistent provision in any other contract documents. Nothing herein shall operate to waive or restrict Consultant's statutory right under California law to file or record a mechanics lien against the project for which Services have been performed or materials supplied.

8. Warranty. Consultant warrants that its services will be performed, its findings obtained, and its reports prepared in accordance with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in the vicinity as of the date the services are performed. Customer's sole remedy for breach of this warranty shall be for Consultant to re-perform its services of non-conforming items, provided Client provides written notice to Consultant within one (1) year after performance of the non-conforming services. ***This warranty and remedy is exclusive and is in lieu of any other warranty or representation, express or implied.*** The warranties being disclaimed include, without limitation, warranties of merchantability and fitness for a particular purpose.

9. Annual Fee Escalation. Compensation for Consultant services is subject to adjustment on July 1st of each year to cover any increase in Consultant's cost due to changes in prevailing wages, non-prevailing wages, benefits, working conditions, plus corresponding changes in our general administrative and overhead expense. Consultant will notify Client of these adjustments which shall become the agreed upon basis for the continuation of services by Consultant.

10. Insurance. Consultant carries all insurance required by law. Certificates of coverage will be furnished upon request. Additional cost of insurance certificates, co-insurance endorsements, or additional insurance will be reimbursed by Client.

11. Limitation of Liability. To the fullest extent permitted by law, in no event, whether due to or based on delay, contract, tort, negligence, strict liability, warranty, indemnity, error, omission, reliance, unfair business practice, or any other legal or equitable theory, shall Consultant or its subconsultants or their directors, officers, employees and agents be liable under or in connection with this Agreement or the performance or non-performance of the services (a) for any special, indirect, consequential, incidental or punitive damages, or for loss of use, loss of revenue or profit (actual or anticipated), increased cost of construction, claims of customers of Client, or any liquidated damages incurred by Client. Should Consultant be found, by a court of competent

jurisdiction, to have been negligent in the performance of professional services, or to have materially breached this Agreement, Client's sole remedy shall be for actual damages in an aggregate amount (as to all claimants found to have been damaged or harmed in any way) of the total amount actually paid to Consultant pursuant to this Agreement but in no case will Consultants liability exceed One Million Dollars (\$1,000,000.00). Consultant carries worker's compensation insurance and public liability insurance for bodily injury and property damage which may be suffered by third parties and members of the public who are not covered by the limitation of liability set forth in this paragraph. Consultant assumes the risk of damage caused by its personnel to Consultant's own supplies and equipment.

12. Governing Law and Venue. All contract issues and matters of law will be adjudicated in accordance with the laws of the State of California (excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction). Venue for any litigation shall be any state court or United States District Court situated in the State of California and having jurisdiction over the parties and subject matter. Anything contained in any other contract document notwithstanding, Consultant shall not be bound by any provision or agreement requiring or providing arbitration of disputes or controversies arising out of Consultant's Services or this Agreement.

13. Force Majeure. Any delay or failure of Consultant in the performance of its obligations under this Agreement shall be excused to the extent caused by event(s) that are beyond Consultant's reasonable control.

14. Miscellaneous. This Agreement supersedes any and all prior written and/or oral understandings, contracts and agreements that may have been made or entered into between the parties regarding the subject matter hereof. Any terms or conditions of Client's purchase order, approval or acceptance which are materially inconsistent with to the terms and conditions of this Agreement are null and void, are not part of the agreement between Consultant and Client and are not binding upon Consultant. This Agreement may be modified only by a written amendment signed by both parties, except with respect to the Scope of Services as set forth in paragraph 1 above. In the event that any one or more of the provisions of this Agreement or portions thereof are found to be illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed stricken to the extent and in the jurisdictions necessary for compliance with applicable law. Any provisions of this Agreement providing for limitation of or protection against liabilities between the parties hereto shall survive termination of the Agreement and/or completion of the services. Any delay, waiver or omission by either party to exercise any right or power arising from any breach or default by the other party of this Agreement shall not be construed to be a waiver of any subsequent breach or default. By signing below, each signatory represents his or her authority to bind Consultant and Client, respectively, to the terms and conditions of this Agreement. This agreement may be executed in counterparts and may be delivered by electronic mail or facsimile.

