



SPECIAL NOTICE

Precautions to Address COVID-19 will apply to this meeting.

JANUARY 18, 2022

REGULAR MEETING OF THE CITY COUNCIL

The Governor has declared a State of Emergency to exist in California as a result of the threat of COVID-19 (aka the "Coronavirus"). While the Governor recently issued Executive Orders N-07-21, which lifted certain orders and associated restrictions, there are still public health guidance's in place. The City is providing multiple alternatives to viewing Council meetings and providing comments on items on the agenda, including:

- **Web Conference:** The meeting will be conducted live over the internet by PC or Smartphone. Members of the public can join the web-based virtual meeting. (See instructions, below.)
- **Email:** You can email comments to cityclerk@yubacity.net any time before the meeting, or before the hearing is closed on the agenda item, and your comments will be read aloud. Please identify the Agenda item you wish to address in your comments.
- **Public Attendance:** Due to COVID-19, residents are encouraged to attend the City Council meeting via web conference or submit comments by email. Consistent with public health guidelines for social distancing, seating is available in the Council Chamber. A facial covering will be available upon request by any attendee. Comments may be made from the Council Chamber podium. Please participate via web conference or email if you are ill or have been exposed to COVID-19.

To join the web base virtual meeting please follow these instructions:
Click the link to sign up for the webinar at the specified time and date:

https://us06web.zoom.us/webinar/register/WN_84j5B51pSeWlZg8jyIRQoQ

You will need to register for the teleconference. Once registered, the following information will pop up.

Yuba City Council Meeting – 1/18/2022

Click here to [join the webinar](#).

Before joining, be sure to check system requirements to avoid any connection issues.

A confirmation email with information on how to join the webinar has been sent to you and with audio instructions. Questions or Comments? Email contact: cityclerk@yubacity.net

Note – currently the video conferencing process does not allow for verbal comments, but does have a chat function where comments will be read. Comments will also be received via email to cityclerk@yubacity.net.



AGENDA

JANUARY 18, 2022

REGULAR MEETING 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	• Dave Shaw
VICE MAYOR	• Wade Kirchner
COUNCILMEMBER	• Marc Boomgaarden
COUNCILMEMBER	• Grace Espindola
COUNCILMEMBER	• Shon Harris
CITY MANAGER	• Diana Langley
CITY ATTORNEY	• Shannon L. Chaffin

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

Wheelchair Accessible



If you need assistance in order to attend the City Council meeting, or if you require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the City Council, the City is happy to assist you. Please contact City offices at (530) 822-4817 at least 72 hours in advance so such aids or services can be arranged. City Hall TTY: 530-822-4732

**AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
JANUARY 18, 2022
5:00 P.M. CLOSED SESSION:
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6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

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

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council in the Council Chamber prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session.

Closed Session

1. **A. Threats to Public Services or Facilities (Pursuant to Government Code section 54957(a).) Consultation with: City Attorney, and/or Yuba City Fire Chief, Police Chief, Director of Public Works, IT Manager, and City Manager**

B. Conference With Legal Counsel—Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of Government Code Section 54956.9(d): (One case)

Regular Meeting

Call to Order

Roll Call

- ☐ Mayor Shaw
- ☐ Vice Mayor Kirchner
- ☐ Councilmember Boomgaarden
- ☐ Councilmember Espindola
- ☐ Councilmember Harris

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

2. Yuba Sutter Transit Presentation by Keith Martin, Executive Director

Public Communication

3. Appearance of Interested Citizens

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

- **For Items on the Agenda**

Public comments on items on the agenda are taken during Council's consideration of each agenda item. If you wish to comment on any item appearing on the agenda, please note the number of the agenda item about which you wish to comment. If you wish to comment on more than one item, please send an email for each item.

- **Items not listed on the Agenda**

Public comments on items not listed on the agenda will be considered at this time. Members of the public submitting written requests at least 24 hours prior to the meeting will normally be allotted 5 minutes to comment. In addition to written comments, the public is welcome to submit a video presentation in electronic format to be played during public comment or during the hearing item. Due to COVID-19 staffing limitations, formatting, and video streaming related issues, presentations must be submitted to the City Clerk no later than 5:00 p.m. the day before the meeting to ensure the presentation is available for streaming at the time the Agenda item is called. Presentations submitted after 5:00 p.m. the day before the meeting may not be available to be streamed at the meeting.

Consent Calendar

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

4. Yuba City Wastewater Collection and Treatment Ordinance Update

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 5 (Wastewater Collection and Treatment) of Title 6 of the Yuba City Municipal Code by title only, and waive the second reading

5. Annual Community Facilities District Report Pursuant to Government Code Section 53411

Recommendation: Note and File

6. Yuba City Purchasing System Ordinance and Purchasing Policies Update

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code by title only, and waive the second reading

7. Cellular Water Meter Replacement Project (18-14) – Purchase Order Increase

Recommendation: Adopt a Resolution authorizing an increase of \$165,000 to the Badger Meter, Inc. Purchase Order, with a finding that it is in the best interest of the City

8. Assessor Parcel Number Correction – Harter Specific Plan

Recommendation: Adopt a Resolution which rescinds Resolution No. 21-182 due to incorrect Assessor's Parcel Numbers being utilized in documentation, and re-approve the authorization of the City Manager to execute a Grant Deed and associated documents, to create a new legal parcel for the future park on Harter Parkway, and participate in a Lot Line Adjustment to help facilitate development of the Harter Specific Plan for properties southerly of Butte House Road, westerly of Harter Parkway and northerly of future Jefferson Avenue

9. City Council Regional Boards and Committee Assignments - Amended

Recommendation: Approve the Mayor's Amended Assignments to Regional Boards and Committees for Calendar Year 2022

10. Ad Hoc Committee Dissolution

Recommendation: A. Dissolve defunct ad hoc committees including the Yuba City/Sutter County Homeless Advisor ad hoc and the Richland Village ad hoc

B. Adopt a Resolution to authorize the dissolution of the Development Impact Fee ad hoc

11. Custodial Services Bid Award (FB22-05)

Recommendation: Adopt a Resolution awarding the contract for custodial services to VALCO Cleaning, Inc. (formerly known as Valley Commercial Cleaning) of Marysville, CA in the amount of \$74,628 for one (1) year with the option of three (3) one (1) year extensions, with the finding that it is in the best interest of the City. Authorize the City Manager to approve the contract extensions

12. Increase Funding for Heavy Lifts Purchase

Recommendation: A. Adopt a Resolution awarding the purchase of six (6) heavy lifts to NAPA Auto Parts of Atlanta, GA, in the amount of \$74,967.75 through Sourcewell Open Contract #032521-GPC, with the finding that it is in the best interest of the City

B. Approve a capital acquisition purchase increase of \$31,094.30

C. Authorize a supplemental appropriation in the amount of \$31,094.30 from unallocated reserves held in Fund 301 to 6605-69201 (Vehicle Maintenance), which is the current increase in the price quote of \$16,100.75 plus a 20% contingency of \$14,993.55

13. Sidewalk Maintenance and Repairs Ordinance

Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City establishing sidewalk maintenance and repair responsibilities by adding Chapter 11 (Sidewalk Maintenance and Repairs) to Title 6 of the Yuba City Municipal Code by title only, and waive

the second reading

Business Items

- 14. Public Hearing No. 4 – Consideration of Draft District Maps and Election Sequencing for a District Based Election System; Selection of District Map and Election Sequence; Introduction of an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council**

Recommendation: A. Receive NDC's presentation of the NDC Green Map and the sequencing of division elections and hold a Public Hearing regarding same

B. Continue deliberations and provide further any further comments or revisions to the draft map(s)

C. Select a district map and decide which districts will have elections in 2022 and which districts will have elections in 2024, and incorporate those selections into the Ordinance

D. Introduce, through first reading by title only with further reading waived, an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council, and set the next Public Hearing and second reading of the Ordinance for February 1, 2022

- 15. Levy of the 2022 Annual Assessment of the Downtown Yuba City Business Improvement District**

Recommendation: A. Conduct Public Hearing, and after consideration,

B. Adopt a Resolution confirming the Annual Report for the Yuba City Downtown Business Association and levying the assessment for the Downtown Business Improvement District for calendar year 2022

- 16. Renewal of the Yuba-Sutter Tourism Improvement District (YSTID)**

Recommendation: Adopt a Resolution of Intention to Renew the Yuba-Sutter Tourism Improvement District

- 17. Purchase of ESO Fire Records Management Software (RMS)**

Recommendation: A. Adopt a Resolution authorizing the sole source purchase of ESO Fire Records Management Software (RMS) and enter into a 60-month advance payment term in the amount of \$152,027.25

B. Authorize the Finance Director to use funds from the American Rescue Plan Act account 2560-69201 in the amount of \$152,027.25

- 18. Final Financial Report for Fiscal Year Ending June 30, 2021**

Recommendation: Note and File the Final Financial Report for the Fiscal Year Ending June 30, 2021

19. Annual Sacramento Metro Chamber Capitol-to-Capitol Legislative Program in Washington DC

Recommendation: Determine which Councilmembers will participate in the Sacramento Metro Chamber's Annual Cap-to-Cap Legislative Program and authorize the Finance Director to make a supplemental appropriation from unallocated General Fund to Account No. 1110-62801 (Professional Development)

20. Administrative Policy – Community Sponsorship Policy

Recommendation: Adopt a Resolution to amend the Administrative Policy for Community Sponsorships

21. Community Sponsorship Request - Film Yuba Sutter

Recommendation: Consider a monetary Sponsorship request from Yuba Sutter Chamber of Commerce of \$6,250.00 to assist in funding the Film Yuba-Sutter Film Commission

Future Agenda Items

22. Future Agenda Items:

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

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

23. City Manager Report

24. City Council Reports

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

Adjournment

CITY OF YUBA CITY

Closed Session Items

- A. Threats to Public Services or Facilities (Pursuant to Government Code section 54957(a).)
Consultation with: City Attorney, and/or Yuba City Fire Chief, Police Chief, Director of Public Works, IT Manager, and City Manager
- B. Conference With Legal Counsel—Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) of Government Code Section 54956.9(d): (One case)



Keith Martin, Transit Manager will be presenting the Yuba-Sutter Transit report. Yuba-Sutter Transit is located at 2100 B Street, Marysville, CA 95901, 530-634-6880.

Yuba-Sutter Transit's Mission

To provide safe and cost effective public transportation services that increase mobility and improve the quality of life for Yuba and Sutter County residents.

Guiding Principles:

Yuba-Sutter Transit shall strive to meet or exceed community expectations by:

1. Operating a safe, reliable and comfortable quality of service;
2. Providing an effective and efficient level of service in response to demonstrated community needs; and,
3. Enhancing quality of life through improved mobility

To contact Keith Martin directly: 530-634-6880 x102 or email keith@yubasuttertransit.com

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.

Due to COVID-19, residents are encouraged to attend the City Council meeting via web conference or submit comments by email. Consistent with public health guidelines for social distancing, limited seating is available in the Council Chamber. If an attendee does not have a facial covering, one will be provided. Comments may be made at the Council Chamber podium. Please participate via web conference or email if you are ill or have been exposed to COVID-19.

Procedure

Complete a Speaker Card located in the lobby and give to the Clerk, or Email the City Clerk at cityclerk@yubacity.net any time before the meeting but no later than the close of the specific agenda item or before the close of the public hearing. When a matter is announced, wait to be recognized by the Mayor or if by email the City Clerk will provide your comments to the Mayor. Comment should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

- **For Items on the Agenda**

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

- **Items not listed on the Agenda**

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Request for additional time to address Council

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

Procedure

When requesting to 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: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Yuba City Wastewater Collection and Treatment Ordinance Update
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 5 (Wastewater Collection and Treatment) of Title 6 of the Yuba City Municipal Code by title only, and waive the second reading
Fiscal Impact: Staff time to administrate and implement the Municipal Code changes

Purpose:

To meet state regulations and customer needs for the collection and treatment of wastewater.

Council's Strategic Goal:

This project addresses the City Council's Strategic goal of improving the City's infrastructure.

Background:

Chapter 5 of Title 6 of the City's Municipal Code, Wastewater Collection and Treatment, is the City's guiding legal code for all issues related to the wastewater collection and treatment system, pretreatment and industrial monitoring, and wastewater utility billing and fees. It was last updated in August 2016 to modify the billing and rates in response to the 2016 Proposition 218 rate update.

Chapter 6 of Title 6, Yuba City Water Regulations, was updated in November 2019, including changes to meet new legal requirements per Senate Bill 998, adjust the emergency water restrictions language, and add a water fee financing option. Public Works staff has identified the need for a similar update to the wastewater code in order to bring it up to current standards and needs.

Analysis:

Many of the edits in the attached redlined ordinance are minor clarification language changes or codification of practices already implemented by Council action or daily operations (Attachment 1). Examples include clarification of the corner lot extension fee calculation, addition of language consistent with the current definition of auxiliary dwelling units into the residential rate structure, and codification of charging the residential rate to shared-use parcels unless they exceed the allotted

usage, which had previously been applied case-by-case. The tables for all rates have been simplified to only the current Proposition 218 maximums, as the actual rates are set annually by Council, and the table for the pretreatment program's enforcement response plan (Section 6-5.1003.) was reformatted for clarity and ease of use. The pretreatment enforcement response plan has been reviewed and approved by the regional board as unsubstantial changes.

In addition, there are two major proposed updates to the Wastewater Collection and Treatment code which are described below: City enforcement options and wastewater fees financing.

City Enforcement Options:

The Public Works Department regularly encounters difficulties enforcing the needs of the wastewater system at a number of key points. Staff has identified the points of necessary code strengthening and suggested appropriate enforcement measures, as summarized below.

Section	Identified Issue	Enforcement Measures
6-5.206. Ownership of the service lateral & 6-5.301.(h) Maintenance of service lateral	Property owners unwilling or unable to repair service lateral damage or malfunction	Ability to repair and charge the property owner; failure to reimburse tied to Section 6.7 (Judicial Enforcement Remedies) and Section 1.2 (Penalty Provisions)
6-5.301.(c) Separate sewers	City unable to require old shared service laterals to be separated	Shared service laterals must be replaced with separate laterals to each building upon failure, not repaired (6-5.301.(c)(2))
6-5.301(l) Private sewer lines – No infiltration or leaks	City unable to prevent ongoing infiltration, leaks, or public health risks caused by private service laterals	Clarified that the issue is a nuisance per City code and abatement and cost recovery are per Section 4.8 (Nuisance Abatement)
6-5.12. Fats, Oils, and Grease Discharge from Food Service Establishments	City unable to enforce requirements and issue violations of FOG program	Added a definition and consequences for noncompliance (6-5.1209. Enforcement of FOG program); established a fine for violations (6-5.601.F. Administrative fines)

Wastewater Fees Financing:

The lump sum payment of connection and extension fees required for connecting to City wastewater service may be prohibitive or discouraging for property owners or developers wishing to connect to City wastewater collection service. In order to aid properties wishing to connect to the City wastewater system and gain new customers, staff is proposing a wastewater fees financing program modeled after the water fees financing program established in November 2019 (Section 6-6.22.).

The recommended Municipal Code addition provides a method for customers to have the connection and extension fees added to their property taxes as a lien over a 10-year period, along with interest and administrative fees. This method would ensure that the beneficiary of the wastewater service is responsible for the costs and allows the addition of new services which might otherwise have been discouraged by the upfront costs. Each applicant for wastewater fees financing will be presented to City Council for review and approval, allowing Council to determine which customers and types of

services will be acceptable.

The proposed Ordinance was introduced by the City Council on December 21, 2021.

Fiscal Impact:

There is no immediate cost to enacting the ordinance outside of staff time to develop and implement the changes to the Municipal Code. Further fiscal impacts will depend on customer and developer utilization of the ordinance changes and the City's need to utilize the enforcement penalties.

Alternatives:

Modify the proposed criteria or do not recommend one or all sections of the ordinance for future approval.

Recommendation:

Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 5 (Wastewater Collection and Treatment) of Title 6 of the Yuba City Municipal Code by title only, and waive the second reading.

Attachments:

1. Ordinance - Wastewater Collection and Treatment

Prepared By:

Scarlett O. Harris
Administrative Analyst I

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AMENDING CHAPTER
5 (WASTEWATER COLLECTION AND TREATMENT) OF TITLE 6 OF THE YUBA CITY
MUNICIPAL CODE**

WHEREAS, the City Council of Yuba City ("City") is authorized by the California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City Council has adopted the Yuba City Municipal Code, which it periodically updates to protect the public health, safety, and welfare; and

WHEREAS, City Council desires to update and amend the Yuba City Municipal Code Title 6 Chapter 5 (Wastewater Collection and Treatment) in a fair manner that best addresses the public health, safety, and welfare.

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

Section 1.

The above recitals are all true and correct and are hereby adopted as findings.

Section 2.

The proposed ordinance was assessed in accordance with the authority and criteria contained in CEQA, the State CEQA Guidelines ("CEQA Guidelines"), and the environmental regulations of the City. The City Council finds and determines that the proposed ordinance is not a "project" for the purposes of CEQA and consistent with CEQA Guidelines Section 15378, as it promotes environmental conditions by providing improved processes and programs for the collection and treatment of wastewater, and will not result in direct or indirect substantial, adverse physical changes in the environment as compared to the current baseline. Additionally, the City Council finds and determines for the same reasons that even if the proposed ordinance were a project for the purposes of CEQA, there is no possibility that this project may have a significant adverse effect on the environment pursuant to CEQA Guidelines, Section 15061(b)(3). Therefore, the proposed ordinance is not subject to CEQA.

Section 3.

Chapter 5 (Wastewater Collection and Treatment) of Title 6 of the Yuba City Municipal Code hereby is amended to read in its entirety as follows:

CHAPTER 5. - WASTEWATER COLLECTION AND TREATMENT⁽¹⁾

Article 1. - General Provisions

Sec. 6-5.101. - Purpose and policy.

The purpose of this chapter is to provide for the maximum possible beneficial public use of City facilities through the adequate regulation of sewer construction, sewer use, and industrial wastewater discharges; to provide for the equitable distribution of City costs; and to provide for

procedures for complying with the requirements placed upon the City by other regulatory agencies.

This chapter sets forth uniform requirements for dischargers to the publicly owned treatment works and enables the City to comply with the administrative provisions of the Clean Water Grant Regulations^{1,7}; water quality requirements of the Regional Water Quality Control Board and the applicable effluent limitations^{1,7}; State Water Resources Control Board's Sanitary Sewer Systems Waste Discharge Requirements (WDR) and Monitoring and Reporting Requirements for the Sanitary Sewer System in reference to the City's sewer system management plan (SSMP)^{1,7}; national standards of performance, toxic¹, and pretreatment effluent standards¹; and all other applicable sState and fFederal laws, including the Clean Water Act (33 U.S.C. § 1251 et seq.) and the General Pretreatment Regulations (40 CFR 403). In the event that sState and/or fFederal wastewater discharge or treatment regulations and/or standards exist or are subsequently adopted which are more stringent and/or restrictive than the requirements of this chapter, the more stringent and ~~more~~-restrictive regulations shall apply. ~~Among other things, the~~The primary objectives of this chapter ~~are~~include:

- (a) To prevent the introduction of pollutants into the publicly owned treatment works that will interfere with its operation;
- (b) To prevent illicit discharges (~~examples: e.g.,~~ infiltration and inflow, chemical dumping, unauthorized debris~~and cut roots~~, etc.) into the sanitary sewer system;
- (c) To prevent the introduction of pollutants into the publicly owned treatment works that will pass through the publicly owned treatment works, inadequately treated, into receiving waters, or otherwise be incompatible with the publicly owned treatment works;
- (d) To protect both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
- (e) To promote reuse and recycling of industrial wastewater and sludge from the publicly owned treatment works;
- (f) To provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the publicly owned treatment works;
- (g) To enable the City to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other ~~Federal~~ federal or State-state laws to which the publicly owned treatment works is subject;
- (h) To require that sanitary sewers and connections are properly designed, constructed, and maintained;
- (i) To ensure access in easements, rights-of-way, and any other areas where sanitary sewer system facilities are installed for maintenance, inspection¹, or repairs of the sanitary sewer system and any portions of the service laterals and satellite collection system;
- (j) To limit discharge of ~~roots,~~ fats, oils, grease, and other debris that may cause blockages; and
- (k) To enforce any violations of this chapter.

This chapter shall apply to all users of the publicly owned treatment works. This chapter authorizes the issuance of wastewater discharge permits; provides for monitoring, inspections, compliance, and enforcement activities; establishes administrative review procedures; requires

user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

Revenues derived from the application of this chapter shall be used to defray the City's cost of operating and maintaining adequate wastewater collection and treatment systems and to provide sufficient funds for capital outlay, bond service cost, capital improvements, depreciation, and/or capital replacement.

Sec. 6-5.102. - Scope.

This chapter shall be interpreted in accordance with the definitions set forth in Section 6-5.106. of this article.

The provisions of this chapter shall apply to the direct or indirect discharge of all liquid-carried wastes to the facilities of the City. This chapter, among other things, provides for the regulation of sewer construction in areas within the City, the quantity and quality of discharged wastes, the degree of waste pretreatment required, the setting of waste discharge fees to provide for the equitable distribution of costs, the approval of plans for sewer construction, the issuance of permits for industrial wastewater discharges and of other miscellaneous permits, and the establishment of penalties for violations of this chapter.

Sec. 6-5.103. - Administration.

Except as otherwise provided in this chapter, the City Manager shall administer, implement, and enforce the provisions of this chapter by coordinating the actions of ~~the Assistant City Manager,~~ the Public Works Director, the Finance Director, and any other necessary City department ~~concerned~~. The primary responsibility for the administration, implementation, and enforcement of the parts of this chapter which relate to billing, collecting, and accounting for the fees and charges established by this chapter is assigned to the Finance Director. The primary responsibility for the administration, implementation, and enforcement of the parts of this chapter related to the operations of the Wastewater Treatment Facility, wastewater collection system, Sewer System Management Plan, pretreatment program, and Water Treatment ~~Facility Plant~~ is assigned to the Public Works Director. The primary responsibility for the administration, implementation, and enforcement of all other parts of this chapter is assigned to the ~~Director of Public Works~~ Director. Any powers granted to, or duties imposed upon, the City Manager, ~~Assistant City Manager, or Public Works Director,~~ or Finance Director may be delegated by them to persons acting in the beneficial interests of or in the employ of the City.

Sec. 6-5.104. - Use of revenues.

The revenues derived under the provisions of this chapter shall be placed in a fund entitled "~~Sewer Wastewater~~ Fund." The accounting of revenues shall be in accordance with the applicable ~~State-state~~ and/or ~~Federal-federal~~ laws and regulations, and revenues may be used for any purpose so authorized.

Sec. 6-5.105. - Abbreviations.

The following abbreviations, when used in this chapter, shall have the designated meanings:

AHL	Allowable headworks loading
BMP	Best management practices
BOD	Biochemical oxygen demand
CFR	Code of Federal Regulations
<u>CIU</u>	<u>Categorical industrial users</u>
COD	Chemical oxygen demand
EPA	U.S. Environmental Protection Agency
<u>ERP</u>	<u>Enforcement response plan</u>
FOG	Fats, oils, and grease
FSE	Food service establishment
gpd	Gallons per day
GRD	Grease removal device(s)
<u>IU</u>	<u>Industrial user</u>
MAHL	Maximum allowable headworks loading
MAIL	Maximum allowable industrial loading
mg/l	Milligrams per liter
<u>NAICS</u>	<u>North American Industrial Classification System</u>
<u>NOV</u>	<u>Notice of Violation</u>
NPDES	National Pollutant Discharge Elimination System
POTW	Publicly owned treatment works
RCRA	Resource Conservation and Recovery Act
SIC	Standard industrial classification
<u>SIU</u>	<u>Significant industrial user</u>
<u>SNC</u>	<u>Significant Non-compliance</u>
SSMP	Sewer System Management Plan
SSO	Sanitary sewer overflow

TBLDD	Technically based local limit development document
TRC	<u>Technical review criteria</u>
TSS	Total suspended solids
U.S.C	United States Code

Sec. 6-5.106. - Definitions; ~~as used in this chapter.~~

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act or the Act. The term "Act" means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.

Administrative order. For the purposes of this chapter, an order issued by ~~either~~ the City of Yuba City, City Attorney, or ~~by~~ an Administrative Judge of the Superior Court of California, County of Sutter, compelling a user of the City's ~~Publicly Owned Treatment Works~~ POTW to perform in some manner. Administrative orders are issued in response to a violation of ~~this Code e City's Municipal Code~~ and ~~State-state~~ water or health and safety laws, with the legal jurisdiction dictating which legal official issues the order. The orders are generally issued in the form of show cause, compliance, or consent orders depending on the nature and circumstance of noncompliance.

Allowable headworks loading (AHL). The estimated maximum loading of a pollutant received at a POTW's headworks that should not cause the POTW to violate a particular treatment plant or environmental criterion. AHLs are developed to prevent interference or pass through.

Approval authority. The State of California, Regional Water Quality Control Board, Central Valley Region.

~~Assistant City Manager. The Assistant City Manager of the City of Yuba City.~~

Authorized representative of the user.

(a) If the user is a corporation:

- (1) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
- (2) The manager of one or more manufacturing, production, or operation facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- (b) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.
- (c) If the user is a ~~Federal~~federal, ~~State~~state, or local governmental facility, a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
- (d) The individuals described in ~~paragraphs (1) through (2)~~paragraph (a)(1) and paragraph (a)(2) above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.

Beneficial uses. Uses of the waters of the State which will be protected against quality degradation, including domestic, municipal, agricultural, and industrial supply, power generation, recreation, aesthetic enjoyment, navigation, ~~and~~ the preservation and enhancement of fish, wildlife, and other aquatic resources or reserves, and other uses, both tangible or intangible, as specified by ~~Federal~~federal or ~~State~~state law.

Best management practices (BMP). The term "best management practices" or "BMP" means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b). BMP also includes treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. In addition, ~~best management practices (BMP)~~BMP means activities, prohibitions, maintenance procedures, and other management practices to prevent or reduce the direct or indirect introduction of FOG into the public sewer.

Biochemical oxygen demand (BOD). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20° ~~-degrees Centigrade~~Celsius, usually expressed as a concentration (e.g., mg/l).

Building ~~Sewer~~sewer or lateral sewer. A sewer conveying the wastewaters of a discharger from a residence, building, or other structure to a community sewer, including direct connections to a community sewer where permitted by the City.

Categorical pretreatment standard or categorical standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Section 307(b) of the Act (33 U.S.C. § 1317) which applies to a specific category of users and which appear in 40 CFR 405—471.

Cesspool. A tank, box, or sump used for the receipt of crude sewage, containing no provision for the nitrification, clarification, or disposal of the sewage, or which discharges such sewage upon the open ground.

Chemical oxygen demand (COD). The measure of chemically ~~-decomposable~~ materials in domestic or industrial wastewaters as represented by the oxygen utilized as determined by the appropriate procedure described in "Standard Methods."

Chlorine demand. The amount of chlorine required to produce a free chlorine residual of 0.1 mg/l after a contact time of 15 minutes as measured by the Iodometric Method on a sample at a temperature of 20° ~~-degrees Centigrade~~Celsius in conformance with ~~"standard"~~Standard methodsMethods."

City ~~or council~~. The City of Yuba City public organization ~~or the City Council of Yuba City~~.

City Manager. The City Manager of the City of Yuba City.

Collecting sewer. Any City-owned sewer line discharging to another City-owned sewer line such as a trunk line.

Collection system. The portions of the public sewer/collecting sewer consisting of all pipes, sewers, and conveyance systems conveying wastewater to the ~~publicly-owned treatment works (POTW)~~, excluding ~~sewer~~-service lateral line connections which are not owned by the City.

Commercial building. Any structure, building, or enclosure designed primarily for commercial use other than residential or industrial.

Commercial user. Any user not defined as a residential or industrial user.

Community sewer system. The sewers owned and operated by the City. "Community sewer" shall mean that portion of the community sewer system which receives wastewaters from the service lateral of a discharger.

Compatible pollutant. The biochemical oxygen demand, suspended solids, and pH and fecal coliform bacteria, plus additional pollutants identified in the City's ~~National Pollutant Discharge Elimination System (NPDES)~~ permit.

Connection. The joining of any structure, building, or facility to any sewer line entering the sewer system of the City for the purpose of discharging sanitary or industrial sewage or wastes.

Contamination. Any impairment of the quality of the waters of the State by wastes to a degree which creates a hazard to the public health through poisoning or the spread of disease.

Council or City Council. City Council of the City of Yuba City.

County. The County of Sutter.

CPC. California Plumbing Code book, California Code of Regulations Title 24, Part 5.

Daily discharge. Daily discharge is defined as either:

- (1) The total mass of the constituent discharged over the calendar day (12:00 a.m. through 11:59 p.m.) or any 24-hour period that reasonably represents a calendar day for purposes of sampling, for a constituent with limitations expressed in units of mass; or
- (2) The unweighted arithmetic mean measurement of the constituent over the day for a constituent with limitations expressed in other units of measurement (e.g., concentration).

The daily discharge may be determined by the analytical results of a composite sample taken over the course of one day (a calendar day or other 24-hour period defined as a day) or by the arithmetic mean of analytical results from one or more grab samples taken over the course of the day.

For composite sampling, if one day is defined as a 24-hour period other than a calendar day, the analytical result for the 24-hour period will be considered as the result for the calendar day in which the 24-hour period ends.

Daily maximum. The arithmetic average of all effluent samples for a pollutant collected during a calendar day.

Daily maximum limit. The maximum allowable discharge limit of a pollutant during a calendar day. Where daily maximum limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limits are

expressed in terms of concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

~~Director of Public Works or Public Works Director. The Director of Public Works or Public Works Director of the City or such other person as may be designated by the Director of Public Works to perform the services or make the determinations permitted or required under this chapter to be made by the Director of Public Works.~~

Discharger. Any person who discharges or causes a discharge to a public sewer.

Dissolved solids. The solid matter in solution in the wastewaters, which and shall be obtained by the evaporation of a sample from which all suspended matter has been removed by filtration as determined by the procedures in "Standard Methods."

Dwelling unit. ~~Each suite of one or more rooms, which includes bathroom, kitchen, and sleeping facilities, intended to be used as separate living quarters. Any residence, apartment, habitation, or other structure customarily occupied by a single person or family and which contains facilities for the preparation of meals.~~

Effluent. The liquid outflow of any facility designed to treat, convey, or retain wastewaters.

Environmental Protection Agency (EPA). The U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of the agency.

Existing source. Any source of discharge, the construction or operation of which commenced prior to the publication by the EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

Fats, oils, and grease (FOG). Any substance such as a vegetable or animal product that is used in or is a byproduct of the cooking or food preparation process and that becomes or may become viscous, or solidifies or may solidify, with a change in temperature or other conditions.

FOG control program. A document prepared and implemented by the City to control FOG (fats, oils, and/or grease).

Food service establishment (FSE). Any facility which prepares and/or packages food or beverages for sale or consumption, on or off site, with the exception of private residences, including but not limited to food courts, food manufacturers, food packagers, restaurants, grocery stores, bakeries, lounges, bars, hospitals, hotels, nursing homes, churches, and schools.

Garbage. Any solid wastes from the preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

Grab sample. A sample which is taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed 15 minutes.

Grease-removal device(s). All food service establishments that discharge wastewater to the City's wastewater collection system are required to have City-approved and properly-sized grease-removal devices, also commonly referred to as "grease traps" or "grease interceptors."

Both devices are primary grease-removal devices that separate and retain free-floating fat, oil, and grease (FOG FOG). The differences between the two types of grease-removal devices are primarily the size and physical location of the unit.

Indirect discharge or discharge. The introduction of pollutants into the POTW from any non-domestic source regulated under Section 307(b), (c), or (d) of the Act.

Industrial wastewater or industrial user (IU). Shall mean as defined in Article 4 of this chapter.

Insignificant violation. Any violation that is not by definition defined as Significant Non-compliance (SNC).

Inspector. A person authorized by the Public Works Director to inspect wastewater generation, conveyance, processing, and disposal facilities.

Instantaneous maximum allowable discharge limit. The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composited sample collected, independent of the industrial flow rate and the duration of the sampling event.

Interference. A discharge, which alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes, or operations or its sludge processes, use, or disposal; and, therefore, is a cause of a violation of the City's NPDES permit (including an increase in the magnitude or duration of a violation) or causes the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any more stringent ~~State-state~~ or local regulations: Section 405 of the Act; the Solid Waste Disposal Act (SWDA), including Title II, commonly referred to as the Resource Conservation and Recovery Act (RCRA); any ~~State-state~~ regulations contained in any ~~State-state~~ sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act); the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

Lot or parcel. A lot or parcel of land consisting of one lot of record in one ownership.

Main sewer or sewer main. A portion of the community sewer system located in a street or public easement which receives wastewater from the service lateral of a discharger and is designated to accommodate more than one service lateral.

Maximum allowable concentration. The maximum concentration of a pollutant which may be discharged from an ~~industrial user (IU)~~IU into the City's collection system. Unless dictated by superseding regulations (i.e. national pretreatment or categorical standards), the maximum allowable concentration may be taken as a grab or composite sample at the discretion of the ~~Utilities~~Public Works Director.

Maximum allowable headworks loading (MAHL). The estimated maximum loading of a pollutant that can be received at a POTW's headworks without causing pass through or interference. The most protective (lowest) of the AHLs ~~(see definition)~~ estimated for a pollutant.

Maximum allowable industrial loading (MAIL). The estimated maximum loading of a pollutant that can be received at a POTW's headworks from all permitted industrial users and controlled sources without causing pass through or interference. The MAIL is usually calculated by applying a safety factor to the MAHL and discounting for uncontrolled sources, hauled wastewater, and growth allowance.

Medical waste. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

Monthly average. The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

Monthly average limit. The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

New source.

(~~a~~4) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(~~1~~i) The building, structure, facility, or installation is constructed at a site at which no other source is located; ~~or~~

(~~2~~ii) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(~~3~~iii) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

(~~b~~2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsection (~~a~~4)(~~1~~)~~b~~ or (~~a~~)(~~2~~)~~c~~ above but otherwise alters, replaces, or adds to existing process or production equipment.

(~~c~~3) Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

(~~1~~i) Begun, or caused to begin, as part of a continuous onsite construction program:

(~~i~~)~~A~~. Any placement, assembly, or installation of facilities or equipment; or

(~~ii~~)~~B~~. Significant site preparation work, including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment, ~~or~~

(~~2~~ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

Non-contact cooling water. Water used for cooling, which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

North American Industrial Classification System (NAICS). US Census Bureau business classification system.

Outside user. Any person responsible for the payment of sewer service fees for premises served outside the City limits.

Pass through. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from

other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation.

Person. Any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns. This definition includes all ~~Federal~~federal, ~~State~~state, and local governmental entities.

pH. A measure of the acidity or alkalinity of a solution, expressed in standard units.

Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal wastes, agricultural wastes, and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

Premises. Any lot, piece, or parcel of land, any building or other structure, or any part of any building or structure used or useful for human habitation or gathering or carrying on any business or occupation.

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

Pretreatment requirements. Any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard, imposed on an industrial user.

Pretreatment standard or standard. The terms "national pretreatment standard," "pretreatment standard," or "standard" mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(b) and (c) of the Act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to Section 403.5.

Private sewer. That portion of a sewer serving an independent sewage disposal system, not connected with a public sewer, and which accommodates one or more buildings or industries.

Prohibited discharge standards or prohibited discharges. Absolute prohibitions against the discharge of certain substances; these prohibitions appear in Section 6-5.207.

Publicly owned treatment works (POTW). A "treatment works," as defined by Section 212 of the Act (33 U.S.C. § 1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality as defined in Section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

Public sewer. The main line sewer constructed in a street, highway, alley, place, or right-of-way dedicated to public use. "Public sewer" shall not include a house connection sewer or ~~sewer lateral or~~ service lateral.

Public Works Director or ~~Director or Director of Public Works~~. The Public Works Director ~~or Director of Public Works~~ of the City or such other person as may be designated by the Public Works Director to perform the services or make the determinations permitted or required under this chapter to be made by the ~~Director of Public Works~~ Director.

Radioactive material. A material containing chemical elements that spontaneously change their atomic structure by emitting any particles, rays, or energy forms.

Receiving water quality standards. The requirements for City treatment plant effluent established by law or by State-state or Federal-federal regulatory agencies for the protection of receiving water quality. Said s"Standards" shall include effluent limitations and waste discharge standards, requirements, limitations, or prohibitions which may be established, amended, or adopted ~~from time to time~~ by State-state or Federal-federal laws or regulatory agencies.

Residential user. Any user whose premises are used solely for residential purposes.

Sanitary sewage. The waste discharging into the City sewage system which contains human or animal excreta.

Sanitary sewer overflow (SSO). Any overflow, spill, release, discharge, or diversion of untreated or partially-treated wastewater from a sanitary sewer system, including overflows or releases that reach waters of the United States, overflows or releases that do not reach the waters of United States, and backups into buildings and/or private property caused by conditions within the publicly owned portion of the sewer system.

Septic tank system. A system of reservoirs or tanks which receive sanitary sewage and by septic bacterial action affect the decomposition and settlement of settleable solids and the diversion of the septic liquid for clarification and purification which take place by further bacterial action in percolation ducts extending into natural or prepared porous subsoil beds.

Septic tank waste. Any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

Service lateral. A sewer conveying the wastewaters of a discharger from a residence, building, or other structure(s) to a community sewer, including direct connections to a community sewer where permitted by the City.

Sewage. Human excrement and gray water (household showers, dishwashing operations, etc.), which is a constituent of wastewater.

Sewage lift station. Any facility designed and constructed to raise wastewaters in elevation or to overcome head losses due to pipeline friction.

Sewage treatment plant. Any arrangement of devices and structures for treating sewage.

~~*Sewer main.* Portion of the community sewer system which receives wastewaters from the service lateral of a discharger.~~

Sewer System Management Plan (SSMP). A document prepared by the City that describes the activities to manage the wastewater collection system. ~~effectively.~~

Sewerage system or sewer system. The services and facilities for the treatment and disposal of industrial wastes and sanitary sewage.

Shall and may. "Shall" is mandatory and "may" is permissive.

~~*Side sewer or lateral sewer or service lateral.* A sewer conveying the wastewaters of a discharger from a residence, building, or other structure to a community sewer, including direct connections to a community sewer where permitted by the City.~~

Significant industrial user (SIU).

(4a) A user subject to categorical pretreatment standards; or a user that:

- (1) Discharges an average of 25,000 gpd or more of process wastewater to the POTW (excluding sanitary, non-contact cooling, and boiler blowdown wastewater);
 - (2) Contributes a process waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - (3) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (b2) The City may determine that an industrial user subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a significant industrial user on a finding that the industrial user never discharges more than 100 gpd of total categorical wastewater (excluding sanitary, non-contact cooling, and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:
- (1) The industrial user, prior to the City's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - (2) The industrial user annually submits the certification statement required in Section 6-5.402.F(b), together with any additional information necessary to support the certification statement; and
 - (3) The industrial user never discharges any untreated concentrated wastewater.
- (c3) Upon a finding that a user meeting the criteria in subsection (b)(2)a. has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may, at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

Slug load or slug discharge. Any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in Article 2 of this chapter. A slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits, or permit conditions.

Standard Industrial Classification Code (SIC). A classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

Standard Methods. The procedures described in the latest edition of "Standard Methods for the Examination of Water and Wastewater" as published by the American Public Health Association, the American Water Works Association, and the Water Environment Federation. Elements of wastewater strength shall be measured by "Standard Methods" unless otherwise expressly stated.

Standard specifications. A set of documents including standard details and special provisions containing design and construction standards for all sewerage works within the City. The edition of standard specifications in place at the time of permit issuance/approval shall rule.

Storm water or stormwater. Any flow occurring during or following any form of natural precipitation and resulting from such precipitation, including snowmelt.

Suspended solids. The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

Trade secrets. Any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented and is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

Trailer court. Any parcel of land designed for residential use with two or more mobile homes, travel trailers, pickup campers, or motor homes.

Trunk sewer. A sewer constructed, maintained, and operated by the City which conveys wastewaters to the City's treatment facilities and into which service laterals and collecting sewers discharge.

Uncontaminated water. Any wasted water of the community not contaminated or polluted with wastewaters and which is suitable or could readily be made suitable for discharge to the municipal stormwater drainage system.

User or industrial user. A source of indirect discharge. Also defined as any person responsible for the payment of the sewer service charges for premises served as provided in this chapter.

Waste. Sewage and any and all other waste substances, including gaseous or radioactive substances, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation of whatever nature.

Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater strength. The quality of wastewaters discharged as measured by its elements, including its constituents and characteristics.

Wastewater treatment plant, wastewater treatment facility, or water reclamation facility treatment plant. That portion of the POTW which is designed to provide treatment of municipal sewage/wastewater and industrial waste.

Article 2. - Rules and Regulations

Sec. 6-5.201. - Discharge into streams prohibited.

Treatment of waste is required. It shall be unlawful to discharge to any stream or watercourse any sewage, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with the provisions of this chapter.

Sec. 6-5.202. - Privies and septic tanks prohibited.

Except as herein provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, seepage pit, or other facility intended or used for the disposal of sewage.

Sec. 6-5.203. - Occupancy prohibited.

No building, industrial facility, or other structure shall be occupied until the owner of the premises has complied with all the rules and regulations of the City and this chapter.

Sec. 6-5.204. - New buildings requiring sewers.

Before a building permit may be issued for any new building to be situated within the City which requires sewage disposal, provisions shall be made by the applicant and/or the property owner to connect the building with the City public sewer system, all in accordance with the requirements of this chapter. Provisions to connect the building to the public sewer may include extension of the main sewer line at the property owner's expense if necessary to adequately serve the building as determined by the Public Works Director. The property owner shall be responsible for the proper maintenance of the service lateral, at property owner's expense, from the building(s) to the collecting sewer/community sewer, including the connection of the service lateral to the collecting sewer/community sewer.

(a) The Public Works Director may determine that extension of the public sewer to the new building is unfeasible due to distance and, upon approval, may allow the property owner to obtain authorization by the County Health Department to construct a septic system. In such cases, Section 6-5.207. shall then apply.

Sec. 6-5.205. - Existing buildings requiring sewage disposal.

Existing buildings situated within the City and requiring sewage disposal shall be required to be connected to the public sewer system of the City at the property owner's expense provided such public sewer is within 200 ~~feet~~^{ft} of the nearest point of the structure. Exceptions to this requirement may be permitted when the County Health Official finds that an existing septic tank system and/or private sewage disposal system is properly and adequately functioning; ~~h.~~ However, once the private sewage disposal system and/or septic tank system fails, for the structure which is within 200 ~~feet~~^{ft} of the serviceable public sewer line, a connection ~~shall be required~~ to the public sewer system ~~shall be required~~ at the property owner's expense. All fees shall be paid prior to issuance of a building permit. The property owner shall be responsible for the proper maintenance of the service lateral, at property owner's expense, from the building(s) to the collecting sewer/community sewer, including the connection of the service lateral to the collecting sewer/community sewer.

Sec. 6-5.206. - Ownership of the service lateral.

Every user of the community sewer system shall be connected to the City sewer main by a sewer service lateral. Sewer service laterals shall be installed, properly maintained, and repaired by the owner of the property which the lateral serves. The entire sewer service lateral from the building connection to and including the wye connection to the sewer main shall be the owner's responsibility to install, properly maintain, and repair.

All persons using the community sewer system of the City shall pay for such service and for the privilege of connecting to the sewer at the rates, at the times, and under the conditions set forth in this chapter and shall comply with all of the regulations set forth in this chapter relating to the use of such sewer system

All sewer service laterals connecting a user, whether a single-family residence, commercial building, or other structure, to a City-owned sewer main located in the public right-of-way or easement shall be owned, maintained, and repaired by the owner of the property being served, from and including the lateral's connection point at the City sewer main to the building or other point of use on the property. This includes both the portion on private property and the portion located beneath the sidewalk and street or any other public right-of-way or easement areas

such as alleys, trails, and landscape areas, up to and including the point where the lateral connects to the City sewer main.

The City shall have the right to conduct maintenance inspection and/or repairs to the ~~side sewer or~~ service lateral if needed, and it shall be the property owner's obligation to reimburse the City for the actual cost of such repair and inspection. The City may enforce the obligation to reimburse under Article 7 of this chapter, as well as Chapter 2 of Title 1 of this Code.

Sec. 6-5.207. - Private sewage disposal systems.

- (a) *Private sewer system allowed.* When it has been determined by the Public Works Director that a building may be connected to a private sewage disposal system, the private system shall comply with the provisions of this chapter.
- (b) *Permits required.* Before the commencement of the construction of a private sewage disposal system, the owner shall first obtain a written permit signed by the ~~Director of~~ Public Works Director, the County Health Department, and any other ~~permit required agency or person(s) required by the permit.~~
- (c) *Inspections required.* A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the ~~Director of~~ Public Works Director and the County Health Department. The City shall be allowed to inspect the work at any stage of the construction, and, in any event, the applicant for the permit shall notify the City and County Health Department when the work is ready for final inspection and before any underground portions are covered.
- (d) *Design requirements.* The type, capacities, locations, and layout of a private sewage disposal system shall comply with all the recommendations of the Department of Public Health of the State and the County Health Department. No septic tank or cesspool shall be permitted to discharge to any public sewer or any stream or watercourse. In addition, the private sewage disposal system shall meet all of the applicable local, ~~State~~state, and ~~Federal~~federal design requirements at the time of construction.
- (e) *Abandonment of facilities.* At such time as a public sewer becomes available to a property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with the laws, rules, and regulations of the City, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material as determined by the ~~Director of~~ Public Works Director and County Health Department. In addition, all other applicable local, ~~State~~state, and ~~f~~Federal requirements shall apply to appropriately abandon the facility.
- (f) *Costs of maintenance by owners.* The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the City.
- (g) *Additional requirements.* No statement contained in this chapter shall be construed to interfere with any additional requirement that may be imposed by any law, ordinance, rule, or regulation, or by the City or the County Health Department or the State.

Sec. 6-5.208. - Prohibited discharge standards.

- (a) *General prohibitions.* No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through, interference, or ~~cause~~ blockage(s) in the sanitary sewer system. These general prohibitions and the specific prohibitions in paragraph (b) below apply to all users of the POTW whether or not they are subject to

categorical pretreatment standards or any other national, ~~State~~state, or local pretreatment standards or requirements.

(b) *Specific prohibitions.* No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

- (1) Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140° ~~-degrees Fahrenheit~~ (60° ~~-degrees Centigrade~~Celsius) using the test methods specified in 40 CFR 261.21;
- (2) Pollutants which will cause corrosive structural damage to the POTW, but in no case discharges with pH lower than 5.0 or more than 11.5, unless the works is specifically designed to accommodate such discharges;
- (3) Solid or viscous pollutants in amounts, as determined by the City, which will cause obstruction of the flow in the POTW resulting in interference but in no case, solids with a diameter greater than 1/4 in~~one-quarter inch~~;
- (4) Any pollutant, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
- (5) Wastewater having a temperature at the point of discharge which will inhibit biological activity in the treatment plant resulting in interference, but in no case, wastewater which causes the temperature at the introduction into the treatment plant to exceed 104° ~~-degrees Fahrenheit~~ (40° ~~-degrees Centigrade~~Celsius);
- (6) Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
- (7) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (8) Trucked or hauled pollutants, except at discharge points designated by the Public Works Director in accordance with Section 6-5.406.D of this chapter;
- (9) Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;
- (11) Wastewater containing any radioactive wastes or isotopes except in compliance with applicable ~~State~~state or ~~Federal~~federal regulations;
- (12) Storm~~-~~water, surface water, ground~~-~~water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, non-contact cooling water, and unpolluted wastewater, unless specifically authorized by the Public Works Director;
- (13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (14) Medical wastes, except as specifically authorized by the Public Works Director in a wastewater discharge permit;

- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
- (17) Fats, oils, or greases (FOG) of animal or vegetable origin in concentrations greater than 100 mg/l; or which will cause interference or pass through at the POTW or which will cause (i) any visible sheen on the surface of the discharged wastewater; (ii) any buildup of fats, oils, or grease in any portion of the POTW; or (iii) any obstruction of the POTW;
- (18) FOG, as defined by the City's FOG control program and/or Public Works Director;
- (19) Wastewater causing two readings on an explosion hazard meter at the point of discharge, or at any point in the POTW, of more than 5% or any single reading over 10% of the lower explosive limit of the meter;
- (20) Releases of ~~Pollutants-pollutants~~ which, either singly or by interaction with other pollutants, causes contamination of sludge which prevents its use or disposal in accordance with the City's NPDES permit;
- (21) Cementitious materials;
- (22) Any solid or viscous substance or particles in a quantity, either by itself or in combination with other wastes, that is capable of obstructing flow or impairing the performance of the POTW;
- (23) Any wastewater containing strong acid iron pickling, or concentrated plating solutions, whether neutralized or not;
- (24) The discharge of any radiological, chemical, or biological warfare agent or high-level, radiological waste.
- (25) Rags, non-flushable wipes, diapers, and other hygiene products which do not biodegrade effectively which therefore may obscure flow or impact performance of the POTW in quantity or in combination with other wastes.

- (c) The foregoing discharge prohibitions are not exclusive and shall be in addition to any prohibitions or requirements specified in any other provision of this ~~Ce~~code or any other applicable statute, regulation, ordinance, or other governmental requirement.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW or storm-water collection system.

Sec. 6-5.209. - Pretreatment local limits.

- (a) The Public Works Director is authorized to establish ~~l~~Local ~~l~~Limits pursuant to 40 CFR 403.5(c).
- (b) In addition to general and specific prohibitions and other regulatory requirements listed in Chapter 5 of Title 6 of this ~~e-Yuba City Municipal~~ Code, pretreatment local limits are established to protect against pass through and interference. These constituents and their MAIL limit can be found in the latest technically based local limit development document (TBLLDD). Constituents listed in the TBLLDD will be apportioned according to flow volume discharge limitations defined in individual wastewater discharge permits. All loadings for

metals are for "total" metals unless indicated otherwise. Categorical discharge limits apply at the discharge point from each specified regulated process. The Public Works Director will impose mass-based, concentration-based, and/or production-based limitations for controlling pollutant loading to the POTW. Maximum allowable quantities of pollutants not listed in this subsection may be determined by the Public Works Director based on applicable water quality criteria or as determined by legally established and approved scientific methods.

- (c) The Public Works Director may develop best management practices (BMPs), by ordinance or in individual wastewater discharge permits, to implement local limits and the requirements of Section 6-5.208.

(d) The established local limits are subject to change and shall be modified as needed based on regulatory requirements and standards, WWTF operation, performance, and processes, the industrial user base, potable water quality, and domestic wastewater characteristics.