15. Termination. This agreement may be terminated by either party upon seven (7) days' prior written notice, either for its convenience or for cause. In the event of termination, Consultant shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place Consultant's files in order and/or protect its professional reputation. In the event of termination prior to issuance of the any report or the final affidavit, Consultant shall not be liable to Client for the cost of completion by any other consultant of the Services, or for any excess cost sustained by Client by reason of such early termination and completion by others, nor shall Consultant or its subcontractors be responsible for errors or omissions in reports, logs, or other documents which are incomplete as a result of early termination, Consultant having been deprived of an opportunity to complete and certify such documents as ready for completion.

16. Proprietary Information; Confidentiality and Ownership. During the term of this Agreement, Client may have access to information that is considered confidential and proprietary by Consultant. This information may include, but is not limited to, non-public information relating to prices, compensation, research, products, services, developments, inventions, processes, protocols, methods of operations, techniques, strategies, programs (both software and firmware), designs, systems, proposed business arrangements, results of testing, distribution, engineering, marketing, financial, merchandising and/or sales information, employee and customer lists and/or aggregated data, and similar information of a sensitive or proprietary nature ("Confidential Information"). Client may use Confidential Information only for the purposes of this Agreement and the Project. Client shall maintain the confidentiality of Confidential Information in the same manner in which it protects its own Confidential Information of like kind, but in no event shall Client take less than reasonable precautions to prevent the unauthorized disclosure or use of Confidential Information. Client shall not use Confidential Information for its own or any third party's benefit. The provisions of this Section shall survive termination of this Agreement for so long as the Confidential Information is considered confidential by Consultant.

Client further understands and agrees that all of Consultant's laboratory tests, inspections of samples, professional interpretations or analyses of the foregoing, and any of Consultant's logs and reports, are the sole and exclusive property of Consultant until payment for Consultant's services rendered in connection with the foregoing. Client and the Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the other Party. Consultant shall be deemed the author and owner of any and all information and shall retain all common law, statutory and other reserved rights, including federal, state and common law copyright and trademark rights, where applicable, until payment in full

therefor by Client. Client may not utilize the services, analysis, testing, reports or underlying data that has been released by Consultant periodically to Client to procure a Final Affidavit by another contractor or consultant, absent prior compliance with the termination and payment provisions of this Agreement.

17. Non-Solicitation; Placement Fee. Client acknowledges that Consultant expended time, expense and effort to recruit, train and hire or contract with its employees, contractors, consultants and service professionals and consultants to Consultant ("Affected Persons"), and that the loss of the contractual or employment relationship with such Affected Persons would cause Consultant to incur time and expense to recruit, train, and replace such Affected Persons. Therefore, in consideration of this Agreement and other valuable consideration, the adequacy and receipt of which is acknowledged, Client agrees that for the duration Consultant's Services on the Project, and for one year following the termination of this Agreement, Client will not directly or indirectly, solicit, induce, or attempt to solicit or induce to leave his/her employment or to terminate his/her contract or assignment with Consultant any Affected Person(s) who either provided Services on the Project, or who was employed/engaged by Consultant during the Project and had contact with Client in connection with the Project and/or Consultant's Services for Client. Should any Affected Person(s) become an employee, temporary employee, independent contractor, or consultant of Client or Client's parent company or subsidiaries, a placement fee equal to 40% of the existing annual compensation package for Consultant's representative will be assessed and payable by client to Consultant upon occurrence. Client and Consultant agree that this amount represents reasonable compensation reflected by the costs incurred in providing and replacing the Affected Person(s).