Sec. 6-5.210. - National categorical pretreatment standards.

The categorical pretreatment standards found in 40 CFR 405—471 are hereby incorporated.

- (a) Where a categorical pretreatment standard is expressed only in terms of either the mass or the concentration of a pollutant in wastewater, the Public Works Director may impose equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).
- (b) When wastewater subject to a categorical pretreatment standard is mixed with wastewater not regulated by the same standard, the Public Works Director shall impose an alternate limit using the combined waste stream formula in 40 CFR 403.6(e).
- (c) A user may obtain a variance from a categorical pretreatment standard if the user can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by the EPA when developing the categorical pretreatment standard.
- (d) A user may obtain a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15.
- (e) Discharging categorical industrial users (CIUs) shall monitor for all constituents listed in the Code of Federal Regulations (40 CFR 405—471). Wastewater discharged from such users shall be subject to any limitations therein which are not included in the local limits section of this chapter.
- (f) Any non-discharging (excluding sanitary, non-contact cooling, and boiler blow down wastewater, unless specifically included in the pretreatment standard) industrial user subject to the national categorical pretreatment standards found at 40 CFR 403 et seq. may be issued zero-discharge permits.

Sec. 6-5.211. — ~~California State~~State of California pretreatment standards.

~~California State~~State of California pretreatment standards located at CCR Title 23, Division 7, Chapter 5.5, Sections 13370 through 13389 of the Porter Cologne Water Quality Control Act are hereby incorporated.

Sec. 6-5.212. - Right of entry: inspection and sampling.

The Public Works Director and/or designee shall have the right to enter the premises of any user, upon providing proper credentials and identification, to determine whether the user is complying with all requirements of this chapter and any wastewater discharge permit or order issued hereunder. Users shall allow the Public Works Director or designee ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties. Access shall be provided at any time the premises are staffed with production underway.

- (a) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Public Works Director and/or designee will be permitted to enter without delay for the purposes of performing specific responsibilities.
- (b) The Public Works Director and/or designee shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- (c) The Public Works Director and/or designee may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at their own expense. All devices used to measure wastewater flow and quality shall be calibrated annually or more often as deemed necessary by the POTW.
- (d) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Public Works Director and/or designee and shall not be replaced. The costs of clearing such access shall be borne by the user.
- (e) Unreasonable delays in allowing the Public Works Director and/or designee access to the user's premises shall be a violation of this chapter.

Sec. 6-5.213. - Search warrants.

If the Public Works Director and/or designee has been refused access to a building, structure, or property, or any part thereof, and is able to demonstrate probable cause indicating a violation of this chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program of the City designed to verify compliance with this chapter or any permit or order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the Public Works Director may seek issuance of a search warrant from the Superior Court of California, County of Sutter.

Sec. 6-5.214. - City of Yuba City's right of revision and right to deny or condition increased contribution of changes in nature of pollutants.

The City reserves the right to establish, by ordinance or in wastewater discharge permits, additional or more stringent standards or requirements on discharges to the POTW. Additionally, the City reserves the right to deny or condition new or increased contributions of pollutants flow, or changes in the nature of pollutants to the POTW by industrial users where such contributions do not meet applicable pretreatment standards and requirements or where such contributions may cause the POTW to violate its NPDES permit.

Sec. 6-5.215. - Dilution.

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Public Works Director may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements or in other cases when the imposition of mass limitations is appropriate.

Sec. 6-5.216. - Excessive sewer maintenance expense.

No person shall discharge, or cause to be discharged either directly or indirectly, any waste that creates a stoppage, plugging, breakage, any reduction in sewer capacity, or any other damages to the sewers or sewerage facilities of the City. Any excessive sewer or sewerage maintenance expense, or any other expense attributable thereto, will be charged to the offending discharger by the City.

Any refusal to pay excessive maintenance expenses duly authorized by the ~~Director of Public Works~~ Director shall constitute a violation of this chapter, and may be enforced as authorized by this Code.

Sec. 6-5.217. - Outside sewers.

- (a) *Permits and fees.* Permission shall not be granted to connect any lot or parcel outside the City to any public sewer in or under the jurisdiction of the City unless a permit therefore is obtained from the City. Such permits shall be approved by the Council. The connection impact fees shall be paid at the option of the developer/applicant at either the issuance of the building permit or at certificate of occupancy for a proposed development project, not at the date of application for a permit. The amount of the impact fees to be paid shall be those fees in effect at the time the fees are paid at either the issuance of a building permit or certificate of occupancy. Exceptions to this requirement may be negotiated between the developer and the City as part of the entitlement and agreement process, subject to City Council approval. The City may require the developer/applicant to pay, as determined by the Public Works Director, inspection fees at the time of building permit.
- (b) *Connection agreements.* In no event shall such permission be granted unless the applicant shall first enter into a contract in writing whereby they shall bind themselves, and their heirs, successors, and assigns, to abide by all laws, rules, and regulations in regard to the manner in which such sewer shall be used and the manner of connecting therewith, and also shall agree to pay all fees required for securing the permit and a monthly fee in the amount set forth by the City for the privilege of using such sewer.
- (c) *Special outside agreements.* Where special conditions exist relating to an outside sewer, they shall be the subject of a special contract between the applicant and the City, subject to approval by the City Council.

Sec. 6-5.218. - Containment and notification of prohibited discharge.

Any person owning or occupying premises in the City who has knowledge of any discharge from the premises that is prohibited by the provisions of this article and that has entered or will

enter the public sewer system, shall immediately take all reasonable action to contain and abate the discharge and shall notify the City immediately.

Sec. 6-5.219. - Disclaimer of liability.

The requirements set forth herein are minimum standards and this chapter does not imply that a wastewater discharge that complies with this chapter will necessarily comply with all other applicable statutes, regulations, ordinances, or other governmental requirements. This chapter shall not create or impose any liability on the City, its officers, or employees for any damages that result from reliance on this Code or any administrative decision lawfully made hereunder.

Sec. 6-5.220. - Interceptor for other businesses.

The Public Works Director and/or designee may require businesses other than food service establishments to install ~~fat, oil, or grease~~ FOG and/or sand interceptors in accordance with the City's FOG control program and/or when, in the opinion of the Public Works Director, ~~an interceptor or interceptors~~ interceptor(s) and/or clarifier(s) are necessary for the proper handling of liquid wastes containing fat, oil, or grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. Such interceptor(s)/clarifier(s) shall be installed, operated, and maintained at no costs to the City, shall be of a type and capacity approved by the Public Works Director and/or designee, and shall be located as to be readily and easily accessible for cleaning and inspection.

Clarifier(s) and/or interceptor(s) utilized at a commercial automotive service facility or commercial vehicle washing facility or automotive wash rack shall be pumped out by a licensed hauler at a minimum of every 365 days. The Public Works Director or designee may require an increased pump out frequency as deemed necessary.

Sec. 6-5.221. - Discharge of groundwater into the City sewer system.

The Public Works Director may at his or her sole discretion approve a request to discharge groundwater into the City sewer system, upon execution by the person proposing the discharge of a written agreement signed and approved by the Public Works Director, specifying the terms and conditions that apply to the discharger and the discharge, and subject to the payment of any applicable charges and fees and such other requirements as may be imposed by the City or any other public agency. Any person violating any provision of the agreement shall be subject to administrative penalties pursuant to appropriate ~~article/section~~ section of this Code, in addition to any other penalty or remedy provided by the agreement, this Code, or any other provision of any applicable statute, regulation, or ordinance.

Sec. 6-5.222. - Food service establishment (FSE) requirements.

All FSEs shall comply with such ~~best management practices~~ (BMP) requirements as outlined in the FOG control program and/or may be established from time to time by resolution of the City Council and/or Public Works Director.

Sec. 6-5.223. - Operations and maintenance of sanitary sewer system assets located within sewer easements.

The City shall have the right to operate, inspect, maintain, and repair sewer system assets located within the sewer easements.

Article 3. - Sewer Construction

Sec. 6-5.301. - Building sewers, ~~lateral sewers~~/service laterals_s, and connections.

- (a) *Permits required.* No person shall construct a building sewer or ~~lateral sewer~~/service lateral or make a connection with any public sewer without first obtaining a written permit from the City and paying all the fees and connection charges as required there~~by~~_{in}.
- (b) *Design and construction requirements.* The design and construction of building sewers and ~~service~~ laterals~~s~~_s, including the connections, shall be in accordance with the requirements of the City, latest edition of ~~the~~ International Building Code and California Plumbing Code, and in accordance with the ~~City's~~ standard specifications.
- (c) *Separate sewers.* No two adjacent buildings fronting on the same street shall be permitted to join in the use of the same ~~side sewer~~~~service lateral~~. Every building or industrial facility shall be separately connected with a public sewer if such public sewer exists in the street upon which the property abuts or in an easement which will serve such property.
 - (1) ~~However, One~~ or more buildings located on property belonging to the same owner may be served, upon approval of the Public Works Director, with the same ~~side sewer~~~~service lateral~~ during the period of such ownership. Upon the subsequent subdivision and sale of a portion of such lot, the portion not directly connected to such public sewer shall be separately connected to a public sewer after obtaining appropriate permit from the City, and it shall be unlawful for the owner thereof to continue to use or maintain such indirect connection. All fees_s and charges associated with the separation shall be paid prior to any construction work related to the separation.
 - (2) Should adjacent buildings or parcels belonging to different owners share an existing service lateral, the property owners shall be required to separate and build separate laterals to each building or parcel upon the failure of the shared-use lateral. Repairs to a shared-use lateral may only be made by permission of the Public Works Director.
- (d) *Old building sewers.* Old building sewers may be used in connection with new buildings only when they are found, upon inspection and test, to meet all the requirements of the City₁, by permission of the Public Works Director. Anyone wishing to utilize existing or old ~~sewer~~ ~~service~~ laterals must submit supportive documentation such as pipe TV analysis and any other tests required by the City. The applicant shall be responsible for all costs associated with this application including preparation of the required supportive documents.
- (e) *Cleanouts.* Cleanouts in building sewers shall be provided in accordance with the latest edition of California Plumbing Code, ~~additional City requirements and~~ the standard specifications, and any other City requirements. All cleanouts shall be maintained watertight.
- (f) *Sewers too low.* In all buildings in which any building sewer is too low to permit gravity flow to the public sewer, the sanitary sewage carried by such building sewer shall be lifted by artificial means approved by the ~~Director of~~ Public Works Director through an agreement with the conditions and discharged to the public sewer at the expense of the owner. The owner shall be responsible for the proper operation and maintenance of such system at his/her own expense.

- (g) *Connections to public sewers.* The connection of the ~~lateral sewer~~/service lateral into the public sewer shall be made in accordance with the standard specifications and other City requirements and at the applicant's expense. The property owner shall be obligated to install and maintain the ~~sewer-service~~ lateral at his/her sole expense from the sewer main to the building being served. Where the City has partially constructed the service lateral from the main to the property line in order to avoid the further or future tearing up of the streets, it shall be the property owner's obligation to reimburse the City for the actual cost of that portion of the sewer service lateral constructed by the City. Property owners shall be solely responsible for the entire cost of the sewer service lateral from the main to the building being serviced, which shall be collected at the time of the connection to the public sewer system. The connection to the public sewer shall be made in the presence of a City inspector and under their supervision and direction. Any damage to the public sewer shall be repaired in conformance with the standard specifications and other City requirements at the cost of the applicant.
- (h) *Maintenance of ~~side-sewers~~service lateral.* ~~Side-sewers~~Service laterals shall be maintained by the owner of the property served thereby. The City shall have the right to conduct maintenance inspection, and/or repair to the ~~side-service~~ ~~wer or~~ lateral if needed, and it shall be the property owner's obligation to reimburse the City for the actual cost of such repair and inspection. Failure to reimburse the City shall be addressed as established by Municipal Code Section 6-5.206 of this Code.
- (i) *Testing.* All building sewers and ~~service~~ lateral~~s-sewers~~ shall be tested in accordance with the standard specifications.
- (j) *Prohibited cross connections.* Sanitary sewer pipes shall not be connected to the storm-drain system. The discharge of sanitary sewer/wastewater to the storm-drain system is prohibited. It shall be the property owner's responsibility to avoid any cross connections during construction. This condition is applicable in all the circumstances, unless exceptions are approved by the Public Works Director, even if the improvement plans/drawings and construction work are approved by the City. ~~The Public Works Director reserves the right to notify the property owner(s), after the date of adoption of this chapter, where the cross connection do exist, to eliminate the cross connections if necessary in the opinion of Public Works Director.~~ The discharge of sanitary sewer/wastewater to the storm-drain system is prohibited.
- (1) The Public Works Director may notify and require property owner(s) with cross connections to eliminate the cross connection, and install backflow prevention devices, at the property owner(s) expense if the elimination is reasonably necessary as determined by the Public Works Director.
- (k) *Maintenance and repair; indemnity.*
- (1) The property owner shall maintain in good condition, and shall be responsible, regardless of the cause, for all required repairs to the customer's private sewer line and all other sewer pipe(s) and appurtenances on property owner's premises. Property owner shall comply with all requirements under this ~~Ce~~code prior to excavating anywhere within the public right-of-way for the purpose of maintaining and/or repairing the private sewer line.
- (2) The property owner shall indemnify, defend, and hold harmless the City, its officers, and employees from and against any and all claims, actions, costs (including attorney fees), damages, or other liability arising from the condition, operation, maintenance, or

repair of any sewer line, pipe, or appurtenance that the owner is required to maintain and repair hereunder.

(l) *Private sewer lines—No infiltration or leaks.*

- (1) If any private ~~sewer line/sewer service~~ lateral is found to have a leak or defect that could result in infiltration and/or contamination of ground water or storm runoff, or a result in a wastewater leak or overflow, and the Public Works Director determines that the leak or defect should be repaired to protect the public health, welfare, or safety, or any regulatory agency requires the leak or defect to be repaired, the Public Works Director may notify the owner of the property where the private sewer line is located that the owner must repair the line, and the owner of the line shall promptly upon notification repair the line to the satisfaction of the City. The City may require reasonable inspection of work performed and the property owner shall be responsible to pay fees/costs associated with these inspections.
- (2) If the owner of the property where the private sewer line is located fails to ~~do~~ make the determined repairs, the condition resulting from the leak or defect in the private sewer line shall be deemed to constitute a public nuisance, and the Public Works Director shall be authorized to commence and carry out proceedings for abatement of the condition and repair of the leak or defect. When, in the opinion of the Public Works Director, the leak or defect causes or threatens to cause a condition that presents an imminent danger to the public health, safety, or welfare, or the environment, or a violation of an NPDES permit, the Director may summarily abate the condition and repair the leak or defect. The owner shall be liable for the costs incurred by the City for any abatement and repair, including any related inspection and testing costs, arising from the leak or defect, and the cost therefor shall be invoiced to the owner. If the invoice is not paid within 360 days, the Public Works Director may commence proceedings for recovery of these costs in accordance with the provisions of this Code.

(i) Nuisance abatement and cost recovery shall be in accordance with Title 4 Chapter 8 – Nuisance Abatement Code of this Code.

- (m) *Private sewer lines.* Private sewer lines serving two or more buildings or structures located on the same lot or parcel, and all appurtenances thereto, that are not maintained by the City, shall be constructed to meet the City standards of construction of public sewer lines, unless different standards are approved by the Public Works Director.
- (n) *Separate connection requirement for each commercial and industrial business.* Separate sewer connection is required for each commercial and industrial business regardless of the single and/or multiple ownership of the property location of the business. For example, if there are four businesses on one property owned by one owner, then four separate sewer connections are required. Exceptions to this requirement may be made by the Public Works Director on a case-by-case basis as determined to be reasonably necessary. Calculation and payment of connection impact fee/charge may be paid if business were a single business. Total fee shall be paid prior to any connection to the POTW pipelines.
- (o) *Warranty; indemnity.* In addition to other applicable conditions and requirements, the applicant and/or contractor shall comply with the City's standard specifications and special provisions for warranty and indemnity.
- (p) Septic tank effluent pumping system. Certain properties within the City may be served by a Septic Tank Effluent Pumping (STEP) system, which is located on private property and

owned by the subject property owners; however, the City is responsible for the STEP system operation.

(1) The City shall maintain the system, including both preventative maintenance and repair, of all STEP equipment downstream of the house wastewater connection, at the septic tank. Equipment shall include pumps, filters, piping, associated electrical equipment, and other components required to keep the existing STEP system in operation.

(2) It is the responsibility of the property owner(s) to notify the City of Yuba City immediately upon notice of any problems or concerns with the STEP system.

Sec. 6-5.302. - Public sewer construction.

- (a) *Permits required.* No person shall construct, extend, or connect to any public sewer without first obtaining a written permit from the City and paying all the fees and connection charges and furnishing the bonds as required therein. Such fees shall include, but are not ~~be~~ limited to, plan check and inspection fees, which ~~plan check and inspection fees~~ shall be based upon the City's adopted fee schedule. Costs shall be based upon the engineer's estimate or awarded contractor's bid, as approved by the City, and deducting therefrom the amount of any City contribution to the work of construction for oversizing or over-width. The provisions of this section requiring permits shall not be construed to apply to contractors constructing sewers and appurtenances under contracts awarded and entered into by the City.
- (b) *Design and construction standards.* The minimum standards for the design and construction of sewers within the City shall be in accordance with the standard specifications and this article. The ~~Director of~~ Public Works Director may permit modifications or may require higher standards where unusual conditions are encountered.
- (c) *Plans, profiles, and specifications required.* The application for a permit for public sewer construction shall be accompanied by a complete set of plans, profiles, and specifications, complying with all applicable laws, rules, and regulations of the City, prepared by a civil engineer registered in the State of California, showing all details of the proposed work based on an accurate survey of the ground. The application, together with the plans, profiles, and specifications, shall be examined by the ~~Director of~~ Public Works Director, who shall approve them as filed or require them to be modified as ~~hethey~~ deems necessary for proper installation. When the ~~Director of~~ Public Works Director is satisfied that the proposed work is proper and the plans, profiles, and specifications are sufficient and correct, ~~hethey~~ shall order the issuance of a permit predicated upon the payment of all connection charges and fees and furnishing the bonds and deposits as required by the City. The permit shall prescribe such terms and conditions as the ~~Director of~~ Public Works Director finds necessary in the public interest.
- (d) *Subdivisions.* The requirements of this chapter shall be fully complied with before any final subdivision map shall be approved by the City. The final subdivision map shall provide for the dedication for public use of streets, easements, or rights-of-way in which public sewer lines are to be constructed.
- (e) *Easements or rights-of-way.* In the event an easement is required for the extension of the public sewer or the making of connections, the applicant shall procure and have accepted by the City a proper easement or grant of right-of-way having a minimum width sufficient ~~byin~~ law to allow the laying and maintenance of such extension or connection.

- (f) *Persons authorized to perform work.* Only properly licensed contractors with all required permits shall be authorized to perform the work of public sewer construction within the City. All terms and conditions of the permit issued by the City to the applicant shall be binding on the contractor. The requirements of this section shall apply to ~~side-sewers~~service laterals installed concurrently with public sewer construction.
- (g) *Compliance with other regulations.* Any person constructing a sewer within a street shall comply with all ~~State~~state, County, or City laws, ordinances, rules, and regulations pertaining to the cutting of pavement; the opening, barricading, lighting, and protecting of trenches; and the backfilling and repaving thereof, and shall obtain all permits and pay all fees required by the ~~department~~Department having jurisdiction prior to the issuance of a permit by the City.
- (h) *"As-built" drawings.* As a condition of final acceptance by the City, copies of "as-built" drawings showing the actual locations and depth of all mains, structures, wyes, laterals, and other changes to the construction drawings shall be filed with the City.
- (i) *Completion of sewerage works required.* Before accepting any sewerage works by the City and prior to the admission of any sewage into the system, the sewerage works shall be tested and shall be completed in full compliance with all the requirements of the standard specifications and to the satisfaction of the ~~Director of Public Works~~Director.
- (j) *Reimbursement agreements.* Where the cost of the public sewer main extension has been deposited or paid by the person making such extension, the City may thereafter collect from any person connecting to such extension, except the person originally installing such extension, that portion of the cost of such extension as approved by the City in the reimbursement agreement. All reimbursement agreements shall be approved by Council.

Such sums as are thus actually received by the City shall be paid by the City to the person originally making such extension, but the City shall in no way be obligated to ~~assure~~ensure that the person making such extension is paid the total cost thereof nor to initiate any action nor incur any expense to collect any sum to be paid such person; nor shall such refund be made from any other revenues of the City. Where more than one person contributes toward the making of the extension, such sums as are actually collected shall be refunded to such persons, pro rata, according to the amounts which they severally contribute towards the cost of the extension and pursuant to the preceding plan. Reimbursement agreement(s) shall not exceed 15 years in duration or as approved by the City Council.

- (k) *Special reimbursement agreement.* Where special conditions exist, in the opinion of the City, relating to any agreement pursuant to this chapter, they shall be the subject of a special contract between the City and the person making the public sewer main extension. Said agreement shall be approved by Council.

(l) *Extent.* All public sewer extensions shall extend to the far property line of developed property, unless otherwise approved by the Public Works Director.

Sec. 6-5.303. - Sanitary sewer design requirements.

- (a) *Design calculations.* Design calculations submitted for City review shall be in a neat, acceptable form and shall indicate the date and the signature of the supervising engineer and ~~State~~state registration number.
 - (1) *When required.* Design calculations will be required for all subdivision sewers ~~with a total ultimate tributary area of 50 acres or more~~ or where, in the judgment of the

~~Director of~~ Public Works Director, they are necessary. Design calculations shall include all possible sewage flows.

- (2) *Sewers and pipelines.* Design calculations for sewers and pipelines shall be presented in tabular form and shall include the following information for each section of sewer: the terminal manhole designation, ground elevations at the terminal manholes, incremental and cumulative tributary areas, incremental and cumulative tributary population, incremental average and maximum domestic sewage flow, incremental infiltration allowance, cumulative design flow, invert elevations ~~of~~ terminal manholes, length of sewer run, and sewer size, slope, capacity, and velocity.
- (3) *Pumping stations.* Design calculations for pumping stations shall include soils data, structural design calculations, hydraulic calculations (~~including the basis for average and peak flows~~), calculations for wet-well volumes, curves indicating force-main characteristics, and individual and combined pump-head capacity curves.

(b) *Unit design factors.*

(1) *Sewage flow.*

- (i) ~~Per capita domestic sewage flow. The following criteria shall be used to estimate the average daily flows:~~
 - A. ~~110 gallons per person per day;~~
 - B. ~~Three persons per dwelling unit (DU);~~
 - C. ~~Six dwelling units per acre; or All gravity sewers shall be sized to carry the Design Peak Hour Wet Weather Flow, as predicted by the current hydraulic model of the collection system, at a maximum d/D ratio of 0.8.~~
 - D. 2,000 gallons per acre.
- (ii) *Approval of estimated flows.* All the estimated ~~daily-average~~ flows for any design work should be approved by the Public Works Director. ~~Public Works Director shall have the right to change the above listed criteria to estimate the daily average flows depending on the development/project type.~~

(c) *Gravity sewers.*

- (1) *Minimum size: main sewers.* The minimum diameter for the main sewer shall be ~~8~~ six inches. The use of ~~six-inch~~ 6 in pipe ~~shall be limited, however, may be authorized subject~~ to the following conditions:
 - (i) No possibility of future extension;
 - (ii) Maximum tributary population of 260; and
 - (iii) Minimum slope on dead-end runs of 0.5%.
- (2) *Minimum size: ~~service laterals~~ side sewers.* The minimum diameter for sewer services shall be ~~four inches~~ 4 in. For ~~side sewers~~ service laterals serving commercial or industrial buildings or multiple family living units, the minimum diameter shall be as required by the applicable sections of the currently adopted Uniform Plumbing Code.
- (3) *Minimum slopes.* For ~~side sewers~~ service laterals, the minimum slope shall be 2% for ~~four-inch~~ 4 in and one percent for ~~six-inch~~ 6 in pipe. For main sewers, the minimum slope shall be that required to obtain a velocity of ~~2 ft~~ two feet per second when the sewer is flowing full or one-half full. Pipelines that are expected to flow less than half-full throughout their life, or for more than 10 years, shall be constructed at a greater

slope where feasible, in order to promote self-cleaning velocities in the partially full pipe. For the purposes of computing velocity, the Manning's coefficient of roughness "n" shall be .013.

- (4) *Steep slopes.* For main sewers installed on steep slopes, special design features may be required. Depending upon conditions of the specific installation, such items as underdrains, check dams, special anchorage, or special pipe material may be required. Based upon the data supplied, the ~~Director of~~ Public Works Director will assess each case and recommend certain special requirements.
- (5) *Minimum depth.* The minimum depth of cover for any public sewer shall be 3 ft three feet. If it is impossible to obtain the specified minimum depth, the sewer shall be encased in concrete, or other acceptable protective measures shall be taken. For sewer services, the minimum depths of cover shall be 3 ft three feet at the property line. Where the minimum depths of cover set forth in this subsection are impossible to obtain, concrete encased pipe or other suitable protection shall be required.
- (6) *Manholes.* Manholes shall be provided at every line or grade change and at every point where the sewer changes size. In addition, manholes shall be provided at maximum intervals of 400 ~~feetft~~, in sewers 12 ~~inches~~ in diameter and smaller, and 500 ~~feetft~~ in sewers larger than 12 ~~inches~~ in diameter.
- (7) *Cleanouts.* Cleanouts will be permitted only on dead-end runs where the length of sewer downstream to the next manhole is less than 300 ~~feetft~~.
- (8) *Types of pipe permitted.* The types of pipe permitted for sanitary sewers shall be as indicated in Ssection 15 of the standard special provisions or as approved by the Public Works Director. The ~~Director of~~ Public Works Director shall make sole determination of the types of pipe permitted for ~~be the sole judge as to what types of pipe may or may not be used for~~ each specific project.
- (9) *Cleanouts and sewer services.* Each sewer service shall have a cleanout installed as set forth in the current Uniform Plumbing Code.
- (d) *Force mains.* Force mains shall be designed using a Hazen-Williams coefficient of roughness "C" of 100.
- (e) *Pumping stations.* Pumping station designs vary according to the location and nature of flows. Each specific design shall be in general accordance with similar designs of existing pumping stations. The design parameters shall be thoroughly reviewed with the ~~Director of~~ Public Works Director prior to commencing with the detailed design. The ~~Director of~~ Public Works Director shall be the sole judge as to all design features for pumping stations.
- (f) *Construction specifications and details.* The construction of sanitary sewers and related facilities shall be in accordance with Ssections 13 and 15 of the latest edition of the City standard special provisions and with the applicable City standard drawings.
 - (1) *Ratio of peak to average flow.* ~~Following factors shall be used for the peaking factors.~~
 - (i) ~~Peak hour = 2.0 (ratio of peak hour to average day flow = 2.0)~~
 - (ii) ~~Peak day = 1.3 (ratio of peak day to average day flow = 1.3)~~
 - (iii) ~~Peak day peak hour = 2.6 (peak day peaking factor × peak hour peaking factor)~~

~~The Public Works Director shall have the right to approve the new peaking factors depending on the project type, location and other appropriate factors. Peaking hours~~

and calculations shall be per the City's current Wastewater Treatment Facility and Collection System Master Plan.

- (2) *Industrial sewage flow.* Sewage flow for industrial areas shall be determined ~~by the proposed type of industry. If the type of industry is unknown, 2,000-gallon-per-acre-per-day average design flow shall be used. In addition, above listed peaking factors and 1,000-gallon-per-acre-per-day of infiltration and stormwater inflow shall be used.~~ per the City's current Wastewater Treatment Facility and Collection System Master Plan.

~~(3) *Infiltration and stormwater inflow.* An allowance of 1,000-gallons-per-acre-per-day shall be made for infiltration.~~

- (g) *Public Works Director's approval.* The Public Works Director shall have the right to change any sanitary sewer design criteria and/or to add additional requirements.

Sec. 6-5.304. - Sewer construction inspections.

- (a) *All work to be inspected.* All sewer construction work shall be inspected by an inspector acting for the City to ensure compliance with all the requirements of the City. No sewer shall be covered at any point until it has been inspected and passed for acceptance. No sewer shall be connected to the City's public sewer until the work covered by the permit has been completed, inspected, and approved by the inspector. At a minimum, inspections shall take place at the stages listed below:

- (1) Installation of bedding material~~;~~
- (2) Installation of pipe prior to initial backfill (including servicewer laterals)~~;~~
- (3) Installation of initial backfill~~;~~
- (4) Installation of final backfill~~;~~ and~~;~~
- (5) Installation of manholes and cleanouts.

All sanitary sewer lines shall be tested between manholes or between manholes and cleanouts by the test methods specified in the City's standard specifications and/or special provisions. Tests for final acceptance shall be made after the line has been backfilled and subgrade compaction requirements have been obtained within the street section. After pressure testing has been completed, all gravity sewer mains shall be cleaned and televised before permanent paving is applied. In addition, sewer manholes shall be vacuum~~-~~tested for leakage. Before the sewer lines are accepted, they shall be cleaned and flushed of all foreign matter to the satisfaction of the City. In addition to these requirements, the City reserves the right to perform final cleaning and televised inspection(s), and the applicant shall be responsible to pay all the costs associated with final cleaning and televised inspections. The applicant shall be responsible to correct all ~~the~~ defects to the satisfaction of the City and at no cost to the City before ~~the~~ acceptance.

Failure to comply with the specifications or meet the minimum requirements may result in rejection of the work.

If the test proves satisfactory to the City and the sewer has been cleaned of all debris accumulated from construction operations, the ~~Director of Public Works~~ Director shall issue a certificate of satisfactory completion.

- (b) *Time limits on permits.* If work under a permit is not commenced within six months after the date of the issuance of the permit, or if, after partial completion, the work is discontinued for a period of six months without obtaining a time extension or one year with two six-month

time extensions, the permit shall thereupon become void, and no further work shall be done until a new permit ~~shall have~~has been secured. A new permit, with fee in effect at the time of issuance of the new permit, shall be obtained prior to any additional work.

- (c) *Notification.* It shall be the duty of the person doing the work authorized by the permit to notify the Public Works Department that such work is ready for inspection. It shall be the duty of the person doing the work to make sure that the work will stand the tests required by the City before giving such notification.
- (d) *Condemned work.* When any work has been inspected and the work condemned and no certification of satisfactory completion given, a written notice to that effect shall be given instructing the owner of the premises, or the agent of such owner, to repair the sewer or other work authorized by the permit in accordance with the laws, rules, and regulations of the City.
- (e) *All costs paid by owners.* All costs and expenses incident to the installation and connection of any sewer or other work for which a permit has been issued shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the work.
- (f) *Street excavation permits.* A separate permit shall be secured from the City, County, and/or State as required by owner(s) or contractor(s) intending to excavate in a public street for the purpose of installing sewers or making sewer connections. A City encroachment permit shall be obtained for work in the City right-of-way, in accordance with Sections 6-1 and 6-2 of this Code.
- (g) *Liability.* The City and its officers, agents, and employees shall not be answerable for any liability, ~~or injury,~~ or death to any person or damage to any property arising during or growing out of the performance of any work by such applicant. The applicant shall be answerable for, and shall ~~save~~hold the City and its officers, agents, and employees harmless from, any liability imposed by law upon the City or its officers, agents, or employees, including all costs, expenses, fees, and interest incurred in defending the same or in seeking to enforce this provision. The applicant shall be solely liable for any defects in the performance of their work or any failure which may develop therein.

Article 4. - Industrial Wastewaters

Sec. 6-5.401. - "Industrial user" defined.

"Industrial user" (IU) shall mean any user of publicly owned treatment works identified in the 2007 North American Industrial Classification System (NAICS) or latest edition of that manual (US Census Bureau). ~~The NAICS replaced the SIC Code system in 1997.~~ Industrial users include, but are not limited to, businesses listed in the following sections of the NAICS:

- (a) Agriculture, Forestry, and Fishing and Hunting (Sector 11);
- (b) Mining (Sector 21);
- (c) Utilities (Sector 22);
- (d) Construction (Sector 23);
- (e) Manufacturing (Sector 31-33);
- (f) Transportation and Warehousing (Sector 48-49); and,

(g) Professional, Scientific, and Technical Services (54).

A user in the divisions listed may be excluded if it is determined that it will introduce primarily segregated domestic wastes or wastes from sanitary conveniences.

"Industrial user" shall also mean any discharging "non-domestic source of pollutants into the POTW regulated under Section 307(b), (c) or (d) of the Clean Water Act" or any other indirect discharger regulated under alternative water quality standards.

Sec. 6-5.402. - Wastewater discharge permit.

No person shall discharge, or cause to be discharged, any industrial wastewaters directly or indirectly to sewerage facilities owned by the City without first obtaining a City permit for industrial wastewater discharge.

The permit for industrial wastewater discharge may require the pretreatment of industrial wastewaters before discharge, the restriction of peak-flow discharges, the discharge of certain wastewaters only to specified sewers of the City, the relocation of the point of discharge, the prohibition of the discharge of certain wastewater components, the restriction of discharge to certain hours of the day, the payment of additional charges to defray the increased costs of the City created by the wastewater discharge, and such other conditions as may be required to effectuate the purposes of this chapter.

Sec. 6-5.402.A. - Reserved.

Sec. 6-5.402.B. - Wastewater discharge permit requirement.

- (a) No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the Public Works Director and/or designee, except that a significant industrial user that has filed a timely application pursuant to Section 6-5.402.D of this chapter may continue to discharge for the time period specified therein.
- (b) The Public Works Director and/or designee may require other users to obtain wastewater discharge permits as necessary to carry out the purposes of this chapter.
- (c) Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this chapter and subjects the wastewater discharge permittee to the sanctions set out in Articles 6 and 7 of this chapter. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal, federal, and State, state pretreatment standards or requirements or with any other requirements of Federal, federal, State, state, and local law.

Sec. 6-5.402.C. - Wastewater discharge permit—Existing connections.

Any user required to obtain a wastewater discharge permit who was discharging wastewater into the POTW prior to the effective date of this chapter and who wishes to continue such discharges in the future, shall, within 90 days after the date, apply to the Public Works Director and/or designee for a wastewater discharge permit in accordance with Section 6-5.402.E of this chapter, and shall not cause or allow discharges to the POTW to continue after 90 days of the effective date of this chapter except in accordance with a wastewater discharge permit issued by the Public Works Director and/or designee.

Sec. 6-5.402.D. - Wastewater discharge permit—New connections.

Any user required to obtain a wastewater discharge permit that proposes to begin or recommence discharging into the POTW must obtain such permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit, in accordance with Section 6-5.402.E of this chapter, must be filed at least 90 days prior to the date upon which any discharge will begin or recommence.

Sec. 6-5.402.E. - Wastewater discharge permit application contents.

All users required to obtain a wastewater discharge permit must submit a permit application. The Public Works Director and/or designee may require all users to submit as part of an application the following information:

- (a) All information required by Section 6-5.801.B of this chapter;
- (b) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
- (c) Number and type of employees, hours of operation, and proposed or actual hours of operation;
- (d) Each product produced by type, amount, process or processes, and rate of production;
- (e) Type and amount of raw materials processed (average and maximum per day);
- (f) Site plans, floor plans, mechanical plans, and plumbing plans. Details to show all sewers, floor drains, and appurtenances by size, location, and elevation. All points of discharge and the location of all chemical and/or hazardous materials storage areas;
- (g) Time and duration of discharges;
- (h) Any other information as may be deemed necessary by the Public Works Director to evaluate the wastewater discharge permit application;
- (i) The location for monitoring all wastes covered by the permit; and
- (j) An application fee ~~of which~~ shall be filed with the completed application. The application fee is listed within the City ~~Fee fee s~~Schedule document, as updated each fiscal year.

Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

Sec. 6-5.402.F. - Wastewater discharge permit application signatories and certification.

All wastewater discharge permit applications, user reports, and certification statements must be signed by an authorized representative of the user as defined in Section 6-5.106, and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant

penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- (a) If the designation of an authorized representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this section must be submitted to the Public Works Director and/or designee prior to or together with any reports to be signed by an authorized representative.
- (b) *Annual certification for non-significant categorical industrial users.* A facility that has been determined to be a non-significant categorical industrial user by the Public Works Director pursuant to Section 6-5.106 must annually submit the following certification statement signed in accordance with the signatory requirements in Section 6-5.106. This certification must accompany an alternative report required by the Public Works Director:

"Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical pPretreatment sStandards under 40 CFR _____, I certify that, to the best of my knowledge and belief that during the period from _____, _____ to _____, _____ [months, days, year]:

- (a) The facility described as _____ [facility name] met the definition of a nNon-significant cCategorical industrial uUser as described in 6-5.106;
- (b) The facility complied with all applicable pPretreatment sStandards and requirements during this reporting period; and
- (c) The facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.

This compliance certification is based on the following information:

_____"

Sec. 6-5.402.G. - Wastewater discharge permit decisions.

The Public Works Director and/or designee will evaluate the data furnished by the user and may require additional information. Within 30 days of receipt of a complete wastewater discharge permit application, the Public Works Director and/or designee will determine whether or not to issue a wastewater discharge permit. The Public Works Director may deny any application for a wastewater discharge permit.

Sec. 6-5.402.H. - Confidential information.

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, ~~and~~ monitoring programs, and ~~from~~ the Public Works Director's and/or designee's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Public Works Director, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable sState law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that

such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

Sec. 6-5.403. - Procedure for obtaining City permits for industrial wastewater discharges.

Sec. 6-5.403.A. - Wastewater discharge permit duration and fees.

A wastewater discharge permit shall be issued for a specified time period, not to exceed five years from the effective date of the permit. A wastewater discharge permit may be issued for a period less than five years, at the discretion of the Public Works Director. Each wastewater discharge permit will indicate a specific date upon which it will expire.

A discharge permit fee shall be billed annually. The permit fee is listed within the City fee schedule document, as updated each fiscal year.

Sec. 6-5.403.B. - Wastewater discharge permit contents.

A wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Public Works Director and/or designee to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(a) Wastewater discharge permits must contain:

- (1) A statement that indicates the wastewater discharge permit issuance date, expiration date, duration, (which in no event shall exceed five years), and effective date;
- (2) A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with Section 6-5.403.E of this chapter, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- (3) Effluent limits, including best management practices, based on applicable general pretreatment standards, categorical pretreatment standards, local limits, and federal, sState, and local law;
- (4) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on the applicable general pretreatment standards, local limits, and fFederal, sState, and local law;
- (5) A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule;
- (6) A Such-schedule may-such that shall not extend the time for compliance beyond that required by applicable Federalfederal, Statestate, or local law;
- (7) Requirements to control slug discharge, if determined by the Public Works Director to be necessary; and

- (8) Description or schematic representation of the effluent/discharge sampling location on site.
- (b) Wastewater discharge permits may contain, but need not be limited to, the following conditions:
 - (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
 - (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the ~~treatment works~~POTW;
 - (3) Requirements for the development and implementation of accidental discharge/slug control, ~~and countermeasures~~ plans, or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;
 - (4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
 - (5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;
 - (6) Requirements for installation and maintenance of inspection and sampling facilities and equipment;
 - (7) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State pretreatment standards, including those which become effective during the term of the wastewater discharge permit; and
 - (8) Other conditions as deemed appropriate by the Public Works Director and/or designee to ensure compliance with this chapter, and ~~s~~State and ~~f~~Federal laws, rules, and regulations.

Sec. 6-5.403.C. - Wastewater discharge permit appeals.

The Public Works Director and/or designee shall provide public notice of the issuance of a wastewater discharge permit. Any person, including the user, may petition the Public Works Director to reconsider the terms of a wastewater discharge permit within 90 days of notice of its issuance.

- (a) Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
- (b) In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition (s), if any, it seeks to place in the wastewater discharge permit.
- (c) The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.
- (d) If the Public Works Director does not reconsider and subsequently approve the petition to issue a wastewater discharge permit ~~fails to act~~ within 90 days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to

modify a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.

- (e) Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing a complaint with the Superior Court of California, County of Sutter, within 30 days.

Sec. 6-5.403.D. - Wastewater discharge permit modification.

The Public Works Director and/or designee may modify a wastewater discharge permit for good cause, including, but not limited to ~~the~~, the following reasons:

- (a) To incorporate any new or revised ~~Federal~~federal, ~~State~~state, or local pretreatment standards or requirements;
- (b) To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- (c) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (d) Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;
- (e) Violation of any terms or conditions of the wastewater discharge permit;
- (f) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- (g) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
- (h) To correct typographical or other errors in the wastewater discharge permit; or
- (i) Tto reflect a transfer of the facility ownership or operation to a new owner or operator.

Sec. 6-5.403.E. - Wastewater discharge permit transfer.

Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least 30 days' advance notice to the Public Works Director and the Public Works Director approves the wastewater discharge permit transfer. The notice to the Public Works Director must include a written certification by the new owner or operator which:

- (a) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- (b) Identifies the specific date on which the transfer is to occur; and
- (c) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

Sec. 6-5.403.F. - Wastewater discharge permit revocation.

The Public Works Director and/or designee may revoke a wastewater discharge permit for good cause, including, but not limited to, the following ~~reasons~~:

- (a) Failure to notify the Public Works Director of significant changes to the wastewater prior to the changed discharge;
- (b) Failure to provide prior notification to the Public Works Director of changed conditions pursuant to Section 6-5.805 of this chapter;
- (c) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
- (d) Falsifying self-monitoring reports;
- (e) Tampering with monitoring equipment;
- (f) Refusing to allow the Public Works Director or designee timely access to the facility premises and records;
- (g) Failure to meet effluent limitations;
- (h) Failure to pay fines;
- (i) Failure to pay sewer charges;
- (j) Failure to meet compliance schedules;
- (k) Failure to complete a wastewater survey or the wastewater discharge permit application;
- (l) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- (m) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit, or this chapter.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

Sec. 6-5.403.G. - Wastewater discharge permit reissue.

- (a) A user with an expiring wastewater discharge permit shall apply for a reissued wastewater discharge permit by submitting a complete permit application, in accordance with Section 6-5.402.E of this chapter, a minimum of 90 days prior to the expiration of the user's existing wastewater discharge permit.
- (b) Upon receipt of the complete permit application, all required information, the application shall be processed in a timely manner. Upon approval, a reissued discharge permit signed by representatives of the City, will be issued, with one copy returned to the applicant.
- (c) Failure by the user to submit a complete permit application at least 90 days prior to the expiration of an existing wastewater discharge permit may result in the expiration of that permit prior to approval of the application for a new permit.

Sec. 6-5.404. - Industrial wastewater sampling, ~~analyses~~analysis, and flow measurements.

When requested by the Public Works Director and/or designee, a user must submit information on the nature and characteristics of its wastewater within 90 days of the request. The Public Works Director is authorized to prepare a form for this purpose and may periodically require users to update this information. Minimum detection levels shall be as determined by the Public Works Director.

- (a) *Measurement devices.* All dischargers making periodic measurements shall furnish and install at the control manhole or other appropriate location a calibrated flume, weir, flow meter, or similar device approved by the Public Works Director and/or designee and suitable to measure the industrial wastewater flow rate and total volume. A flow indicating, recording, and totalizing register may be required by the Public Works Director and/or designee. In lieu of the wastewater flow measurement, the Public Works Director and/or designee may accept records of water usage and adjust the flow volumes by suitable factors to determine peak and average flow rates for the specific industrial wastewater discharger.
- (b) *Inspections of measurement devices.* The sampling, analysis, and flow measurement procedures, equipment, and results shall be subject at any time to inspection by the City. The sampling and flow measurement facilities shall be such as to provide safe access ~~to for~~ authorized personnel.
- (c) *Measurement frequency.* Those industrial wastewater dischargers required by the Public Works Director and/or designee to make periodic measurements of industrial wastewater flows and constituents shall annually make the minimum number of such measurements required. The minimum requirements for such periodic measurements shall be:
 - (1) At least one 24-hour measurement per year. Representative samples of the industrial wastewaters shall be obtained at least once per hour over the 24-hour period, properly refrigerated, composited according to measured flow rates during the 24 hours, and analyzed for the specified wastewater constituents;
 - (2) Dischargers required to sample on only a few days per year shall sample during the periods of highest wastewater flow and wastewater constituent discharges; and
 - (3) Industrial plants with large fluctuations in quantity or quality of wastewaters may be required to provide continuous samplings and analyses for every working day. When required by the Public Works Director, dischargers shall install and maintain in proper order automatic flow-proportional sampling equipment and/or automatic analysis and recording equipment.

Measurements to verify the quantities of waste flows and waste constituents reported by industrial dischargers will be conducted on a random basis by personnel of the City.

Sec. 6-5.405. - Discrepancies between actual and reported industrial wastewater discharge quantities.

- (a) Should measurements or other investigations reveal that the industrial discharger is discharging a flow rate or a quantity of biochemical oxygen demand or suspended solids significantly in excess of that stated in the industrial wastewater permit or in excess of the quantities reported to the City by the discharger and upon which the industrial wastewater treatment charges are based, the discharger shall apply for an amended industrial wastewater permit and shall be assessed for all delinquent charges,

together with the penalty and interest. Before these charges shall be assessed, at least two additional 24-hour samples and flow measurements shall be obtained by the City with all the costs of sampling and analyses to be paid by the discharger.

- (b) An industrial discharger found in violation, shall be presumed, in the absence of other evidence, to have been discharging at the determined parameter values over the preceding three years or subsequent to the previous City verification of quantity parameters, whichever period is shorter.

Sec. 6-5.406. - Pretreatment of industrial wastewater.

Sec. 6-5.406.A. - Pretreatment facilities.

Users shall provide wastewater treatment as necessary to comply with this chapter and shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set out in Section 6-5.208 of this chapter within the time limitations specified by the EPA, the State, or the Public Works Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the user's expense. Detailed plans describing such facilities, including operating and maintenance procedures, shall be submitted to the Public Works Director for review, and shall be acceptable to the Public Works Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the City under the provisions of this chapter.

Sec. 6-5.406.B. - Additional pretreatment measures.

- (a) Whenever deemed necessary, the Public Works Director and/or designee may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this chapter.
- (b) The Public Works Director and/or designee may require any person discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. A wastewater discharge permit may be issued solely for flow equalization.
- (c) Grease, oil, and sand interceptors shall be provided when, in the opinion of the Public Works Director, they are necessary for the proper handling of wastewater containing excessive amounts of grease, ~~and oil~~, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of a type and capacity approved by the Public Works Director and/or designee and shall be so located as to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired regularly, according to the manufacturer's guidelines, by the user at their expense.
- (d) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- (e) The Public Works Director may deny, condition, and or limit without restriction new or increased contributions of pollutants, or changes in the nature of pollutants, when the discharger does not meet pretreatment standards and the discharge would cause the POTW to violate its NPDES permit.

Sec. 6-5.406.C. - Accidental discharge/slug control and countermeasures plans.

- (a) Each discharger shall provide protection from the accidental discharge of prohibited materials or other wastes regulated by this chapter. Where necessary, or as directed by the Public Works Director, retention basins, dikes, storage tanks, or other facilities designed to eliminate, neutralize, offset, or otherwise negate the effects of prohibited materials or wastes discharged in violation of this chapter shall be installed.
- (b) Dischargers shall notify the City immediately when accidental discharges of wastes in violation of this chapter occur so that countermeasures may be taken by the City to minimize damages to the sewer system, treatment plant, treatment process, or for any fines imposed on the City on account thereof under Water Code § 13350, or for violations of Fish and Game Code § 565.
- (c) In the event of an accidental discharge in violation of this chapter, the discharger shall furnish the
City, within five days of the date of the occurrence, a detailed written statement describing the causes of the accidental discharge and the measures being taken to prevent future occurrences.
- (d) In order for employees of dischargers to be more fully informed of City requirements, copies of this chapter shall be permanently posted on bulletin boards of dischargers that shall be easily visible by all employees, together with such other industrial waste information and notices which may be furnished by the City. ~~from time to time directed towards more effective water pollution control.~~
- (e) Sewer connections within the discharger's plumbing or drainage system shall be appropriately labeled to warn operating personnel against the discharge of any substance in violation of this chapter.

The Public Works Director and/or designee shall evaluate whether each significant industrial user needs a plan or other action to control slug discharges. ~~SFor industrial users identified as significant prior to November 14, 2005, this evaluation must have been conducted at least once by October 14, 2006;~~ additional significant industrial users must be evaluated within one year of being designated a significant industrial user. For purposes of this subsection, a slug discharge is any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause interference or pass through, or in any other way violate the POTW's regulations, local limits, or permit conditions. The results of such activities shall be available to the approval authority upon request. Significant industrial users are required to notify the POTW immediately of any changes at its facility affecting potential for a slug discharge. If the POTW decides that a slug control plan is needed, the plan shall contain, at a minimum, the following elements:

- (1) Description of discharge practices, including non-routine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the Public Works Director of any accidental or slug discharge, as required by Section 6-5.806 of this chapter; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage

areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

Sec. 6-5.406.D. - Hauled wastewater.

- ~~(a) (a)~~ All persons owning vacuum or "cesspool" pump trucks or other liquid waste transport trucks and desiring to discharge septic tank, seepage pit, interceptor, or cesspool contents, industrial liquid wastes, or other liquid wastes to sewerage facilities of the City or to facilities that discharge directly or indirectly to such sewerage facilities shall first obtain a septage waste disposal general permit. All applicants for coverage under the septage general permit shall:
- ~~(1) C~~omplete the application form;
 - ~~(2) Pa~~y the appropriate fee;
 - ~~(3) R~~ecieve a copy of the City regulations governing discharges to sewers of liquid wastes from trucks;
 - ~~(4)~~ ~~(4)~~ ~~A~~and ~~shall~~ agree, in writing, to abide by these regulations.
- (b) The septage waste disposal general discharge permit shall be valid for the time period listed therein and in no case shall the permit ~~shall not~~ exceed five years.
- (c) Any person negligently or willfully violating the City requirements for liquid waste discharges from trucks shall be in violation of this chapter and may have their permit revoked by the Public Works Director.
- (d) Septic tank waste may be introduced into the POTW only at locations designated by the Public Works Director, and at such times as are established by the Public Works Director. Such waste shall not violate Article 2 of this chapter or any other requirements established by the City.
- (e) The Public Works Director and/or designee shall require haulers of industrial waste to obtain wastewater discharge permits. The Public Works Director may require generators of hauled industrial waste to obtain wastewater discharge permits. The Public Works Director also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this chapter.
- (f) Industrial waste haulers may discharge loads only at locations designated by the Public Works Director. No load may be discharged without prior consent of the Public Works Director. The Public Works Director and/or designee may collect samples of each hauled load to ensure compliance with applicable standards. The Public Works Director may require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
- (g) All septage waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name, telephone number, and address of the septage waste hauler, permit number, truck identification, names, ~~and~~ addresses, and telephone numbers of sources of waste, and volume and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are RCRA hazardous wastes.
- (h) All septage waste haulers must provide, at the time of permit approval, a City of Yuba City business license, current vehicle registration, truck capacity certification for each truck

listed, current Yuba and/or Sutter County "sewage pumper vehicle" permit and proof of general liability insurance (bodily injury, personal injury and property damage) and ~~/~~automobile liability insurance in the amount of \$1,000,000/~~\$1,000,000~~ each per occurrence or accident. These amounts may change to reflect the most current City—mandated insurance requirements. The septage waste haulers shall be responsible to provide proof of all these insurance documents including endorsements per City insurance requirements. The City's current insurance requirements can be obtained from the ~~P~~pretreatment ~~C~~oordinator.