No contractual obligations are imposed on Consultant by this Agreement until Consultant has been supplied with a copy fully executed and signed by Client. IN WITNESS WHEREOF, the Parties hereto agree to make this Agreement effective upon the Effective Date:

CLIENT SIGNATURE
[CITY OF YUBA CITY]

CONSULTANT SIGNATURE
[MATRISCOPE ENGINEERING LABORATORIES, INC.]

BY [PRINT OR TYPE NAME HERE]

BY

DATE

DATE

Exhibit B
Professional Services Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 2024
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Brent Slade, Lieutenant

Summary

Subject: MOU with Sutter County for FLOCK Cameras, Agreement with FLOCK

Recommendation: Adopt a Resolution to:

A. Accept the funding from the Community Corrections Partnership (CCP) in the amount of \$256,250.00

B. Authorize the purchase and installation of 25 Flock Cameras, with the finding that it is in the best interest of the City

Adopt a Resolution to:

A. Authorize the execution of a Memorandum of Understanding (MOU) with Sutter County for the use of Flock Cameras, authorize the City Manager to execute the MOU on behalf of the City of Yuba City, and authorize the Chief of Police to enter into a Master Service Agreement with Flock Safety

Fiscal Impact: The total cost of 25 Flock Cameras, including installation, is estimated at \$256,250.00. The CCP's funding will reimburse the city for the cost not to exceed \$256,250.00 for the purchase and installation of the Flock Safety Cameras.

Purpose:

Accept funding from the Sutter County Community Corrections Partnership to purchase and install 25 Flock Cameras within the City of Yuba City and County of Sutter and enter into a MOU between the City of Yuba City and the County of Sutter regarding Flock Cameras.

Council's Strategic Goal:

This item supports the City Council's Strategic Goal of Public Safety

Background:

The Community Corrections Partnership (CCP) has offered \$256,250.00 in funding to the City of Yuba

City for the purpose of purchasing and installing 25 Flock safety cameras. These cameras are intended to enhance public safety and support local law enforcement efforts by providing real-time license plate reading capabilities and other surveillance functions.

In an effort to enhance regional public safety and surveillance capabilities, a proposal has been made to enter into a Memorandum of Understanding (MOU) with the County of Sutter. This MOU will facilitate the cooperative use and sharing of Flock safety cameras, which are designed to support law enforcement agencies in their efforts to prevent and solve crimes through advanced surveillance technology.

In an agreement between the city and county, 13 Flock Cameras will be installed within the city limits and 12 Flock Cameras will be installed within Sutter County.

Analysis:

Flock safety cameras have been proven effective in numerous jurisdictions for their ability to aid in crime prevention and the apprehension of suspects. The cameras are equipped with automatic license plate recognition technology, which can be integral in solving crimes more effectively. By collaborating with the County of Sutter, both jurisdictions can leverage mutual resources and data, enhancing the efficiency and scope of crime prevention strategies.

Benefits:

1. Enhanced Surveillance: Flock Cameras provide 24/7 monitoring in key areas, helping deter criminal activity.
2. Quick Data Retrieval: The cameras' ability to quickly capture and analyze data aids in faster law enforcement response times.
3. Community Safety: Improved surveillance capabilities contribute to overall community safety and security.
4. Resource Sharing: shared access to surveillance technology and data, reducing overall costs for both jurisdictions.
5. Expanded Coverage: Increased surveillance coverage areas, leading to improved safety across both jurisdictions.
6. Enhanced Collaboration: Strengthened partnership between law enforcement agencies, fostering better communication and coordination.

Fiscal Impact:

The total cost of 25 Flock Cameras, including installation, is estimated at \$256,250.00. The CCP's funding will reimburse the City for the cost not to exceed \$256,250.00 for the purchase and installation of the Flock Safety Cameras.

Alternatives:

1. Reject funding from CCP
2. Find alternative crime prevention methods

Recommendation:

Adopt a Resolution to:

- A. Accept the funding from the Community Corrections Partnership (CCP) in the amount of

\$256,250.00.

B. Authorize the purchase and installation of 25 Flock Cameras with the finding that it is in the best interest of the City.

Adopt a Resolution to:

C. Authorize the execution of a Memorandum of Understanding (MOU) with Sutter County for the use of Flock Cameras, authorize the City Manager to execute the MOU on behalf of the City of Yuba City, and authorize the Chief of Police to enter into a Master Service Agreement with Flock Safety

Attachments:

1. RESOLUTION FLOCK
2. RESOLUTION MOU
3. FLOCK MSA

Prepared By:

Brent Slade
Police Lieutenant

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE ACCEPTANCE OF FUNDS FROM THE COMMUNITY CORRECTIONS
PARTNERSHIP (CCP) FOR THE PURPOSE OF PURCHASING AND INSTALLING FLOCK
CAMERAS**

WHEREAS, the County has reserved funds from the Community Corrections Program, which are sufficient to initially purchase approximately 25 cameras for a system with shared access; and

WHEREAS, the majority of these cameras will be located within the City, so the County has requested the City take the lead in contracting for the entire system so as to make the best use of public funds; and

WHEREAS, there are limited number of potential sources of such systems currently on the market; and

WHEREAS, Flock Group Inc. ("Flock") is a nationally recognized company used by law enforcement, and the Flock automated license plate readers capture the date, time, location, license plate, and vehicle details (type and color), as well as objects (bicycles, animals, and people); and

WHEREAS, the automated license plate readers, and associated network integration and services (collectively "Safety Cameras"), have the unique design and performance characteristics essential to law enforcement operations and are not available in other products; and

WHEREAS, the parties desire to install automated license plate readers that will serve as a key component to crime prevention, and will provide coverage and establish a network throughout key locations the City and County; and

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

1. Accepts \$256,250.00 from the Community Corrections Partnership.
2. Waives the Purchasing Policy requirement to solicit quotes and authorizes the purchase and installation of Flock Cameras as outlined in the staff report, with the finding that it is in the best interest of the City.
3. Authorizes the Chief of Police to enter into a contract agreement with Flock Safety, to implement the project, ensuring adherence to all applicable privacy and safety regulations.
4. Funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED, that the City Council of the City of Yuba City agrees to abide by the terms and conditions set forth by Flock Safety.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of May 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 2

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH
SUTTER COUNTY FOR THE USE OF FLOCK CAMERAS**

WHEREAS, The Yuba City Police Department has proposed entering into a Memorandum of Understanding with Sutter County to enhance public safety through the use of Flock Cameras; and

WHEREAS, on average, the Yuba City Police Department investigates about 6,100 crimes per year, and the Sutter County Sheriff Department investigates about 4,200 crimes per year; and

WHEREAS, a network of automated license plate readers helps reduce crime by providing law enforcement the ability to have key access points within the City and County monitored by cameras that alert law enforcement to stolen vehicles and those individuals who have criminal arrest warrants tied to vehicle license plates; and

WHEREAS, a combined system both within the City and County would be the most efficient to reduce crime; and

WHEREAS, the County has reserved funds from the Community Corrections Program, which are sufficient to initially purchase approximately 25 cameras for a system with shared access; and

WHEREAS, the majority of these cameras will be located within the City, so the County has requested the City take the lead in contracting for the entire system so as to make the best use of public funds; and

WHEREAS, there are limited number of potential sources of such systems currently on the market; and

WHEREAS, Flock Group Inc. ("Flock") is a nationally recognized company used by law enforcement, and the Flock automated license plate readers capture the date, time, location, license plate, and vehicle details (type and color), as well as objects (bicycles, animals, and people); and

WHEREAS, the automated license plate readers, and associated network integration and services (collectively "Safety Cameras"), have the unique design and performance characteristics essential to law enforcement operations and are not available in other products; and

WHEREAS, the parties desire to install automated license plate readers that will serve as a key component to crime prevention, and will provide coverage and establish a network throughout key locations the City and County; and

WHEREAS, the parties now desire to memorialize the acquisition, use, and access of public safety cameras for law enforcement purposes within the City and County.