The City's Public Works Department shall be exempt from these requirements.

Sec. 6-5.407. - Measurement of industrial waste.

Any industrial or commercial user may be required to provide a metering device acceptable to the City, at the user's expense, to permit the accurate determination of the volume of wastewater discharged into the City sewage system. Where the sewage flow is not measured, and unless other arrangements are agreed upon in advance, the volume of sewage flow shall be taken as the metered water consumption. At the option of the Public Works Director, when the sewage flow is not substantially different than the metered water consumption, the volume of waste for payment may be determined by special agreement or by the use of sewage flow meters installed and maintained by qualified personnel at the user's expense.

Sec. 6-5.408. - Industrial wastewater charges.

- (a) *General.* The capital interest and costs shall be determined by the required plant capacity of each industrial user. The major industrial users at the time of adoption of this chapter, ~~currently~~—Sunsweet Growers, Yuba City Cogeneration, Valley Fine Foods and ~~Calpine~~Greenleaf II, in addition to the operations and maintenance charges, shall ~~be paying~~ for the debt service and capital replacement in accordance with their existing contracts with the City and in accordance with the ~~2011–2016~~ Wastewater Rate Study. The maximum wastewater charges for industrial wastewater related to the debt service and capital replacement per the rate study is–are shown in the following ~~t~~Tables; however, the actual rates shall be as approved by Council. The Public Works Director shall have the authority to negotiate and execute new agreements ~~s~~ with ~~the~~ new ~~i~~Industrial users for the debt service and capital replacement costs based on the current rate study and as approved by the City Council.

Sunsweet Growers Inc.—Wastewater Charges for Debt Service and Capital Replacement

Category	7/1/2020 to 6/30/2021 <u>Maximum Rates</u>
Debt Service	\$7,680.00
Capital Replacement	\$35,304.00

Yuba City Cogeneration—Wastewater Charges for Debt Service and Capital Replacement

Category	7/1/2020 to 6/30/2021 Maximum Rates
Debt Service	\$790.27
Capital Replacement	\$600.00

Valley Fine Foods Company—Wastewater Charges for Debt Service and Capital Replacement

Category	7/1/2020 to 6/30/2021 Maximum Rates
Debt Service	\$562.94
Capital Replacement	\$1,848.12

~~Galpine Greenleaf Inc. & Gilroy Energy Center~~Greenleaf II —Wastewater Charges for Debt Service and Capital Replacement

Category	7/1/2020 to 6/30/2021 Maximum Rates
Debt Service	\$1,126.66
Capital Replacement	\$600.00

- (b) *Industrial user rates.* Industrial users will be charged the rates stated in the most recent wastewater rate study/revenue program as adopted by the Council, and which will include charges for operation, and maintenance ~~ee costs~~, and administration, and collection system costs. The charges shall reflect the user's contribution to the total wastewater loading of the treatment works and will recognize volume, BOD, and suspended solids (SS) to ensure a proportional distribution of costs to each user. The maximum iIndustrial user rates are shown in the table below in accordance with 2011-2016 Wastewater Rate Study and approved following the Proposition 218 process. However, the City Council retains the authority to set the actual rates each fiscal year, which may be found in the City's annual fee schedule on the City's website. The Public Works Director shall have the authority to negotiate and execute new agreements s with ~~the~~ new industrial users for ~~the~~ user rates based on the latest wastewater rate study and the rates as set by Council.

Category	7/1/2020 to 6/30/2021 Proposition 218
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	<u>Maximum Rates</u>
Flow (per million gallon) Charge	\$3,763.63
BOD (per lb.) Charge	\$0.385
SS (per lb.) Charge	\$0.290

- (c) *Billing period.* During each fiscal year, there will be 13 four-week billing periods. The ~~Assistant City Manager~~Finance Director may divide the annual cost into 13 equal billings and combine the user's share of operation and maintenance costs, plus any assessment for additional costs caused by the user discharging wastewater in violation of the provisions of this chapter.
- (d) *Payment of charges and delinquent charges.* All fees and charges imposed under the provisions of this chapter shall be due and payable upon the receipt of the notice of charges. Unpaid charges shall become delinquent 45-60 days after mailing or delivering the notice of charges. A basic penalty charge of 10% of the unpaid amount shall be added to any fee or charge which becomes delinquent. Interest at the rate of 2% per month shall accrue on the total of all delinquent charges, plus all penalty charges.
- (e) *Determination of charges.*
- (1) *Capacity.* The actual plant capacity for each industrial user will be determined by the highest daily volume, pounds of BOD, and pounds of suspended solids discharged into the sanitary sewer system measured by averaging the highest three consecutive days during the prior fiscal year. The three determining factors for industrial capacity will not necessarily peak during the same period. New industrial users will estimate their plant capacity requirements and make periodic deposits as determined by the Finance Director during their first year of operation with an adjustment billing or credit, whichever the case may be, within 30 days after the end of the fiscal year. If the period of operation during the first fiscal year is not sufficient to determine a plant capacity, the second-year operation capacity requirements will be used as if the industry was a new user in that year. The Public Works Director shall have the authority to negotiate and execute new agreement with the new industrial users for the debt service and capital replacement costs.
 - (2) *Actual discharges.* The operation and maintenance costs will be based on the actual volume, pounds of BOD, and suspended solids. It will be the industrial user's responsibility to provide composite samples of its discharges for determining the BOD and suspended solid testing. Each sample shall be marked with the beginning and ending meter reading of the volume discharge during the period the composite sample was taken. The volume measured by the meter readings and the test results of the composite samples will be used to calculate the pounds of BOD and suspended solids and will be the basis of the billing operation and maintenance charges. If there are time

periods when the meter readings of the composite samples are not consecutive, the City, at its sole discretion, will determine the parts per million (ppm) of the BOD and suspended solids for that volume that a sample was not received.

(3) *Conversion factors.*

Cubic feet × 7.48 = gallons

Pounds per day (BOD or suspended solids) = test results (mg/L) × 8.34 × flow (million gallons per day; MGD)

Article 5. - Sewer Service Charges

Sec. 6-5.501. - Charges for service.

- (a) All charges for the extension of, connection to, and use of the City sewerage system shall be in accordance with the provisions of this article.
- (b) No facilities or services of the City sewerage system shall be furnished to any premises or to any person free of charge, except the City.
- (c) Beginning in 2017, all the charges related to the use of City sewerage collection and treatment system set out in Sections 6-5.408(b), 6-5.507(c) and 6-5.507(d) of this chapter will be reviewed by the City Council on an annual basis as part of the fiscal year budget review process, prior to the July 1 implementation of the increase for each year. The City Council will retain the authority to set by resolution the actual rates less than the maximum rates set out in Sections 6-5.408(b), 6-5.507(c) and 6-5.507(d) of this chapter.

Sec. 6-5.502. - Payment of charges.

Before connecting any premises to the City sewerage system, the owner, subdivider, or developer of such premises shall make provisions satisfactory to the ~~Assistant City Manager~~Finance Director for the payment of all charges.

Sec. 6-5.503. - Sewer connection charges.

- (a) *Purpose.* The purpose of the sewer connection charge is to have the property owner pay their proportionate cost of the sewerage system, including the Wastewater Treatment Facility and sewer collection system lines identified in the Wastewater Treatment Facility and Collection System Master Plan.
- (b) *Collection.* The connection impact fees shall be paid at the option of the developer/applicant at either the issuance of the building permit or at certificate of occupancy for a proposed development project, not at the date of application for a permit. The amount of the impact fees to be paid shall be those fees in effect at the time the fees are paid at either the issuance of a building permit or certificate of occupancy. Exceptions to this requirement may be negotiated between the developer and the City as part of the entitlement and agreement process, subject to City Council approval. The City may require the developer/applicant to pay, as determined by the Public Works Director, inspection fees at the time of building permit.

In case of ~~the~~ expansions and/or alterations of the premises, a sewer connection impact charge shall be collected at the time of building permit issuance of:

- (1) The expansion and/or use of the premises which requires additional sewer facilities; and
- (2) The construction or alteration of the premises which changes the parcel use to a higher sewer demand.

For the customers currently not on the City's sewer system, the connection impact fees, including any regular and special permit and inspection fees, shall be charged at the time of connection permit issuance for the connection to the City's sewer system.

(c) *Schedule of charges.* The sewer connection impact charge shall be as set forth in Section 6-5.507.

- (1) ~~[-Multiple units; other facilities. -]~~ For multiple units, the connection impact fee shall include any common facilities, such as laundry rooms and recreation areas, that would normally be provided as support facilities with multiple dwellings; however, for other facilities that are not the primary support of the multiple dwellings, there shall be an additional fee computed on the basis of the fixture units as hereinafter provided for commercial, industrial, public, and other uses or as determined by the Public Works Director.
- (2) *Commercial and industrial users.* Drainage system fixture units, as set forth in the Uniform Plumbing Code adopted by the City, for commercial users and for industrial users are not included under the provisions of Article 4 of this chapter. If at any time after the payment of the connection charge there is a change of use on the premises, there shall be an additional connection charge calculated at the per fixture unit rate for the number of additional fixture units installed.
- (3) *Industrial users.* Connection charges for industrial users shall be determined in accordance with Article 4 of this chapter.

Sec. 6-5.504. - Sewer extension charges.

- (a) *Purpose.* The purpose of the sewer extension charge is to reimburse the City for its cost to extend the main sewer.
- (b) *Collection.* The sewer extension charge for a main sewer installed by the City shall be collected before a person may connect their property to the City sewerage system.
- (c) *Schedule of charges.* The sewer extension charge provides for the extension of mains. The charge shall be as set forth ~~in Section 6-5.507~~ annually in the City's fee schedule.

Corner lots and lots having more than one frontage where sewer facilities exist or are planned shall pay extension fees based on 60% of the first ~~one hundred~~ 175 feet of total frontage (~~as measured to P.I.'s of property line returns~~ as measured to the point of intersection of the property lines or the point of intersection of the prolongation of the property lines) and 100% of all frontage in excess of the first 175 ~~feet~~ feet.

Such reduction shall apply to existing corner lots and shall not apply to corner lots which would be created by new subdivisions, parcel maps, or developments. Such parcels shall pay extension fees based on 100% of all applicable frontage as measured prior to the creation of the side street.

Extension fees will not be applicable to lands within a subdivision or special assessment district if the sewer main was installed at no cost to the City (other than oversizing costs) unless an agreement exists providing for the repayment of extension costs to the original developer or to the special district.

Where substantial evidence indicates that the sewer main was installed at no cost to the City (other than oversizing costs) by special assessment district, a subdivider, developer, or other person, main extension charges shall not be applicable unless set forth in an agreement providing for the repayment of extension to the original installer.

Where a sewer main only serves property on one side of the sewer line, the charge shall be double the current extension charge.

(d) *Agreements.* A property owner, subdivider, or developer may extend the main sewer at his or her own expense in accordance with a reimbursement agreement approved by the Council.

(e) *Outside users.* The sewer extension charges for all users whose property is outside the City limits shall be the same as the charges applicable if the user were within the City limits.

(1) Outside users must execute an extraterritorial agreement with the City prior to extension of the sewer to premises outside the City limits.

Sec. 6-5.505. - Sewer service charges.

(a) *Purpose.* The purpose of the sewer service charge is to provide necessary revenue to operate the sewerage system as a self-sustaining operation.

(b) *Collection.* The sewer service charge shall be collected as follows:

(1) On premises served with City water, the billing of sewer service charges shall be added to the charges for water service, and the payment and collection of the total amount shall be made in accordance with the provisions of Title 6 Chapter 6 of -this Code regulating the payment of water service charges.

(2) On premises not served with City water, the billing and collecting of sewer service charges shall be made as determined by the Finance Director.

(c) *Schedule of charges.* The sewer service charge for property connected to the sewerage system shall be billed in accordance with the rates established in Section 6-5.507the City's fee schedule, as set annually by the City Council.

(d) *Reserved for future use.*

(e) *Septage waste disposal general discharge permits.* The charge for truckers discharging to the municipal sewer system shall be listed in the City fee schedule document and in accordance with the rates established in Section 6-5.507.

Sec. 6-5.506. - Meters may be required.

All sewer services may be metered at the discretion of the City. The Public Works Director may require any user, at their sole expense, to install a meter. The meter shall be approved by the Public Works Director before installation.

Sec. 6-5.507. - Summary of charges.

All the latest and current charges shall be found in the City's fee schedule document. The City updates the fee schedule document annually and posts it on the City's website. This section shows the applicable charges from July 1, 2016, to June 30, 2017. The charges for all the subsequent years will only be available in the City's fee schedule document. This section shows the applicable fee categories, which will be reviewed and adjusted by the City Council annually.

Beginning in 2017, all charges related to the use of City wastewater treatment and collection system set out in this section will be reviewed by the City Council on an annual basis as part of the fiscal year budget review process, prior to the July 1 implementation of the increase for each year. The City Council will retain authority to set by resolution the actual rates less than the maximum rates set out in this section.

(a) *Sewer connection charge type.*

- (1) Single-family residential ~~and duplex (two dwellings per parcel) users~~, calculated s: \$6,665.85 per unit.

(i) Single-family users are defined as single-family dwelling units, including any accessory dwelling units which do not exceed 750 sq. ft. as part of the single-family dwelling unit.

(ii) An accessory dwelling unit (ADU) shall be defined as per Municipal Code Section 8-5.5001. The ADU shall not alter the character of the principal use of the parcel, e.g., residential.

- (2) Multi-~~ple~~ dwelling users: ~~\$5,998.96~~, calculated per unit.

(i) Multi-dwelling users include: duplexes, single-family dwelling units plus any accessory dwelling units exceeding 750 sq. ft., and two or more apartments, mobile homes, or trailers on one parcel.

- (3) Commercial and industrial users as defined in the Uniform Plumbing Code and applicable to users other than as defined in Article 4 of Chapter 5 of Title 6 of ~~the Municipal~~this Code, calculated : ~~\$269.95~~ per fixture unit.

(i) The charges to a commercial user will be based on the applicable base charge as shown in the table below plus the flow charge for the actual water usage.

(ii) Commercial User Monthly Charge = Base Charge + (Flow Charge x actual water usage in 100 CF).

(iii) Mixed-use parcels, consisting of both commercial and residential components, shall only be charged the commercial surcharge after the residential baseline has been reached.

- (4) Any customer that ~~paid~~purchases a connection impact ~~charge~~fee prior to July 1, 2000, may complete the project at any time, and is not subject to connection impact charge rate adjustments or credit of interest. Any connection impact charges paid on July 1, 2000, or later, and the project is completed within 18 months, will not be subject to any additional connection impact charges or interest credits. A project is deemed completed when all building permits are paid and a final inspection report is issued or as determined by the Public Works Director. Any connection charges paid on July 1, 2000, or later and the project is not completed within 18 months will be subject to the connection impact charge in effect at the time of project completion, and will be entitled to interest credit as to any connection impact charge increases. Interest will only be allowed as a credit toward connection impact charges increases and, in no event, shall customer be

entitled to any refund of interest. Interest will accrue, beginning 18 months after the initial purchase, based on the initial connection charge payment. Interest payment will be credited semi-annually on January 1 and July 1 based on the previous average semi-annual rate of the Local Agency Investment Fund administered by the California State Treasury. Connection permits or charges cannot be sold or transferred between any parties other than Yuba City.

- (b) *Extension charges.* Sewer extension charges as per front foot as defined in Section 6-5.504 of the Municipal Code: \$64.43 are calculated per front foot, and can be found in the City's annual fee schedule.
- (c) *Sewer service charges.* The charts below enumerate the maximum charges authorized following the 2016 Proposition 218 process. Actual rates are subject annually to Council approval, and may be found in the City's annual fee schedule, located on the City's website. Flat rate monthly sewer service charges for City single-family users (including duplex—two units per parcel), multi-dwelling unit (three or more units) users are listed in the following tables. The commercial users shall be charged in accordance with the rate schedule in the following table for commercial users. No credit shall be allowed for the vacancy.

Single-Family Users Flat Rate Service Charge per Month per Unit

	<u>7/1/2020 to Proposition 218 Maximum Rates 6/30/2021</u>
Charge/month	\$65.27

Note: Single-family users include: single-family dwelling units, duplex units (two dwelling units per parcel). This rate shall be applicable to multi-dwelling units (three or more per parcel) if each unit (two dwelling units or less) is billed individually.

Multi-Dwelling Units Flat Rate Service Charge per Month per Unit

	<u>7/1/2020 to 6/30/2021 Proposition 218 Maximum Rates</u>
Charge/month	\$52.23

Note: Multi-dwelling users include: three or more apartments, mobile homes or trailers on one parcel. The single-family user rate shall apply if each unit (two dwelling units or less) in the multi-dwelling units is billed individually.

Commercial Monthly Rate Service Charge per Month (Base Charge + Flow Charge)

	7/1/2020 to 6/30/2021 <u>Proposition 218</u> <u>Maximum Rates</u>
C1 (Base Charge)*	\$65.27
C2 (Base Charge)*	\$73.44
C3 (Base Charge)*	\$88.95
Flow Charge* (per 100 CF)	\$2.57

~~* Note: The charges to a commercial user will be based on the applicable base charge as shown the table above plus the flow charge for the actual water usage.~~

~~Commercial user Monthly Charge = Base Charge + (Flow Charge × actual water usage in 100 CF)~~

Category C1 shall include the user types listed below. The Public Works Director shall have the right to expand the list or to move any listed type to a different category.

Retail/office/~~other~~
Auditorium/hall
Storage
Church
Animal shelter
Beauty/barber shop
Florist
Library
Day care
Bowling alley
~~Doctor/dentist~~Medical office
Fitness center
Laundromat
Car wash
Fairgrounds
Hospital
Municipal jail
Theatre/cinema
Veterinary clinic
Gas station (no market/disposal)
Bakery/deli/café (no disposal)

Restaurant/bar (no disposal)
Assisted living/convalescent hospital

Category C2 shall include the user types listed below. The Public Works Director shall have the right to expand the list or to move any listed type to a different category.

Bed/breakfast
Hotel/motel
Dry cleaners
Auto sales
Autobody shop
Funeral home

Category C3 shall include the user types listed below. The Public Works Director shall have the right to expand the list or to move any listed type to a different category.

Fast food
Market
Gas station (with market)
Bakeries and delis (with disposal)
Restaurant/bar (with disposal)

~~(c)(d)~~ Sewer service charges for schools. The maximum sSewer service charges authorized following the 2016 Proposition 218 process for schools are listed in the table below. Actual rates are subject annually to Council approval, and may be found in the City's annual fee schedule on the City's website.-

(1)Sewer service charges for schools are calculated per student per year. This is represented by average daily attendance for the past school year for number of students.

~~(4)(2)~~ Yuba City Unified School District is billed once per year after July 1 for the previous year.

Per Student Service Charge per Year* for Schools

	7/1/2020 to 6/30/2021 <u>Proposition 218</u> <u>Maximum Rate</u>
Charge/Year	\$29.97

~~(c)* Average daily attendance (ADA) for past school year for number of students. Yuba City Unified School District is billed once a year after July 1 for the previous year.~~

(d)~~Septic haulers/truckers discharge charges.~~ Septic tank trucks discharging at the City wastewater treatment plant shall be charged using the following formula based on the ~~40,000-gallon~~10,000-gallon monthly average wastewater flow estimate for single family dwelling unit and 77% of the service charges of treatment and disposal of septage including administration and pretreatment. The maximum rates for price per gallon and

minimum charges are shown in the table below; actual rates shall be set by Council each fiscal year and can be found in the City's annual fee schedule on the City's website. ~~under this subsection. The charge per gallon is calculated per the formula below.~~

$$\text{Charge per Gallon (\$)} = \frac{\text{Monthly Single Family Unit Charge} \times 100 \times 77\% (\$)}{10,000 (\text{gallon})}$$

(1) Minimum charge per dump shall be greater than (1) 400 gallons per dump.

Septic Discharge Charges per Gallon*

	<u>7/1/2020 to 6/30/2021 Maximum Rates</u>
Charge (\$) per gallon	0.502
Minimum Charge (\$) 400 gallons per dump	\$200.99
Minimum Charge (\$) 500 gallons per dump	\$251.00
Minimum Charge (\$) 1,000 gallons per dump	\$502.48
Minimum Charge (\$) 1,500 gallons per dump	\$753.72

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~~* Minimum charge per dump shall be greater than (1) 400 gallons per dump or (2) full registered tank capacity of the dumping vehicle.~~

- (e) *Permitted industrial user charges.* Industrial users permitted through the City's pretreatment program shall be required to pay the charges in accordance with Section 6-5.408 of this chapter, as approved annually by City Council.
- (f) *Annual adjustments.* Annually on July 1 of each year, fees and charges ~~in the following sections in Sections 6-5.507(a), 6-5.507(b), and 6-5.508~~ shall be adjusted based on the previous April value of the Twenty City Average of Engineering News Record Construction Index: ~~Section 6-5.507(a), Section 6-5.507(b) and Section 6-5.508.~~

(g) The wastewater discharge permit fees in reference to Section 6-5.403.A shall be adjusted annually based on the wastewater service charge increases. The following table enumerates the maximum charges authorized following the 2016 Proposition 218 process.

Actual rates are subject annually to Council approval, which may be found in the City's annual fee schedule on the City's website.~~shows the new fees schedule.~~

(1) Industrial users with more than one wastewater effluent discharge monitoring point shall be assessed an additional \$500 annual fee per additional effluent monitoring point.

Wastewater Discharge Permit Fee Schedule

Category	7/1/2020 to 6/30/2021 <u>Proposition 218</u> <u>Maximum Rates</u>
Non- s Significant Categorical Industrial User	\$659.71
Permitted Industrial User	\$1,048.38
Ground w -Water	\$1,048.38
Septic Hauler	\$659.71
Significant Industrial User	\$1,677.41

~~Industrial users with more than one wastewater effluent discharge monitoring point shall be assessed an additional \$500 annual fee per additional effluent monitoring point.~~

~~(hg)~~ *Outside City user's charges.* Reserved for future use.

Sec. 6-5.508. - Special sewer connection fee.

All charges contained in this section shall be found in the City's fee schedule document.

- (a) *Purpose and application.* A special sewer connection fee shall be applied solely and strictly to the service area ~~shown on the map named~~known as "Sewer Trunk Line Facilities ~~For for~~ West Yuba City Area" in accordance with the City Resolution 02-097 dated July 16, 2002. The Sewer Trunk Line Facilities ~~For for~~ West Yuba City Area map is on file at the office of the Public Works Director. The general boundaries of the service area are: Pease Road to the north, Bogue Road to the south, Township Road to the west and variable locations, west of State Route 99, to the east.
- (b) *Schedule of special connection fee and collection thereof.* All the latest and current charges shall be found in the City's fee schedule document. The City updates the fee schedule document annually and posts it on the City's website. ~~This section shows the applicable charges from July 1, 2016, to June 30, 2017. The charges for all the~~

subsequent years will only be available in City's fee schedule document. The charges shall be divided into two categories:

West Yuba City Sewer Trunk, Residential: ~~\$1,589.35/~~, calculated per lot

West Yuba City Sewer Trunk, Commercial: ~~\$63.52/~~, calculated per plumbing fixture unit

Sec. 6-5.509. - Assessment installments in lieu of payment of wastewater fees.

(a) Purpose/findings/definitions.

(1) Purpose.

- (i) To authorize and establish a procedure for levying assessment installments in lieu of payment of fees associated with the initial extension and connection of sanitary sewer service as outlined in Section 6-5.3 – Rules and regulations and Section 6-5.5 – Sewer service charges.

(2) Findings.

- (i) There remain within the City's Sphere of Influence a number of residential and non-residential premises which are still being served by private septic systems rather than being connected to the City wastewater collection system.
 - (ii) One means of facilitating connection of the premises to the City wastewater system is to provide the owners of such premises with an alternate means of financing the wastewater extension and connection fees for assessment installments in lieu of lump sum payment of the fees, which ordinarily become due and payable at the time of connection of the premises to the City wastewater system and before service is established, per the provisions of Section 6-5.503 – Sewer connection charges and Section 6-5.504 – Sewer extension charges.
 - (iii) The intent in enacting this section of this Code is to provide such financial assistance by allowing payment of such fees over a ten-year period through the levying of assessment installments in lieu of payment of wastewater fees in the manner provided for by this section.
- (3) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
- (i) Wastewater fees shall mean any and all fees and charges associated with the extension and connection of new regular wastewater services, as described in Section 6.5.5 – Sewer service charges.

(ii) *Assessment installments* shall mean the assessments levied on the property's taxes over a ten-year period following approval by the City Council and direction to the County Auditor. This shall include any interest thereon or subject administrative fees.

(iii) *Engineer* shall mean the City Engineer, who may also be the Public Works Director.