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

1. Approves the Memorandum of Understanding with Sutter County as presented by the Yuba City Police Department.
2. Authorizes the City Manager to execute the MOU on behalf of the City of Yuba City.
3. Authorizes the Chief of Police to proceed with the implementation of the MOU ensuring compliance with all legal and regulatory requirements.

BE IT FURTHER RESOLVED, that the City Council of the City of Yuba City agrees to abide by the terms and conditions set forth by the Memorandum of Understanding

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 21st day of May 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 3

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 23 day of April 2024. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End

Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“***Retention Period**User ID***

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “***Support Services***”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work

immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post,

upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii)

not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional

amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in

which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the

terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

CITY OF YUBA CITY
STAFF REPORT

Date: May 21, 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 Follow Up
Recommendation: Receive follow up presentation on the City Welcome Sign Ad Hoc Committee, discuss, and provide staff with direction
Fiscal Impact: In 2023, the City received a SACOG Community Design Grant in the amount of \$100,000 for the City Welcome Sign project. Cost impacts associated with this project are dependent on Council direction.

Purpose:

To present a summary of the City Welcome Sign Ad Hoc Committee held on April 1, 2024, to City Council, and provide staff direction regarding next steps.

Council's Strategic Goal:

This item supports the City Council's Strategic Goal to enhance the Quality of Life for the City.

Background:

Yuba City has two welcome signs located at the southwest intersection of Township Road / State Route 20 and at approximately 1,100 feet southeast of the Bogue Road / Hwy 99 intersection. Due to disrepair, the signage portions 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. On February 2, 2024, the competition was closed with ten (10) design concept submissions received.

On February 20, 2024, the City Council established an Ad Hoc Committee to review the submissions and select finalists. The Ad Hoc Committee was steered by Councilmember Kirchner and

Councilmember Pasquale with representatives from the Planning Commission (Justine Gill), Senior Commission (Michael McFarlane), Parks & Recreation Commission (Staci Howell), and the Youth Commission (Maya Sangha).

On April 1, 2024, the Ad Hoc Committee met to review the submissions and select three finalists to move forward in the selection process. The Ad Hoc Committee reviewed and scored each submission based on creativity, alignment with City branding and guidelines, aesthetic appeal, relevance to the community, feasibility of implementation, and overall impression.

The three concepts that were selected to move forward in the process are Submission 5, Submission 8, and Submission 9 (see Attachment 1). I've outlined some of the comments and takeaways from the Ad Hoc Committee for each finalist below.

Submission 5

- Lighter colors might not provide the visual impact that would be needed along a fast-moving roadway.
- Overall design concept works well.
- The Sutter Buttes in the background is nice but would like to see the concept with the background extended to the exterior circle element.
- Interested in seeing this option with similar style and material lettering as the signage at Hwy 20 and Stabler Lane.
- Potentially use the exterior circle as a lighting element.

Submission 8

- Impressed with the level of detail on this concept – egrets, waterfowl, local crops, etc.
- Although the detail is impressive, it may not be recognizable along a fast-moving roadway.
- Some concerns with the possibility of the top portion being easy to damage or destroy.

Submission 9

- Like the simplicity of the design and the incorporation of City branding.
- Some interest in seeing the design with the name larger and backlit lighting.

In addition to the submission specific feedback, the Ad Hoc Committee had the following general feedback:

- Prefer the 'Welcome' portion at the top of the sign versus along the bottom.
- Interest in changing the font of the existing 'Welcome' portion on the bottom of the sign.
- Cut out (channel) lettering like the existing signage at Hwy 20 and Stabler Lane is preferred.

Following the selection of the finalists by the Ad Hoc Committee, staff coordinated with a local sign contractor to provide an estimated cost for fabrication and installation for each design. The estimate below is an approximate number for each design submission. The number represents the cost to fabricate and install two identical signs at the existing sign locations.

- **Submission 5:** \$40,000
- **Submission 8:** \$60,000

- **Submission 9: \$30,000**

In summary, the Ad Hoc Committee's thorough review and scoring process resulted in the selection of Submissions 5, 8, and 9 as finalists, each offering unique design elements that align with the City's brand and community values.

At this time, staff is requesting direction from Council regarding which of the design concepts should be continued into the design, cost, and analysis process to prepare for bid and construction.

Fiscal Impact:

Cost impacts are dependent on Council direction.

Alternatives:

1. Direct Staff regarding which design concept should be continued in the design, cost, and analysis process.
2. Provide staff with alternative design concepts that have not yet been developed and analyzed.

Recommendations:

Receive follow up presentation on the City Welcome Sign Ad Hoc Committee, discuss, and provide staff with direction.

Attachments:

1. Final Design Concept Submissions
2. Welcome Sign Ad Hoc Design Scoring System and Scoring Sheet

Prepared By:
Ashley Potočník
Development Liaison

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1





Alternate





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.

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.

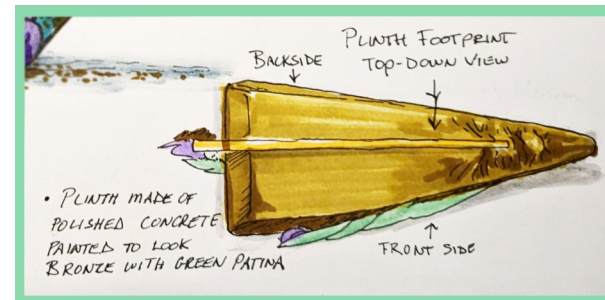
Great Blue Heron - The body of the bird would be painted a gray-purple, with bronze painted crest feathers and a gold beak.