(iv) *City wastewater service area* shall mean the area within the City's incorporated limits and Sphere of Influence which is or may be served by the City wastewater collection system.

(b) *Applicability.* The provisions of this section shall apply to and authorize the levy of assessment installments in lieu of payment of wastewater fees for the following residential and non-residential premises within the City wastewater service area connecting to the City wastewater collection system:

(1) *Premises within the incorporated territory of the City of Yuba City.* Where premises connecting to the City wastewater collection system are located in that part of the City wastewater service area within the incorporated territory of the City, this section shall authorize the levy of assessment installments in lieu of payment of wastewater fees if, and only if, such assessment has been approved and authorized by the City Council, and if such premises are presently being served by a private septic system, it will be abandoned entirely per the regulations and requirements of Sutter County Environmental Health.

(2) *Premises within the City's Sphere of Influence in the County of Sutter.* Where the premises being connected to the City wastewater collection system are located in that part of the City wastewater service area within the City's Sphere of Influence in the County of Sutter, this section shall authorize the levy of assessment installments in lieu of payment of wastewater fees if, and only if, such assessment has been approved and authorized by the City Council; if such premises are presently being served by a private septic system, it will be abandoned entirely per the regulations and requirements of Sutter County Environmental Health; and upon execution of an extraterritorial agreement with the City.

(c) *Petition for levying assessment installments in lieu of payment of wastewater fees.*

(1) Proceedings for levying assessment installments in lieu of the payment of wastewater fees shall be initiated by a petition filed in the office of the Engineer.

(2) Such petition shall describe the premises to be connected to the City wastewater collection system by street address or other method sufficient to enable the Engineer to identify the location and boundaries of such premises; shall include a

declaration that if such premises are presently being served by a private septic system, it will be abandoned entirely per the regulations and requirements of Sutter County Environmental Health; and shall be signed by and set forth the mailing address of all persons owning an interest in the fee title to the premises.

(3) Any such administrative or operational costs incurred by the processing of the petition in the manner provided for by this section may be charged as a petition fee at the discretion of the Engineer.

(d) Report of Engineer on assessment petition.

(1) Following receipt of an assessment petition, the Engineer shall promptly cause a report to be made on the petition.

(2) The report shall set forth the following:

- (i) A description of the premises which are the subject of the petition both by legal description and assessor's parcel number;
- (ii) The name and mailing address of all persons owning an interest in the fee title to the such premises;
- (iii) A determination as to whether the premises are located in that part of the City wastewater service area within the incorporated territory of the City or that part of the City wastewater service area within the City's Sphere of Influence in the County of Sutter;
- (iv) A computation of the total amount of the wastewater fees which would become due and payable in accordance with the provisions of Sections 6-5.5 of this chapter at the time of connection of the premises to the City wastewater collection system and before service is established; and,
- (v) A schedule of the assessment installments to be levied against the subject premises in order to pay all such wastewater fees, together with interest and an administrative fee thereon, in ten annual installments, all at the time, in the amounts, and in the manner hereinafter provided by this section.

(3) Following completion of such report, the Engineer shall cause the petition and report to be brought before the City Council for consideration for approval and authorization.

(e) Consideration of assessment petition by City Council.

(1) On the date and at the time of the City Council meeting on the assessment petition, the City Council shall consider the assessment petition, the report of the Engineer on the assessment petition, and any other relevant matters bearing on

the petition and/or the assessment installments to be levied in lieu of payment of wastewaterw fees pursuant to the assessment petition.

(2) Following consideration, of the assessment petition and report, the City Council may, by resolution:

- (i) Grant the petition and levy assessment installments in lieu of payment as outlined herein this section;
- (ii) Direct the City Manager, Engineer, Finance Director, and any other necessary staff to conduct any required action(s);
- (iii) Approve an extraterritorial agreement in cases where the subject premises fall outside of City limits but within the City's Sphere of Influence.

(f) Establishment of assessment installments.

- (1) Upon receipt of a certified copy of a resolution of the City Council levying assessment installments in lieu of payment of wastewater fees, the Engineer shall cause the resolution to be recorded in the official records of the County of Sutter.
- (2) After the date of such recordation, the assessments provided for by such resolution shall constitute a lien upon the premises which are the subject of the resolution which shall have the priority and effect of an assessment lien as provided for by Article 13, Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (commencing with Section 53930) or any other law of the State of California applicable to assessment liens levied by a municipality.
- (3) Following recordation, the Engineer shall ensure that such resolution be transmitted to the Sutter County Auditor with the request that the assessment installments levied by the resolution be added to the County tax rolls at the time and manner provided therein.
- (4) Thereafter, all assessment installments provided for in the resolution which become due in any year, together with all interest thereon, shall be payable in the same manner and at the same time that general taxes of the County on real property are payable, and such assessment installments and all interest and fees thereon shall become delinquent at the same time and bear the same proportional penalty and interest after delinquency as do the general taxes of the County on real property.

(g) Assessment installments.

- (1) Timing of payment. Assessments in lieu of the payment of wastewater fees, including interest thereon and any required administrative fees, shall be levied in

ten equal installments of principal, interest, and administrative fees due and payable as follows:

(i) Where the resolution levying the assessment installments is adopted by the City Council between January 1st and July 10th, assessment installments shall be due payable commencing on November 10th of the calendar year in which the resolution was adopted and on November 10th of each year thereafter until all assessment installments have been paid in full, November 10th being the same date that County property taxes are due and payable under the laws of the State of California.

(ii) Where the resolution levying the assessment is adopted by the City Council between July 11th and December 31st, assessment installments shall be due and payable commencing on November 10th of the calendar year next succeeding the calendar year in which the resolution was adopted and on November 10th of each year thereafter until all assessment installments have been paid in full.

(2) Calculation of interest. Interest on assessment installments shall be computed on the basis of an interest rate equal to the rate of cash held in pooled investments (LAIF), as calculated and published for the previous fiscal quarter, together with all appurtenant documents and fees required by this section, is filed in the office of the Engineer, plus two percent (2%) annual interest and an annual administrative fee of two percent (2%).

(3) Prepayment. Assessment installments may be prepaid at any time between the date of adoption of the City Council resolution and the date the last assessment installment is due and payable by depositing with the Treasurer-Tax Collector of the County of Sutter a sum equal to the principal, interest, fees, and any penalties due on any delinquent installments on prior tax years and a sum equal to the principal, interest, and fees due on the current tax year assessment roll, and then depositing with the City Finance Director a sum equal to the unpaid principal of any remaining assessment installments, exclusive of any interest or fees thereon.

(i) Upon prepayment of the remaining assessment installments, the City Finance Director shall request the Sutter County Auditor to remove all such assessment installments from the County tax rolls and shall also cause the assessment lien levied by the City Council resolution to be released in the manner herein provided by this section.

(4) Penalty for unpaid assessment installments. In the event any assessment installment levied per this section and/or any interest, penalties, or other charges accruing thereon are not paid when due, the City Council may, not later than four years after the due date of the last such installment, order that the same be collected by an action brought in the Superior Court to foreclose the lien thereof,

all in the manner provided for by the Improvement Bond Act of 1915, as set forth in Part 14, Division 10 of the Streets and Highways Code.

(h) Release of assessment lien.

(1) Where all assessment installments levied in the manner provided for by this chapter have been paid in full, either by reason of the prepayment of such assessment installments or otherwise, the Finance Director shall execute and record in the official records of the County of Sutter a notice stating that the assessment lien levied by the City Council resolution is being released.

Article 6. - Administrative Enforcement Remedies

Sec. 6-5.601. - Public Works Director enforcement.

Sec. 6-5.601.A. - Notification of violation.

When the Public Works Director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Public Works Director may serve upon that user a written notice of violation (NOV). ~~The i~~ndustrial user in noncompliance may be required to provide, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, ~~to include~~including specific required actions, which shall be submitted by the user to the Public Works Director. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the Public Works Director to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

Sec. 6-5.601.B. - Consent orders.

The Public Works Director may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to Sections 6-5.601.D and 6-5.601.E of this chapter and shall be judicially enforceable.

Sec. 6-5.601.C. - Show cause hearing.

The Public Works Director may order a user which has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the Public Works Director and show cause as to why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause as to why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least 30 days prior to the hearing. Such notice may be served on any authorized representative of the user. A show-cause hearing shall not be a bar against, nor prerequisite for, taking any other action against the user.

Sec. 6-5.601.D. - Compliance orders.

When the Public Works Director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Public Works Director may issue an order to the user responsible for the discharge directing that the user come into compliance within a specified time. If the user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders ~~also may~~ also contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a pretreatment standard or requirement, nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, nor a prerequisite for, taking any other action against the user.

Sec. 6-5.601.E. - Cease and desist orders.

When the Public Works Director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the Public Works Director may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- (a) Immediately comply with all requirements; and
- (b) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, nor a prerequisite for, taking any other action against the user.

Sec. 6-5.601.F. - Administrative fines.

- (a) When the Public Works Director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the Public Works Director may fine such user in an amount not to exceed \$25,000 per violation, per day. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.
- (b) Unpaid fines under this section shall, after 60 days, constitute a lien against the real property of the discharger from which the discharge originated. The lien shall have no force and effect until recorded with the County Recorder after which its applicability will remain, in accordance with provisions of California Civil Procedure Code §§ 683.110 to 683.220, inclusive.
- (c) Users desiring to dispute such fines must file a written request for the Public Works Director to reconsider the fine, along with full payment of the fine amount, within 30 days of being notified of the fine. Where a request has merit, the Public Works Director may convene a hearing on the matter. In the event that the user's appeal is successful, the

payment, together with any interest accruing thereto, shall be returned to the user. The Public Works Director may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

- (d) Issuance of an administrative fine shall not be a bar against, nor a prerequisite for, taking any other action against the user.

The City has established an administrative penalty (noncompliance fee) for specific violations incorporated below. The following penalty schedule provides guidance as to the level of fine appropriate for that type of violation. The actual fine, if any, is determined based on the specific circumstances of each individual violation. Noncompliance fees are based on the actual time (staff hourly rates) and monitoring and testing costs incurred by the City in the investigation and resolution of noncompliance events. The responsible party shall be responsible to pay any type of administrative fines.

Violation	Penalty Schedule
Failure to submit discharge permit application by NOV deadline	\$500
Failure to submit discharge permit renewal by NOV deadline	\$500
Failure to meet schedule set forth in Administrative Order for discharge permit application or renewal	\$750
Failure to submit report by NOV deadline	\$500
Submittal of chronically late or unacceptable reports	\$500
Failure to comply with sampling/monitoring requirements of NOV and/or Warning Letter	\$750
Failure to comply with pretreatment, sampling, or monitoring equipment installation/maintenance requirements of NOV and/or Warning Letter	\$750
Publication of SNC	\$750
Frequent (insignificant) exceedances of discharge limit (permit, local limit, and/or categorical)	\$500
<u>Failure to comply with NOV requirements related to the FOG program</u>	<u>\$500</u>

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Sec. 6-5.601.G. - Emergency suspensions.

The Public Works Director may immediately suspend a user's discharge, after informal notice to the user, whenever such suspension is necessary to stop an actual or threatened

discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Public Works Director may also immediately suspend a user's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

- (a) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution to the POTW. In the event of a user's failure to immediately comply voluntarily with the suspension order, the Public Works Director may take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW and/or its receiving stream, or endangerment to any individuals. The Public Works Director may allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the Public Works Director that the period of endangerment has passed, unless the termination proceedings in Section 6-5.601.H of this chapter are initiated against the user.
- (b) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Public Works Director prior to the date of any show cause or termination hearing under Sections 6-5.601.C 6-5.601.H of this chapter.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

Sec. 6-5.601.H. - Termination of discharge.

In addition to the provisions in Section 6-5.403.F of this chapter, any user who violates the following conditions is subject to discharge termination:

- (a) Violation of wastewater discharge permit conditions;
- (b) Failure to accurately report the wastewater constituents and characteristics of its discharge;
- (c) Failure to report significant changes in operations or wastewater volume, constituents, and characteristics prior to discharge;
- (d) Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring, or sampling;
- (e) Violation of the pretreatment standards in Article 2 of this chapter; or
- (f) Failure to comply with the other requirements of this chapter.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under Section 6-5.601.C of this chapter as to why the proposed action should not be taken. Exercise of this option by the Public Works Director shall not be a bar to, nor a prerequisite for, taking any other action against the user.

Sec. 6-5.601.I. - Publication of users in significant noncompliance.

The Public Works Director shall publish annually, in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of industrial users, a list of the users, which, at any time during the previous 12 months, were in significant

noncompliance with applicable pretreatment standards and requirements. The term "significant noncompliance" (SNC) shall be applicable to all significant industrial users (or any other industrial user that violates paragraphs (c), (d) or (h) of this section) and shall mean:

- (a) Chronic violations of wastewater discharge limits, defined here as those in which 66% or more of all the measurements taken for the same pollutant parameter during a six-month period exceeded (by any magnitude) a numerical pretreatment standard or requirement, including instantaneous limits, as defined by Article 2;
- (b) Technical review criteria (TRC) violations, defined here as those in which 33% or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by Article 2 multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils, and grease, and 1.2 for all other pollutants except pH);
- (c) Any other violation of a pretreatment standard or requirement as defined by Article 2 (daily maximum, long-term average, instantaneous limit, or narrative standard) that the Public Works Director determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of POTW personnel or the general public;
- (d) Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in the Public Works Director's exercise of its emergency authority to halt or prevent such a discharge;
- (e) Failure to meet, within 90 days of the scheduled date, a compliance--schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- (f) Failure to provide within 30 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (g) Failure to accurately report noncompliance; or
- (h) Any other violation(s), which may include a violation of Best Management Practices, which the Public Works Director has determinedds, will adversely affect the operation or implementation of the local pretreatment program.

Article 7. - Judicial Enforcement Remedies

Sec. 6-5.701. - Injunctive relief.

When the Public Works Director finds that a user has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Public Works Director may petition the Superior Court of California, County of Sutter through the City Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this chapter on activities of the user. The Public Works Director may also seek such other action as is appropriate for legal and/or equitable relief, including a

requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

Sec. 6-5.702. - Civil penalties.

- (a) A user who has violated, or continues to violate, any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of \$25,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
- (b) The Public Works Director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
- (c) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.
- (d) Filing a suit for civil penalties shall not be a bar against, nor a prerequisite for, taking any other action against a user.

Sec. 6-5.703. - Criminal prosecution.

- (a) Any user who negligently violates any provision of Water Code § 13387(a)1—6, upon conviction, is guilty of a misdemeanor, punishable by a fine of not more than \$25,000 per violation, per day, or imprisonment in the ~~county~~ County jail for not more than one year, or both.
- (b) A user who willfully or knowingly introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a fine of not less than \$5,000 nor more than \$50,000, or be subject to imprisonment, in ~~State~~ state prison, for not more than three years, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under ~~State~~ state law.
- (c) A user who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter shall, upon conviction, be punished by a civil penalty of not more than \$5,000 per violation, per day.
- (d) In the event of a second conviction, a user shall be punished by a fine of not more than \$100,000 per violation, per day, or imprisonment for not more than six years, or both.

Sec. 6-5.704. - Remedies nonexclusive.

The remedies provided for in this chapter are not exclusive. The Public Works Director may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the City's enforcement response plan, which is located in Article 10 of this chapter; h. However, the Public Works Director may take other action against any user when the circumstances warrant. Further, the Public Works Director is empowered to take more than one enforcement action against any noncompliant user.

Sec. 6-5.705. - Damages to City facilities.

Any unauthorized entering, breaking, damaging, destroying, uncovering, defacing, or tampering with any structure, equipment, or appurtenances which are a part of the City's sewerage system shall be a violation of this chapter. Damages to the City's facilities as a result of such unauthorized entering, breaking, damaging, destroying, uncovering, defacing, or tampering shall be paid by the responsible party or parties. The responsible party shall also be responsible to pay any type of fines resulting from damages to the POTW.

Sec. 6-5.706. - Persons responsible for payment.

- (a) ~~[Municipal water system connection.]~~ Where the premises are connected to the municipal water system, the sewer service charges shall be billed to the person who requested such connection to the water system, or their successor in interest, or to any person requesting that such bill be charged to ~~him~~them.
- (b) ~~[Non-municipal water system connection.]~~ Where the premises are not connected to the municipal water system, the sewer service charges shall be billed to the person who requested such connection to the sewerage system, or their successor in interest, or, if no such request was made, to the owner of record of such premises on the date on which such premises ~~are~~were required by the City~~hereby~~ to be connected to the sewerage system, or to the successor in interest of such person, or to any person requesting that such bill be charged to him or her.
- (c) *Enforcement of payment.* In each case where a bill for sewer services becomes delinquent, the City Manager or Finance Director shall order the premises shut off from the municipal water system. In the event of continued or repeated delinquencies, the City Manager or Finance Director may order the premises disconnected from the municipal water system and/or the sewerage system. When any premises ~~has~~have been shut off or disconnected from either the municipal water system or the sewerage system for the nonpayment of sewer service charges, such water or sewer service shall not be restored and such premises shall not be reconnected until all the delinquencies have been paid to the Finance Department, together with such reasonable charges for reconnecting as may be established.
- (d) *Owner responsible.* Notwithstanding any provisions of this chapter, the property owner shall be additionally responsible for payment of all unpaid water/sewer bills and other fees owed to the City. Any agreement between landlords and tenants to the contrary will not relieve the landlord or record owner of the property of the responsibility for payment of the water and/or sewer service charges to the City.
- (e) *Collection of delinquent sewer charges.* All rates, charges, penalties and interest which remain delinquent as of June 30 of each year may be collected in the same manner as the general taxes for the City for the forthcoming fiscal year, as follows:

- (1) The City's Finance Department shall prepare a written report, which shall be filed with the City Clerk. The report ~~that~~ shall describe each parcel of real property for which there are any delinquencies in any rates or charges for services rendered to each parcel during the preceding year, and the amount of the delinquency. The report of delinquent sewer charges may be combined with the report of any other delinquent charges, as long as the report ~~identified~~ identifies the delinquent charges for each service for each parcel.
- (2) The City Clerk shall publish notice of the report's filing and of the time and place of hearing on the report, prior to the date set for the hearing. The notice shall be published once a week for two successive weeks prior to the hearing. The ~~City Clerk~~ Finance Department shall also mail written notice of the report's filing to each property owner whose property or parcel is identified as being subject to delinquent charges, setting forth individually each property and each of the services and charges due for that property.
- (3) At the time stated in the notice for the prehearing, the Finance Director and/or designee shall hear and consider all objections or protests, if any, to the report concerning the delinquencies in a "prehearing." Thereafter, the Finance Director may revise, change, reduce, or modify any delinquency, or overrule any or all objections thereto. The Finance Director shall then make his or her determination on each delinquency identified in the report, and present the list to the City Council for final determination at the public hearing stated in the notice.
- (4) At the time stated in the notice, following the prehearing and prior to submission to the County of Sutter, the City Council shall hear and consider all objections or protests, if any, to the report concerning the delinquencies. Thereafter the City Council may adopt, revise, change, reduce, or modify any delinquency or overrule any or all objections thereto. The City Council shall then make its determination on each delinquency identified in the report; the City Council's determination shall be final.
- (54) Following the hearing, on or before August 10 of each year, the City Clerk shall file with the City's Finance Director a copy of the signed report to submit to the County. The Finance Director will submit a request to the Sutter County to include the amount of delinquencies on the bills for taxes levied against the properties identified in the report.

Sec. 6-5.707. - Violations infractions.

In addition to the foregoing, violations of this chapter shall be infractions as provided in Chapter 2 of Title 1 of this Code.

Sec. 6-5.708. - Appeals to the City Manager.

- (a) *Procedure.* Except for any decision, action, or determination made by the City Council, any permit applicant, permit holder, or other discharger affected by any decision, action, or determination, including cease and desist orders, made by the City in interpreting or implementing the provisions of this chapter, or any permit issued hereunder, may file with the City Manager a written request for reconsideration within ten days after such decision, action, or determination, setting forth in detail the facts supporting the request. The City Manager may elect to hold a hearing on the request. The request for reconsideration shall be acted upon₇ by the City Manager₇ within ten days after the date of filing or the close of

the reconsideration hearing. The decision, action, or determination shall remain in effect during such period of review by the City Manager.

- (b) *Action by the City Manager.* If the ruling made by the City Manager is unsatisfactory to the person requesting reconsideration, he may, within ten days after notice of the action by the City Manager, file a written appeal to the Council.

Sec. 6-5.709. - Appeals to the Council.

Any person who ~~shall be~~ dissatisfied with the action of the City Manager may appeal to the Council in accordance with Chapter 4 of Title 1 of this Code. In the event of such an appeal, the City Manager shall transmit to the Council a report setting forth the reasons for the action taken.

Article 8. - Reporting Requirements

Sec. 6-5.801. - Baseline monitoring reports.

- (a) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing categorical users currently discharging to or scheduled to discharge to the POTW shall submit to the Public Works Director a report which contains the information listed in paragraph (b), below. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the Public Works Director a report which contains the information listed in paragraph (b), below. A new source shall report the method of pretreatment it intends to use to meet applicable categorical standards. A new source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.
- (b) Users described above shall submit the information set forth below.
 - (1) *Identifying information.* The name and address of the facility, including the name of the operator and owner.
 - (2) *Environmental permits.* A list of any environmental control permits held by or for the facility.
 - (3) *Description of operations.* A brief description of the nature, average rate of production, and standard industrial classifications of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
 - (4) *Flow measurement.* Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste-stream formula set out in 40 CFR 403.6(e).
 - (5) *Measurement of pollutants.*
 - (i) The user shall provide the following information:
 - A. The categorical pretreatment standards applicable to each regulated process and any new categorically regulated process for existing sources.

- B. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the ~~Utilities-Public Works~~ Director, of regulated pollutants in the discharge from each regulated process.
 - C. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported.
 - D. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in Sections 6-5.810 and 6-5.811 of this chapter. Where the standard requires compliance with a BMP or pollution prevention alternative, the user shall submit documents as required by the ~~Utilities-Public Works~~ Director or the applicable standard to determine compliance with the standard.
- (ii) The user shall take a minimum of one representative sample to compile ~~that the~~ data necessary to comply with the requirements of this paragraph.
 - (iii) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the user should measure the flows and concentrations necessary to allow use of the combined waste-stream formula in 40 CFR 403.6(e) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the control authority.
 - (iv) Sampling and analysis shall be performed in accordance with Sections 6-5.810 and 6-5.811 of this chapter.
 - (v) The ~~Utilities-Public Works~~ Director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.
 - (vi) The baseline report shall indicate the time, date, and place of sampling and methods of analysis, and shall certify that such sampling and analysis ~~is~~are representative of normal work cycles and expected pollutant discharges to the POTW.
- (6) *Compliance certification.* ~~Compliance certification is a~~A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
 - (7) *Compliance schedule.* If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in Section 6-5.802. of this chapter.
 - (8) *Signature and Report Certification.* All baseline monitoring reports must be signed and certified in accordance with Section 6-5.402.F of this chapter.

Sec. 6-5.802. - Compliance schedule progress reports.

The following conditions shall apply to the compliance schedule required in Section 6-5.801.b.7 of this chapter:

- (a) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- (b) No increment referred to above shall exceed nine months;
- (c) The user shall submit a progress report to the Public Works Director no later than 14 days following each date in the schedule and the final date of compliance, including, as a minimum, whether or not it complied with the designated increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the user to return to the established schedule; and
- (d) In no event shall more than nine months elapse between such progress reports to the Public Works Director.

Sec. 6-5.803. - Reports on compliance with categorical pretreatment standard deadline.

Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the Public Works Director a report containing the information described in Section 6-5.801(b) of this chapter. For users subject to equivalent mass or concentration limits established in accordance with the procedures in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 6-5.402.~~(F)~~ of this chapter.

Sec. 6-5.804. - Periodic compliance reports.

- (a) All significant industrial users shall, at a frequency determined by the Public Works Director but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the pretreatment standard requires compliance with a best management practice (BMP) or pollution prevention alternative, the user must submit documentation required by the Utilities-Public Works Director or the pretreatment standard necessary to determine the compliance status of the user. All periodic compliance reports must be signed and certified in accordance with Section 6-5.402.~~(F)~~ of this chapter.
- (b) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its-their monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its-their discharge.

- (c) If a user subject to the reporting requirement in this section monitors any pollutant at appropriate sampling location more frequently than required by the Public Works Director, using the procedures prescribed in Section 6-5.811 of this chapter, the results of this monitoring shall be included in the report.

Sec. 6-5.805. - Reports of changed conditions.

Each user must notify the Public Works Director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of theirits wastewater at least 180 days before the change.

- (a) The Public Works Director may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under Section 6-5.402.(E) of this chapter.
- (b) The Public Works Director may issue a wastewater discharge permit under Section 6-5.402.(G) of this chapter or modify an existing wastewater discharge permit under Section 6-5.403.(D) of this chapter in response to changed conditions or anticipated changed conditions.
- (c) For purposes of this requirement, significant changes include, but are not limited to, flow increases of 20% or greater, and the discharge of any previously unreported pollutants.

Sec. 6-5.806. - Reports of potential problems.