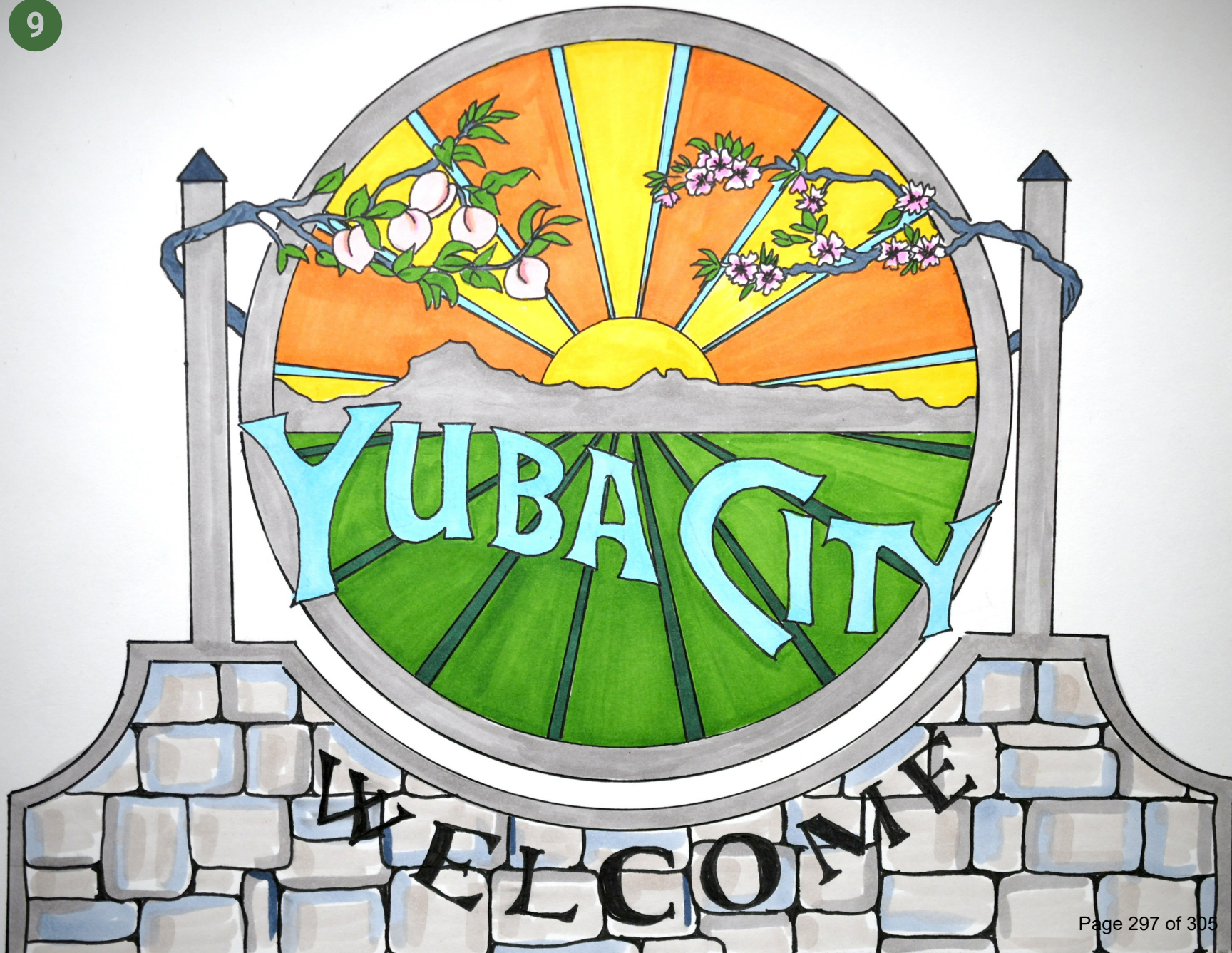
Egret - The body of the bird would be painted white with a gold beak.

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.

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

ATTACHMENT 2

CITY WELCOME SIGN

DESIGN SCORING SYSTEM



Each member of the Ad Hoc Committee will independently score each design submission based on the criteria outlined below. The scores will then be tallied to determine the top three highest-scoring designs. These final three designs will proceed to the next stage for cost estimation and presentation to the City Council for final selection.

One scoring sheet per person should be used for each design submission.

- Creativity (0-10 points)
- Alignment with City Branding Guidelines (0-10 points)
- Aesthetic Appeal (0-10 points)
- Relevance to Community (0-10 points)
- Feasibility of Implementation (0-10 points)
- Overall Impression (0-10 points)

Highest possible score = 60

OVERALL FEEDBACK:

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CITY WELCOME SIGN

DESIGN SCORING SHEET



SUBMISSION NUMBER _____

SCORE

1

Creativity (0-10 points):

- Originality and uniqueness of the design.
- Innovative approach to representing the City's culture, diversity, and history.

2

Alignment with City Branding Guidelines (0-10 points):

- Adherence to the City's branding guidelines and themes.
- Integration of elements that reflect the City's identity and values.

3

Aesthetic Appeal (0-10 points):

- Visual attractiveness and appeal of the design.
- Use of colors, typography, and layout to create an engaging visual impact.

4

Relevance to Community (0-10 points):

- Connection to the local community and its surroundings.
- Ability to resonate with residents and visitors alike.

5

Feasibility of Implementation (0-10 points):

- Practicality and ease of implementation of the design.
- Consideration of technical requirements and constraints for installation.

6

Overall Impression (0-10 points):

- Overall impression and impact of the design.
- Cohesion and effectiveness in conveying the intended message.

FEEDBACK

TOTAL SCORE

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