- (a) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug discharge or slug load, that may cause potential problems for the POTW, the user shall immediately ~~telephone and~~ notify the Public Works Director and/or his designee of the incident by telephone or email. This notification shall include the location of the discharge, type of waste, concentration, and volume, if known, and corrective actions taken by the user.
- (b) Within five days following such discharge, the user shall, unless waived by the Public Works Director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this chapter.
- (c) A notice shall be permanently posted on the user's bulletin board or other prominent place readily visible by employees advising ~~employees who to call~~how to notify the City in the event of a discharge as described in paragraph (a), above. Employers shall ensure that all employees, who may cause such a discharge ~~to occur~~, are advised of the emergency notification procedure.
- (d) Significant industrial users are required to notify the Public Works Director immediately of any changes at ~~its~~their facility affecting the potential for a slug discharge.

Sec. 6-5.807. - Reports from unpermitted users.

All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the Public Works Director as the Public Works Director may require.

Sec. 6-5.808. - Notice of violation/repeat sampling and reporting.

If sampling performed by a user indicates a violation, the user must notify the Public Works Director and/or designee within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Public Works Director and/or designee within 30 days after becoming aware of the violation. The user is not required to resample if the Public Works Director and/or designee monitors ~~at~~ the user's facility at least once a month for the pollutant that is exceeding permitted limits or if the Public Works Director and/or designee samples between the user's initial sampling and when the user receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the industrial user.

Sec. 6-5.809. - Discharge of hazardous waste.

The City prohibits the discharge of any hazardous waste into the POTW ~~as~~ defined in 40 CFR 261 ~~as~~.

Any user who commences the discharge of hazardous waste, whether illegally, accidentally ~~as~~ or otherwise, shall immediately notify the POTW, the EPA Regional Waste Management Division Director, and ~~the~~ State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). The notification requirement in this section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of Sections 6-5.801, 6-5.803 ~~as~~ and 6-5.804 of this chapter.

Sec. 6-5.810. - Analytical requirements.

All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analysis shall be performed by using validated analytical methods or ~~any~~ other applicable sampling and analytical procedures, including procedures suggested by the Public Works Director or other parties approved by the EPA. Minimum detection levels shall be as approved by the Public Works Director.

Sec. 6-5.811. - Sample collection.

- (a) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
- (b) Samples ~~as~~ collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the

report, based on data that is representative of the conditions occurring during the reporting period.

- (c) Except as indicated in paragraphs (d) and (e) below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Public Works Director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with instantaneous limits.
- (d) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (e) For sampling required in support of baseline monitoring and 90-day compliance reports required in Sections 6-5.801 and 6-5.803 (40 CFR 403.12(b) and (d)), a minimum of four grab samples must be used for pH, cyanide, total phenols, oil, and grease, sulfide, and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Public Works Director may authorize a lower minimum. For reports required by paragraphs Section 6-5.804 (40 CFR 403.12(e) and 403.12(h)), the industrial user is required to collect the number of grab samples necessary to assess and assure compliance ~~by~~ with applicable pretreatment standards and requirements.

Sec. 6-5.812. - Timing.

Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report by the carrier shall govern.

Sec. 6-5.813. - Record keeping.

Users subject to the reporting requirements of this chapter shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this chapter, any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, and documentation associated with Best Management Practices established under Section 6-5.208(b). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples, and; the dates, analytical techniques or methods, and results of analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses and the name of the person(s) who performed the analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the City, or where the user has been specifically notified of a longer retention period by the Public Works Director.

Article 9. - Miscellaneous Provisions

Sec. 6-5.901. - Pretreatment program fees.

The City may adopt reasonable fees for reimbursement of costs of setting up and operating the City's pretreatment program. Fees may include;

- (a) Fees for wastewater discharge permit applications, including the cost of processing such applications;
- (b) Fees for monitoring, inspection, and surveillance procedures including the cost of collectiong and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
- (c) Fees for reviewing and responding to accidental discharge procedures and construction;
- (d) Fees for filing appeals; and
- (e) Other fees as the City may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines, and penalties chargeable by the City.

Sec. 6-5.902. - Severability.

If any court of competent jurisdiction invalidates any provision of this chapter, the remaining provisions shall not be ~~effected-affected~~ and shall continue in full force and effect.

Sec. 6-5.903. - Affirmative defenses to discharge violations.

Sec. 6-5.903.A. - Upset.

- (a) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
- (b) An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (c), below, are met.
- (c) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, ~~and~~/or other relevant evidence that:
 - (1) An upset occurred and the user can identify the cause(s) of the upset;
 - (2) The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
 - (3) The user ~~has~~ submitted the following information to the Public Works Director within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days):
 - (i) A description of the indirect discharge and cause of noncompliance;

- (ii) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time frame that the noncompliance is expected to continue; and
 - (iii) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- (d) In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
- (e) Users shall have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
- (f) Users shall control production of all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

Sec. 6-5.903.B. - Bypass.

- (a) For the purpose of this section:
 - (1) "Bypass" means the intentional diversion of waste streams from any portion of a user's treatment facility.
 - (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. "Severe property damage" does not mean economic loss caused by delays in production.
- (b) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs (c) and (d) of this section.
- (c) Bypass notifications.
 - (1) If a user knows in advance of the need for a bypass, it shall submit prior notice to the Public Works Director, at least ten days before the date of the bypass, if possible.
 - (2) A user shall submit oral notice to the Public Works Director of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Public Works Director may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
- (d) Bypass.
 - (1) Bypass is prohibited, and the Public Works Director may take an enforcement action against a user for a bypass, unless:
 - (i) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

- (ii) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of unwanted wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- (iii) The user submitted notices as required under paragraph (c) of this section.
- (2) The Public Works Director may approve an anticipated bypass, after considering its adverse effects, if the Public Works Director determines that it will meet the three conditions listed in paragraph (d)(1) of this Section.

Article 10. - Enforcement Response Plan for Industrial user Noncompliance

Sec. 6-5.1001. - General overview.

- (a) *Purpose of enforcement response plan.* The ~~is~~ enforcement response plan (ERP) in this article ~~represents enumerates the~~ enforcement actions, and their respective time frames that may be taken by the City of Yuba City, against an industrial user for noncompliance ~~with~~ permit conditions, this ~~chapter of the Yuba City Municipal Code, or Federal~~ chapter of the Yuba City Municipal Code, or Federal and State regulations.
- (b) *Definitions.*
 - (1) *Major violations—*~~Significant~~ significant *noncompliance (SNC).* Any violation of pretreatment requirements (including limits, sampling, analysis, reporting, and meeting compliance schedules ~~and~~, ~~and~~ regulatory deadlines) is an instance of noncompliance for which the industrial user is liable for enforcement, including monetary penalties. Instances of SNC are industrial user violations, which meet one or more of the following criteria:
 - (i) Significant violations of wastewater discharge limits:
 - A. *Chronic violations.* 66% or more of all the measurements taken for the same pollutant parameter taken during a six-month period ~~exceeded~~ (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits as defined in Article 2;
 - B. *Technical ~~Review~~ review criteria (TRC) violations.* 33% or more of the measurements taken for each pollutant parameter during a six-month period ~~e. Equals~~ or ~~exceeds~~ the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by Article 2 multiplied by the applicable criteria;

There are two groups of TRCs:

Group I for conventional pollutants
(BOD, TSS, fats, oils, and/or grease)
TRC = 1.4

Group II for all other pollutants except pH
TRC = 1.2;

- C. Any other violation(s) of a pretreatment standard or requirement as defined by Article 2 that the Public Works Director ~~determined-determines~~ has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass-through_i; or endangered the health of the ~~sewage-wastewater~~ treatment personnel or the public;
 - D. Any discharge of a pollutant that has caused imminent endangerment to human health/welfare or to the environment or has resulted in the treatment plant's emergency authority to halt or prevent such a discharge;
 - E. Failure to meet, within 90 days of the scheduled date, a compliance-schedule milestones_s, contained in a local control mechanism or enforcement order, for starting construction, completing construction, or attaining final compliance by 90 days;
 - F. Failure to provide_i within 30 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 - G. Failure to accurately report noncompliance; or
 - H. Any other violation or group of violations, which may include a violation of best management practices, which the ~~Utilities-Public Works~~ Director determines will adversely affect the operation or implementation of the local pretreatment program.
- (2) *List of violators.* The Public Works Director shall publish annually, in a newspaper of general circulation in the Yuba City area, a list of the industrial users who significantly violated applicable pretreatment requirements or standards at least once during the 12 previous months. The notification shall also summarize any enforcement actions taken against the industrial user(s) during the same 12 months.
- (3) *Officials responsible.* The Public Works Director or designee, in accordance with this chapter of ~~the Yuba City Municipal~~this Code, will notify the City Attorney of any civil action or municipal code enforcement required. The District Attorney will prosecute criminal violations of ~~State-state~~ water or health and safety laws.
- (c) *Notice of violation and follow-up.* When a violation occurs (with the exception of certain, insignificant/minor first offenses), a notice of violation (NOV) or a warning letter ~~is-shall be~~ sent via a certifiable means (U.S. Postal ServiceMail, Fed-Ex, UPS, etc.) to the responsible party at the place of business. A written response by the industrial user may be required, which states the cause of the violation, the corrective actions which will be taken to prevent recurrence, and the time frame to complete corrective actions.
- (1) If an industrial user fails to ~~correct its problems,take corrective action~~, if the violation appears to be a part of a recurring pattern, or ~~if~~ the level of the violation is of a large magnitude, a formal meeting will be arranged_i with representatives of the firm and the Public Works Director or designee to discuss the problem or possible corrective actions. At this time, the firm may be issued an administrative order containing or requesting a time schedule for compliance and additional monitoring requirements and/or fines.
 - (2) Any industrial user who intentionally or willfully violates any provision of any permit issued pursuant to this chapter_i; ~~or~~ intentionally or willfully discharges waste or wastewater which causes pollution_i; or ~~who~~ violates any cease and desist order,

established effluent limitations, national standard of performance, or national pretreatment or toxicity standard shall be fined not more than \$50,000 for each offense. The Public Works Director, after determining the existence of a violation, may levy fines, which shall be in accordance with this chapter of the ~~e-Yuba City Municipalis~~ Code and applicable ~~State-state~~ and ~~Federal-federal~~ law. Each day on which a violation ~~may~~ occurs or continues shall be deemed a separate and distinct offense.

- (3) ~~In instances where the firm is a significant violator (in significant noncompliance or SNC); If noncompliance has been deemed significant (SNC)~~ or in situations where a discharge may pose a threat to the safety of operation of the POTW or its personnel, the industrial user will be issued a cease-and-desist order. This order, issued by the Public Works Director, may order the ~~firm-user~~ to comply immediately or impose additional requirements. ~~on the industry.~~
- (4) Violations believed to be caused through deliberate acts or intentional discharge of hazardous wastes, as specified in 40 CFR 413 and 433, will be referred to the City Attorney for further enforcement. The City Attorney may then petition the Superior Court of California, County of Sutter for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the required performance.
- (d) *Appeal.* Any permit applicant, permit holder, or other discharger affected by any decision, action, or determination made by the Public Works Director, including cease-and-desist orders, ~~made by the Public Works Director~~ may file with the Public Works Director a written request for reconsideration within ten days of such decision, action, or determination, setting forth in detail the facts supporting the request. The Public Works Director will then decide whether to hold a hearing on the request. The Director shall act upon a request for reconsideration within ten days from the date of filing or the close of the reconsideration hearing. The decision, action, or determination shall remain in effect during such period of review by the Director.

If the ruling made by the Public Works Director is unsatisfactory to the person requesting reconsideration, ~~he~~ they may, within ten days after notice of the action by the Director, file a written appeal to the City Manager.

The written appeal shall state all pertinent aspects of the matter, and shall include the hearing record if one was requested. Within 30 days after the written appeal is received, the City Manager shall hold a hearing after due notice to the appellant. The City Manager may establish rules and regulations governing the hearing of such appeals. The City Manager shall make a final ruling on the appeal within ten days after close of the hearing. The decision, action, or determination shall remain in effect during such period of review by the City Manager.

Any person who ~~shall be~~ is dissatisfied with the action of the City Manager may appeal to the Council in accordance with Chapter 4 of Title 1 of this Code. In the event of such an appeal, the City Manager shall transmit to the Council a report setting forth the reasons for the action taken.

- (e) *Civil and criminal penalties.* If the industrial user fails to comply with the administrative cease-and-desist order, the City may pursue any of the alternative civil or criminal remedies herein against any discharger.

Sec. 6-5.1002. - Enforcement response plan outline.

The following is an outline of the City's ~~enforcement response plan (ERP)~~ ERP enforcement procedures. These procedures were developed according to the September 1989 EPA

guidelines for "Developing Control Authority Enforcement Response Plans." This section is sometimes referred to as the enforcement response guide ~~(or~~ ERG).

(a) *Administrative.*

- (1) ~~Tele~~Phone call, ~~email, or and~~ reminder letter to notify industrial user ~~(IU)~~ of violation. ~~May it~~ includes request for explanation of violation from ~~industrial user~~ IU.
 - (i) Done as soon as possible upon discovery of violation.
- (2) Notice of violation (written):
 - (i) Sent by certifiable means (U.S. Mail, Fed-Ex, UPS, etc.) within ~~five working days~~ a timely manner after ~~the~~ violation.
- (3) Fines assessed by City for violation(s):
 - (i) Intended to punish the ~~industrial user (IU)~~ IU for noncompliance.
 - (ii) No court intervention unless IU contests fine.

~~(4)~~ Administrative fines:

- ~~(i)~~ Assessed for repeated or serious violations.
- ~~(ii)~~ Attached to an administrative order.

~~(4)~~ Administrative orders types:

- (i) Show-cause order~~;~~ allows the ~~industrial user (IU)~~ to appear before the Public Works Director or representative and explain the noncompliance and why more severe enforcement actions should not be taken.
- (ii) Enforcement documents~~;~~ directs ~~industrial users~~ IU to implement corrective or remedial measures (compliance orders).
- (iii) Cease-~~and~~-desist order(s).
- (iv) Consent orders~~;~~ negotiated settlement agreed upon by the City and the IU.
- (v) Revocation of permit~~;~~
 - A. Failure of an industrial user to factually report the sewage constituents and characteristics of ~~its~~ their discharge;
 - B. Failure of an ~~industrial user~~ IU to report significant changes in operations, site plans, floor plans, mechanical and plumbing plans, or sewage constituents and characteristics; or
 - C. Refusal of reasonable access to an IU ~~industrial user~~'s premises for the purpose of inspection or monitoring.
- (vi) Industrial wastewater service termination.

~~(5)~~ Administrative fines:

- ~~(i)~~ Assessed for repeated or serious violations.
- ~~(ii)~~ Attached to an administrative order.

(b) *Judicial enforcement.*

- (1) Civil Litigation~~;~~

- (i) Lawsuits filed against IU to:
 - A. Recover costs associated with noncompliance;
 - B. Impose civil penalties;
 - C. Seek injunctive relief;
 - D. Acquire a cCourt order ~~issued~~ to return IU to compliance.
- (ii) Process of litigation:
 - A. City decides to sue;
 - B. City Attorney files complaint with the Ccourt;
 - C. IU responds to complaint by filing an answer;
 - D. Depositions and interrogations;
 - E. Trial date set;
 - F. Settlement negotiations, if any;
 - G. Trial occurs;
 - H. Verdict is issued;
 - I. Appeals are made.
- (c) *Criminal prosecution.*
 - (1) Purpose:
 - (i) To punish noncompliance rather than recover costs;
 - (ii) To deter future noncompliance;
 - (2) City must prove intent and/or negligence;
 - (3) Criminal prosecution process:
 - (i) Discovery of the crime;
 - (ii) Gathering evidence;
 - (iii) Initiating criminal prosecution;
 - (iv) Defendant's pretrial options:
 - A. Plead guilty;
 - B. Jury trial;
 - (4) The criminal trial;
 - (5) Sentencing and appeals.

Sec. 6-5.1003. - Enforcement response plan procedures.

The table below describes the City's enforcement response options per violation type. The official(s) responsible for enforcement shall be the Public Works Director and/or duly authorized representative. The following abbreviations shall be used throughout the ERP table:

AO = Administrative Order

CO = Consent Order
 NOV = Notice of Violation
 SCO = Show Cause Order
 WL = Warning Letter

Item	Nature of Violation	Enforcement Option
A. Unauthorized Discharges (no permit or approval)		
1. Non-Permitted Discharge Violations		
1A	Industrial waste discharger unaware of wastewater discharge permit requirement; no harm to	Email or phone call and Issue WL with time schedule. Deadline for application submittal not to exceed 30 days.
1B	Industrial waste discharge without a permit resulting in violation of POTW NPDES permit, potential harm to POTW, environment or personnel.	Invoke emergency enforcement as necessary to abate discharge. May proceed with any of the following: a) Issue Administrative Order; b) Assess fine; c) Civil litigation seeking penalties up to \$10,000
1C	Industrial waste discharge without a permit and evidence of intentional dumping or discharge of toxic pollutants of concern (metals and/or priority organics).	Issue AO to immediately halt discharge and issue NOV with time schedule. Deadline for application submittal not to exceed 15 days May proceed with any of the following: a) Assess Administrative Fine b) Civil/Criminal Action
1D	Failure to submit acceptable permit application by deadline	Issue NOV with time schedule. Deadline for application submittal not to exceed 15 days.
1E	Failure to submit acceptable permit application by NOV deadline.	Issue AO and fine. May proceed with any of the following: a) Civil action b) Terminate Service
2. Non-permitted discharge (expired Permit or significant change in discharge)		
2A	Failure to apply for permit renewal. No environmental or POTW harm. Less than 30 days late	Phone/email; May proceed with any of the following: a) Issue WL with time schedule (Deadline for application submittal not to exceed 30 days)
2B	Failure to submit acceptable renewal application by deadline.	Issue NOV with time schedule. Deadline for application submittal not to exceed 15 days.
2C	Failure to submit renewal by NOV.	Proceed with any of the following: a) Issue AO and fine; b) Terminate service; c) Civil/Criminal action
B. Discharge Violations		
1. Industry exceeds final limits (categorical, local, or prohibited)		
1A	Isolated, not significant violation	Telephone call/email and require follow-up sampling Further enforcement actions:

1B	<u>Frequent, insignificant (repeated offense)</u>	<u>Issue NOV</u>
1C	<u>Frequent, insignificant (any offense)</u>	<u>Issue NOV</u>
1D	<u>Significant Violations that are SNC</u>	<u>Proceed with all the following:</u> <u>Issue NOV</u> <u>Issue Fine</u> <u>SNC publication in local newspaper</u>
1E	<u>Causes known; environmental or POTW damage (endangerment of life)</u>	<u>Issue AO to halt discharge;</u> <u>May proceed with any of the following:</u> <u>a) Issue fines</u> <u>b) Civil litigation</u> <u>c) Terminate services</u>
1F	<u>Failure to meet requirements specified in any NOV</u>	<u>Any of the following:</u> <u>a) Meet with IU;</u> <u>b) Issue AO;</u> <u>c) Issue Fine.</u>
<u>2. Slug load discharge without notifying the City</u>		
2A	<u>Isolated- no known damage</u>	<u>Issue NOV;</u> <u>Require IU to develop a spill control program</u>
2B	<u>Isolated with known interference, pass through, or damage</u>	<u>Any of the following:</u> <u>a) Fine up to \$50,000 per day</u> <u>b) Civil action</u>
2C	<u>Recurring</u>	<u>Any of the following:</u> <u>a) Fine up to \$50,000 per day;</u> <u>b) Civil action;</u> <u>c) Terminate service</u>
<u>C. Sampling, Monitoring, Equipment maintenance, and Reporting Violations</u>		
<u>1. Late Report (any type, includes incomplete report)</u>		
1A	<u>Once; report less than five days late</u>	<u>Any of the following:</u> <u>a) Telephone call</u> <u>b) Email</u> <u>c) Issue WL</u>
1B	<u>Report less than 30 days late</u>	<u>Issue NOV</u>
1C	<u>Report greater than 30 days late</u>	<u>Issue NOV with Fine;</u> <u>SNC publication</u>
1D	<u>Twice during any consecutive four-quarter period</u>	<u>Issue NOV</u>
1E	<u>Three times during any consecutive four-quarter period</u>	<u>Issue NOV, Fine</u>
<u>2. Improper Signature or Certification</u>		
2A	<u>Report is improperly signed or certified</u>	<u>Telephone call/Email; or</u> <u>Issue WL</u>
2B	<u>Report is improperly signed or certified after notice by City</u>	<u>Issue NOV with option of fine</u>
<u>3. Failure to sample during Monitoring period</u>		

3A	Sample collected greater than 30 days late	Issue NOV; May proceed with any of the following: a) Issue Fine; b) SNC publication
3B	Twice during any consecutive four-	Issue NOV; option of fine
3C	Three times during any consecutive four-quarter period	Issue NOV May follow with: a) Issue fine b) SNC publication
4. Improper Sampling		
4A	Incorrect sample type and/or missed hold time	Issue WL with requirement for sample collection within 30 days
4B	Repeated Incorrect sample type, miss hold time, resample later than 30 days	Issue NOV, option of fine
5. Failure to Report Instances of Noncompliance		
5A	Failure to report discharge limit violation, spill, upset, bypass or	Issue NOV
5B	Failure to report discharge limit violation, spill, upset, bypass or changed discharge (results in harm to POTW, personnel, environment,	Issue AO May proceed with any of the following: a) Issue Fine b) Terminate Service c) Civil action
5C	Repeated failure to report discharge limit violation, spill, upset, bypass, or change discharge	Any of the following: a) Civil Action b) Terminate Service
6. Failure to install monitoring equipment		
6a	Delay of less than 30 days	Any of the following: a) Telephone call b) Email c) Issue WL
6b	Delay of greater than 30 days	Any of the following: a) Issue NOV b) Issue AO c) Issue Fine
6c	Recurring Violation of Administrative Order	Any of the following: a) Civil Action b) Criminal Investigation c) Terminate service
7. Failure to properly operate and Maintain pretreatment equipment		
7a	No Harm	Any of the following: a) Issue WL b) Issue NOV c) Issue Fine d) Issue CO

7b	<u>Results in harm</u>	Issue AO May proceed with any of the following: a) <u>Show Cause Hearing;</u> b) <u>Issue Fine;</u> c) <u>Civil Action;</u> d) <u>Terminate Service</u>
8. Reporting False Information; Falsification		
8a	<u>Falsification of any type, including but not limited to reporting and sampling</u>	Any of the following: a) <u>Criminal investigation</u> b) <u>Civil litigation</u> c) <u>Criminal Prosecution seeking maximum penalties allowed by State Law</u> d) <u>Terminate Services</u>
D. Compliance Schedule Violations		
1. Missed Milestone date		
1a	<u>Less than 30 days or will not affect final milestone</u>	Any of the following: a) <u>Telephone call</u> b) <u>Email</u> c) <u>Issue a WL</u> d) <u>Issue AO with fine</u>
1b	<u>Missed by more than 30 days, or will affect final milestone Violation for good cause (weather, materials unavailable, etc.)</u>	Schedule a meeting to change final date; May proceed with any of the following: a) <u>Issue AO</u> b) <u>Issue Fine</u>
1c	<u>Missed by more than 30 days, or will affect final milestone. Violation without cause</u>	Show cause hearing, seek penalties of \$500 per day of violation
2. Failure to meet Compliance Schedule, Reporting requirements		
2a	<u>Did not submit report but did complete milestone</u>	Any of the following: a) <u>Telephone call</u> b) <u>Email</u> c) <u>Issue WL</u>
2b	<u>Did not submit report or meet milestone</u>	Schedule a meeting; May proceed with the following: a) <u>Issue AO</u> b) <u>Issue fine</u>
3. Missed Final date		
3a	<u>Good Cause</u>	<u>Telephone call or Email</u>
3b	<u>30 days or more outstanding; failure or refusal to comply without good cause</u>	Any of the following: a) <u>Show Cause hearing</u> b) <u>Issue AO with fines</u> c) <u>Judicial Action</u>
E. Spill Incidents		
1. Spill Incident		
1a	<u>Reported by industry</u>	Any of the following: a) <u>Issue WL</u> b) <u>Issue NOV</u> c) <u>Meet with IU</u>

1b	<u>Failure to report spill</u>	<u>Issue NOV</u> <u>May proceed with any of the following:</u> <u>a) Issue AO with fines</u>
<u>2. Repeated Spill incidents</u>		
2a	<u>Failure to develop and/or upgrade spill prevention program</u>	<u>Issue NOV</u> <u>May proceed with any of the following:</u> <u>a) Issue AO with fines</u> <u>b) Show cause hearing</u>
2b	<u>Failure to act on a decision of compliance meeting and results in known environmental damage and/or</u>	<u>Judicial Action, terminate service</u>
<u>F. Violations detected through industrial inspections/investigations</u>		
<u>1. Entry Denial</u>		
1a	<u>Entry denied or consent withdrawn</u> <u>Copies of records denied</u>	<u>Obtain warrant and return to IU</u>
<u>2. Illegal Discharge</u>		
2a	<u>No harm</u>	<u>Issue NOV</u> <u>May proceed with any of the following:</u> <u>a) Issue AO with Fine</u>
2b	<u>Results in harm to POTW, environment or personnel</u>	<u>Show Cause Hearing:</u> <u>May proceed with any of the following:</u> <u>a) Issue AO with fine</u> <u>b) Civil Action</u> <u>c) Terminate service</u>
2c	<u>Harm to POTW, environment or personnel and evidence of "willful or neglect" action</u>	<u>Any of the following:</u> <u>a) Civil Action</u> <u>b) Criminal Investigation</u> <u>c) Terminate Services</u>
<u>3. Improper Sampling</u>		
3a	<u>Unintentional; incorrect location, incorrect sample type, incorrect sample technique/preservation</u>	<u>Any of the following:</u> <u>a) Telephone call</u> <u>b) Correct at site</u> <u>c) Email</u> <u>d) Issue WL</u> <u>e) Issue NOV</u>
<u>4. Inadequate record keeping</u>		
4a	<u>Inspector finds files incomplete or missing, and no evidence of "willful or</u>	<u>Issue NOV</u>
4b	<u>Inadequate record keeping continues after notice by City</u>	<u>Issue AO with fine</u>
4c	<u>Incomplete or missing files and evidence of "willful or negligent" action</u>	<u>Any of the following:</u> <u>a) Criminal Investigation</u> <u>b) Criminal Action</u> <u>c) Terminate Service</u>
4d	<u>Inspector finds additional files/data</u>	<u>Issue NOV</u>
<u>5. Failure to report additional monitoring</u>		

5a	<u>No harm to POTW, et al</u>	<u>Issue NOV</u>
5b	<u>Failure to report additional data</u>	<u>Issue NOV</u>
5c	<u>Failure to report additional data after notice from City</u>	<u>Issue AO with fine</u>
G. Other permit Violations		
1. Waste streams are diluted in lieu of treatment		
1a	<u>Initial Violation</u>	<u>Issue AO</u>
1b	<u>Dilution continues in lieu of treatment after notification by City</u>	Any of the following: <u>a) Show Cause hearing</u> <u>b) Civil action</u> <u>c) Terminate Service</u>
2. Failure to mitigate noncompliance		
2a	<u>Does not result in harm</u>	<u>Issue NOV</u>
2b	<u>Results in harm to POTW, environment, or personnel</u>	<u>Issue AO with fine;</u> <u>May proceed with any of the following:</u> <u>a) Civil Action</u> <u>b) Terminate Service</u> <u>c) Criminal Investigation</u>

~~(a) — Unauthorized discharges (no permit or approval).~~

Noncompliance	Violation	Initial Response; Follow-Up	Officials Responsible
(1) Non-permitted discharge (where permit would be required)	Discharger unaware of wastewater discharge permit requirement. No environmental or POTW damage	Issue Warning Letter and/or phone call. Deadline for application submittal not to exceed 30 days	Public Works Director or duly authorized representative
	Discharger unaware of wastewater discharge permit requirement; Results in violation of POTW NPDES permit, or potential harm to POTW, environment or personnel	Administrative Order to immediately halt discharge; fine or civil litigation seeking penalties up to \$10,000 per day, or terminate service	Public Works Director or duly authorized representative
	Industrial waste discharge without permit and evidence of intentional	Administrative Order to immediately halt; Issue NOV with time schedule.	Public Works Director or duly authorized

	dumping or discharge of toxic pollutants of concern (metals and/or priority organics)	Deadline for application submittal not to exceed 15 days; Administrative Fine; Civil/Criminal Action	representative
	Failure to submit acceptable discharge permit application by deadline	Issue NOV with time schedule. Deadline for application submittal not to exceed 15 days	Public Works Director or duly authorized representative
	Failure to submit acceptable discharge permit application by NOV deadline	Issue Administrative Order and fine; Civil Action; Terminate service	Public Works Director or duly authorized representative
(2) Non-permitted discharge (expired permit or significant change in discharge has occurred)	Failure to apply for permit renewal. No environmental or POTW damage. Less than 30 days late	Issue Warning Letter and/or phone call. Deadline for application submittal not to exceed 30 days	Public Works Director or duly authorized representative
	Failure to submit acceptable discharge permit application by deadline	Issue NOV with time schedule. Deadline for application submittal not to exceed 15 days	Public Works Director or duly authorized representative
	Failure to submit acceptable discharge permit application by NOV deadline	Issue Administrative Order and fine; Civil Action; Terminate service	Public Works Director or duly authorized representative

(b) *Discharge violations.*

Noncompliance	Violation	Initial Response; Follow-Up	Officials Responsible
(1) Industry exceeds final limits (categorical, local, or prohibited)	Isolated, not significant violation	Telephone call and/or NOV; Require follow-up sampling.	Public Works Director or duly authorized representative

	Frequent, insignificant (repeated offense)	Notice of Violation	Public Works Director or duly authorized representative
	Frequent, insignificant (any offense)	Notice of Violation Administrative fine may be omitted	Public Works Director or duly authorized representative
	Significant Violation(s) that are SNC	NOV SNC Publication and/or Fine	Public Works Director or duly authorized representative
	Causes known; environmental or POTW damage (endangerment of life)	Administrative Order to halt discharge, terminate service, fines and/or civil litigation	Public Works Director or duly authorized representative
	Failure to meet requirements specified in any NOV	Meet with Industrial User and/or issue Administrative Order, Administrative Fine	Public Works Director or duly authorized representative
(2) Slug load discharge without notifying City	Isolated no known damage	Notice of Violation; Require industry to develop a spill control program	Public Works Director or duly authorized representative
	Isolated with known interference, pass through, or damage results	Fine up to \$50,000 per day and/or civil action	Public Works Director or duly authorized representative
	Recurring	Fine up to \$50,000 per day and/or civil action, terminate service	Public Works Director or duly authorized representative

(c) Sampling, monitoring, and reporting violations.

Noncompliance	Violation	Initial Response; Follow-Up	Officials Responsible
(1) Late Report (any type) (includes incomplete report)	Once; Report less than five days late	Telephone call or Warning Letter	Public Works Director or duly authorized representative
	Report less than 30 days late	NOV	Public Works Director or duly authorized representative
	Report greater than 30 days late	NOV and/or Fine SNC publication	Public Works Director or duly authorized representative
	Twice during any consecutive four-quarter period	NOV and/or Fine	Public Works Director or duly authorized representative
	Three times during any consecutive four-quarter period	NOV and/or Fine	Public Works Director or duly authorized representative
(2) Improper Signature or Certification	Report is improperly signed or certified	Phone call or Warning Letter	Public Works Director or duly authorized representative
	Report is improperly signed or certified after notice by City	NOV and/or Fine	
(3) Failure to Sample during Monitoring Period	Once (Sample collected less than 30 days late)	Telephone call or Warning Letter;	Public Works Director or duly authorized representative
	Sample collected greater	NOV and/or Fine and/or	Public Works

	than 30 days late	SNC	Director or duly authorized representative
	Twice during any consecutive four-quarter period	NOV and/or Fine	Public Works Director or duly authorized representative
	Three times during any consecutive four-quarter period	NOV and/or Fine SNC	Public Works Director or duly authorized representative
(4) Improper Sampling	Incorrect sample type and/or missed hold time	Warning Letter Resample within 30 days	Public Works Director or duly authorized representative
	Repeated incorrect sample type and/or missed hold time and/or resample later than 30 days	NOV and/or Fine	Public Works Director or duly authorized representative
(5) Failure to Report Instances of Noncompliance	Failure to report discharge limit violation, spill, upset, bypass or changed discharge (no harm)	NOV	Public Works Director or duly authorized representative
	Failure to report discharge limit violation, spill, upset, bypass or changed discharge (results in harm to POTW, personnel, environment, and/or any City discharge limit)	Administrative Order and Fine, Terminate Service, Civil Action	Public Works Director or duly authorized representative
	Repeated failure to report discharge limit violation, spill, upset, bypass or changed discharge	Civil Action Terminate Service	Public Works Director or duly authorized representative
(6) Failure to install	Delay of less than 30 days	Warning Letter and/or	Public Works

monitoring equipment		phone call	Director or duly authorized representative
	Delay of greater than 30 days	NOV and/or Administrative Order and/or Fine	Public Works Director or duly authorized representative
	Recurring violation of Administrative Order	Civil Action, Criminal Investigation, Terminate Service	
(7) Failure to properly operate and maintain pretreatment facility	No harm	NOV Compliance Order	Public Works Director or duly authorized representative
	Results in harm	Show Cause Hearing, Administrative Order and Fine, Civil Action, Terminate Service	Public Works Director or duly authorized representative
	Harm to POTW, environment or personnel	Administrative Order and Fine, Civil Action, Terminate Service	Public Works Director or duly authorized representative
(8) Reporting False Information; Falsification	Falsification of any type, including but not limited to reporting and sampling	Referral to City Attorney for criminal investigation; Civil litigation and/or criminal prosecution seeking maximum penalties allowed by State law; terminate service	Public Works Director or duly authorized representative

(d) Compliance schedule violations.

Noncompliance	Violation	Initial Response; Follow-Up	Officials Responsible
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(1) Missed milestone date	Less than 30 days or will not affect final milestone	Telephone call or letter (Notice of Violation) or Administrative Order with Fine	Public Works Director or duly authorized representative
	Missed by more than 30 days, or will affect final milestone Violation for good cause (weather, materials unavailable, etc.)	Meeting to change final date (Notice of Violation) and/or Administrative Order with fine	Public Works Director or duly authorized representative
	Missed by more than 30 days, or will affect final milestone. Violation without good cause	Show cause hearing, seek civil penalties of \$500 per day of violation	Public Works Director or duly authorized representative
(2) Failure to meet compliance schedule, reporting requirements	Did not submit report but did complete milestone	Telephone call or letter (Notice of Violation)	Public Works Director or duly authorized representative
	Did not submit report or meet milestone	Meeting, Administrative Order and/or fines	Public Works Director or duly authorized representative
(3) Missed final date	Good cause	Telephone call (Notice of Violation)	Public Works Director or duly authorized representative
	30 days or more outstanding; failure or refusal to comply without good cause	Show cause hearing, Administrative Order with fines, judicial action	Public Works Director or duly authorized representative

~~(e) Spill incidents.~~

Noncompliance	Violation	Initial Response; Follow-Up	Officials Responsible
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(1) Spill incident	Reported by industry	Notice of Violation, meeting	Public Works Director or duly authorized representative
	Failure to report spill	Notice of Violation and/or Administrative Order with fines	Public Works Director or duly authorized representative
(2) Repeated spill incidents	Failure to develop an upgrade spill prevention program	Notice of Violation, Administrative Order with fines, show cause hearing	Public Works Director or duly authorized representative
	Failure to act on a decision of compliance meeting and results in known environmental damage and/or POTW damage	Judicial action, terminate service	Public Works Director or duly authorized representative

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~~(f) Violations detected through industrial inspections/investigations:~~

Noncompliance	Violation	Initial Response; Follow-Up	Officials Responsible
(1) Entry Denial	Entry denied or consent withdrawn Copies of records denied	Obtain warrant and return to IU	Public Works Director or duly authorized representative
(2) Illegal Discharge	No harm	NOV and/or Administrative Order with fine	Public Works Director or duly authorized representative
	Results in harm to POTW, environment or personnel	Show cause Hearing, Administrative Order with fine, Civil Action, Terminate Service	Public Works Director or duly authorized representative

	Harm to POTW, environment or personnel and evidence of "willful or neglect" action	Civil Action, Criminal Investigation, Terminate Service	Public Works Director or duly authorized representative
(3) Improper sampling	Unintentional; incorrect location, incorrect sample type, incorrect sample technique/preservation	Phone call/correct at site and/or warning letter and/or NOV	Public Works Director or duly authorized representative
(4) Inadequate record keeping	Inspector finds files incomplete or missing, and no evidence of "willful or negligent" action	NOV	Public Works Director or duly authorized representative
	Inadequate record keeping continues after notice by City	Administrative Order with fine	Public Works Director or duly authorized representative
	Incomplete or missing files and evidence of "willful or negligent" action	Criminal Investigation, Criminal Action, Terminate Service	Public Works Director or duly authorized representative
	Inspector finds additional files/data	NOV	Public Works Director or duly authorized representative
(5) Failure to report additional monitoring	No harm to POTW, et al	NOV	Public Works Director or duly authorized representative
	Failure to report additional data after notice from City	Administrative Order with fine	Public Works Director or duly authorized representative

(g) ~~Other permit violations.~~

Noncompliance	Violation	Initial Response; Follow-Up	Officials Responsible
(1) Waste streams are diluted in lieu of treatment	Initial violation	Administrative Order	Public Works Director or duly authorized representative
	Dilution continues in lieu of treatment after notification by City	Show Cause Order, Civil Action, Terminate Service	Public Works Director or duly authorized representative
(2) Failure to Mitigate noncompliance or halt production	Does not result in harm	NOV	Public Works Director or duly authorized representative
	Results in harm to POTW, environment, or personnel	Administrative Order with fine, Civil Action, Terminate Service, Criminal Investigation	Public Works Director or duly authorized representative

Article 11. - Reserved

Article 12. - Fats, Oils, and Grease Discharge from Food Service Establishments

Sec. 6-5.1201. - General overview.

Purpose. The purpose of this chapter is to facilitate the maximum beneficial public use of the City's sewer services and facilities while preventing blockages of the sewer lines resulting from discharges of fats, oils, and greases (FOG) from residential, industrial, and food service establishments (FSE) to the sewer facilities, and to specify appropriate FOG discharge requirements for FSEs.

Sec. 6-5.1202. - Regulations.

(a) *Permits.* ~~NAI~~ nonresidential facilities, including not-for-profit and government-owned facilities, that prepare, process, or serve food, as determined by the Public Works Director or designee, may be required to keep a valid wastewater discharge permit issued by the City as outlined in the provisions of Section 6-5.402.

- (1) The wastewater discharge permit for any facility shall be renewed whenever there is a change in operation including facility expansion, remodeling, or change in ownership. Permits are issued for a specifically named establishment at a particular location and are not transferable.

- (2) A limited food preparation establishment is not considered an FSE and is exempt from obtaining a wastewater discharge permit. Exempt establishments shall be engaged only in reheating, hot holding, or assembly of ready-to-eat food products, and as a result, there is no wastewater discharge containing significant FOG. A limited food preparation establishment does not include any operation that changes the form, flavor, or consistency of food.
- (b) *Discharge limitations.* No FSE shall discharge FOG or cause FOG to be discharged into the public sewer that causes an SSO, exceeds a concentration level set forth in Section 6-5.208, or that may accumulate and/or cause or contribute to blockages in the public sewer.
- (c) *Prohibitions.* FSEs are prohibited from ~~doing any of~~ the following:
- (1) Installing food grinders in the plumbing system of new construction. All FSEs that undergo a change in operations or remodeling shall remove any existing food grinders concurrent with such change or remodeling, except as otherwise expressly allowed by the Public Works Director;
 - (2) Introducing any additives into an FSE's plumbing system, grease trap, and/or grease interceptor for the purpose of emulsifying FOG, biologically and/or chemically treating FOG for grease remediation, and/or as a supplement to grease interceptor maintenance;
 - (3) Disposing waste cooking oil into the public sewer or storm drain. All waste cooking oils shall be collected and stored properly in receptacles such as rendering bins, barrels, or drums for recycling or other acceptable methods of disposal;
 - (4) Discharging wastewater from dishwashers to any grease removal device;
 - (5) Discharging wastewater with temperatures in excess of 140° ~~degrees~~ Fahrenheit (60° Celsius) into any grease control device, including grease traps and interceptors;
 - (6) Discharging wastes containing fecal materials from toilets, urinals, wash basins, or other fixtures to waste lines directed to grease interceptors and/or other grease control devices;
 - (7) Discharging FOG and solid materials removed from a grease control device to the public sewer. Grease removed from grease interceptors shall be waste hauled to an approved disposal site as part of the operation and maintenance requirements for grease interceptors;
 - (8) Operating grease interceptors with FOG and solids accumulation exceeding 25% of the design hydraulic depth of the grease interceptor (25% rule);
 - (9) Discharging FOG and other pollutants above the local discharge limits set forth in Section 6-5.208.
- (d) *Violations.* Any violation of the terms and conditions of a wastewater discharge permit, BMP, or any requirement or prohibition of the FOG control program shall be deemed a violation of this chapter and subjects the wastewater discharge permittee and/or FSE to the sanctions set out in Articles 6 and 7 of this chapter.

Sec. 6-5.1203. - Requirements.

- (a) *Design.* All grease removal devices shall be designed and sized in accordance with the standards outlined in the most recent version of the California Plumbing Code (CPC) or as required by the City, whichever is more stringent.

(b) *Installation.*

- (1) The owner of every newly constructed, remodeled, or converted commercial or industrial FSE with one or more grease-generating activities, including FSEs with new or replacement kitchens for which a building permit is issued, shall install an approved grease interceptor for each grease-generating activity, of a size equal to or greater than the minimum size requirements as set forth in the most recent CPC.
- (2) Existing FSEs, which do not currently have a grease interceptor installed, which have caused or contributed to grease-related blockage in the sewer system, or which have sewer-service laterals connected to hot spots, or which have been determined to contribute significant FOG to the sewer system by the City based on inspection or sampling, shall be deemed to have reasonable potential to adversely impact the sewer system, and shall install grease interceptors within 180 days upon notification by the Public Works Director or designee.
- (3) All grease-removal devices must be installed in a location that allows for easy accessibility for inspections and maintenance.

(c) *Variance.* An FSE may obtain a variance from the grease-interceptor requirement to allow alternative pretreatment technology that is, at least, equally effective in controlling the FOG discharge in lieu of a grease interceptor, if the FSE demonstrates that it is impossible or impracticable to install, operate, or maintain a grease interceptor. The Public Works Director or designee's determination to grant a variance will be based upon, but not limited, to, evaluation-existence of the following conditions:

- (1) There is no adequate space for installation and/or maintenance of a grease interceptor;.
- (2) There is no adequate slope for gravity flow between kitchen plumbing fixtures and the grease interceptor and/or between the grease interceptor and the private collection lines or the public sewer; or.
- (3) The FSE can justify that the alternative pretreatment technology is equivalent or better than a grease interceptor in controlling its FOG discharge.

(d) *Conditional waiver.* An existing FSE may obtain a conditional waiver from installation of a grease interceptor if the FSE demonstrates that it has negligible FOG discharge and insignificant impact to the sewer system. The Public Works Director or designee's determination to grant or revoke a conditional waiver shall be based upon, but not limited to, evaluation-existence of the following conditions:

- (1) Quantity of FOG discharge as measured or as indicated by the size of the FSE based upon seating capacity, number of meals served, menu, water usage, amount of on-site consumption of prepared food, and other conditions that may reasonably be shown to contribute to FOG discharges;.
- (2) Adequacy of implementation of BMPs and compliance history;.
- (3) Sewer size, grade, condition based on visual information, FOG deposition in the sewer by the FSE, and history of maintenance and sewage spills in the receiving sewer system;.
- (4) Changes in operations that significantly affect FOG discharge; or.
- (5) Any other condition deemed reasonably related to the generation of FOG discharges by the Public Works Director or designee

(e) *Maintenance.*

- (1) Grease interceptors/traps shall be maintained in efficient operating condition by periodic removal of the full contentss of the device, which includes wastewater, accumulated FOG, floating materials, sludge, and solids. This includes scraping the sides of the device to remove any build-up on the walls, baffle, and inlet or outlet tees.
- (2) Grease interceptors shall be fully pumped out and cleaned by a licensed hauler at a minimum of every 90 days. The Public Works Director or designee may change the required maintenance frequency at any time to reflect current operating conditions or frequency when one or more of the following conditions occur:
 - (i) 25% or more of the wetted height, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or grease prior to 90 days; ~~or~~
 - (ii) The discharge exceeds BOD, COD, TSS, FOG, pH₁, or other pollutant levels established by the City; or
 - (iii) A history of noncompliance issues.
- (3) If the grease interceptor, at any time, contains FOG and solids accumulation that does not meet the requirements described in Section 6-5.1203(e)(2), the FSE shall be required to have the grease interceptor serviced immediately such that all fats, oils, grease, sludge, and other materials are completely removed from the grease interceptor. If deemed necessary, the Public Works Director or designee may also increase the maintenance frequency of the grease interceptor from the current frequency.
- (4) Grease traps shall be cleaned at a minimum of once per month or as often as necessary to prevent pass through of grease into the collection system. Grease traps shall be cleaned and inspected by a licensed grease hauler at a minimum of once per year or as often as necessary as determined by the Public Works Director and/or designee. Grease traps shall be maintained free of all food residues and any FOG waste removed during the cleaning and scraping process.
- (5) Grease interceptors or /traps shall be periodically inspected to ensure the device remains in good working condition, including any plumbing, pipes, fittings₁, and manhole covers. Any repairs to the device deemed necessary by the Public Works Director or designee ~~to the device~~ must be completed within 14 days ~~and must be done~~ at the sole expense of the establishment.
- (6) Wastes removed from each interceptor shall be disposed of at a facility permitted to receive such wastes. In no way shall the wastes be returned to any private or public portion of the collection system, storm drain, or the ~~wastewater treatment plant~~ Wastewater Treatment Facility.
- (7) FSEs may be required to provide a collection drum or container for the purpose of physically segregating oils, greases₁, and greasy solids (such as fryer oil). FSEs shall establish procedures for personnel to practice maximum segregation of oils, greases, and greasy solids to the collection drum or container prior to washing and other water cleaning which goes to the sewers. The FSE is responsible for the proper removal and disposal by a licensed rendering company of the material captured from either grease pretreatment devices on wastewater lines or the collection drum.
- (8) All costs associated with proper maintenance and cleaning of the grease interceptor or /trap shall be borne by the FSE.

- (9) Property owners of commercial properties or their official designee(s) shall be responsible for the installation and maintenance of the grease interceptor serving multiple FSEs that are located on a single parcel.
- (f) *Record-keeping.* The FSE shall be required to keep all manifests, receipts, and invoices of all cleaning, maintenance, grease removal of/from the grease control device, disposal carrier, and disposal site location for no less than three years. The FSE shall, upon request, make the manifests, receipts, and invoices available to any City representative, or inspector. These records shall include:
- (1) A logbook of grease interceptor, grease trap, or grease control device cleaning maintenance practices.
 - (2) A record of BMPs being implemented including employee training.
 - (3) Copies of records and manifests of waste-hauling interceptor contents.
 - (4) Records of sampling data and sludge height monitoring for FOG and solids accumulation in the grease interceptor.
 - (5) Records of any spills and/or cleaning of the lateral or sewer system.
 - (6) Any other information deemed appropriate by the Public Works Director or designee to ensure compliance with this chapter.
- (g) *Best management practices (BMPs).* All FSEs are required to implement BMPs in its operations to reduce grease discharged to the sanitary sewer system. Detailed requirements for BMPs shall be specified in the FOG Control Program. All FSEs are required to comply with the BMPs as set forth therein as well as any additional BMPs established by the Public Works Director or designee.
- (h) *Falsifying information or tampering with process.* It shall be unlawful to make any false statement, representation, record, report, plan, or other document that is filed with the City, or to tamper with or knowingly render inoperable any grease-control device, monitoring device, or method, or access point required under this chapter.
- (i) *Facility closure notification.* All FSEs are required to notify the Public Works Department of the facility's closure within 30 days of going out of business. It is the responsibility of the facility to conduct a final cleaning and pump out of any grease-removal device on hand. In the event the facility should fail to conduct a final pump out of the grease-removal device, the City reserves the right to perform such work at the expense of the property owner and/or outgoing utility customer of the closing facility. The property owner has ultimate responsibility for payment of any expenses or fees related to the facility closure, as per Section 6-5.706.(d).
- (j) *Right-of-entry.* The Public Works Director or designee shall be provided reasonable access to all parts of the wastewater generating and disposal facilities for the purposes of inspection and sampling during all times the FSE is open, operating, or any other reasonable time. No persons or occupants of the premises shall interfere with, delay, resist, or refuse entrance to the ~~director~~Director, an inspector, and/or an enforcement officer attempting to inspect any facility involved directly or indirectly with a discharge of wastewater to the public sewer.

Sec. 6-5.1204. - Sewer system overflows, public nuisance, abatement orders, and cleanup costs.

FSEs found to have contributed to a sewer blockage, SSOs, or any sewer system interferences resulting from the discharge of wastewater or waste containing FOG shall be ordered to install and maintain a grease interceptor, and may be subject to a plan to abate the nuisance and prevent any future health hazards created by sewer line failures and blockages, SSOs, or any other sewer system interferences. SSOs may cause threat and injury to public health, safety, and welfare of life and property and are hereby declared public nuisances. Furthermore, sewer-service lateral failures and SSOs caused by an FSE, alone or collectively, are the responsibility of the private property owner or FSE, and individual(s) as a responsible officer or owner of the FSE. If the City must act immediately to contain and clean up an SSO caused by blockage of a private or public sewer lateral or system serving an FSE, or at the request of the property owner or operator of the FSE, or ~~because of~~ due to the failure of the property owner or FSE to abate the condition causing immediate threat of injury to the health, safety, welfare, or property of the public, the City's costs for such abatement may be entirely borne by the property owner or operator of the FSE, and individual(s) as a responsible officer or owner of the FSE and may constitute a debt to the City and become due and payable upon the City's request for reimbursement of such costs. Cost recovery shall be in accordance with Title 4 Chapter 8 – Nuisance Abatement Code of this Code.

Sec. 6-5.1205. - Monitoring and reporting conditions.

(a) Monitoring for compliance with permit conditions and reporting requirements.

- (1) The Public Works Director or designee may require periodic reporting of the status of implementation of BMPs.
- (2) The Public Works Director or designee may require visual monitoring at the sole expense of the FSE to observe the actual conditions of the FSE's sewer-service lateral and sewer lines downstream.
- (3) The Public Works Director or designee may require reports for self-monitoring of wastewater constituents and FOG characteristics of the FSE needed for determining compliance with any conditions or requirements as specified in the discharge permit, BMPs, or this chapter. Monitoring reports of the analyses of wastewater constituents and FOG characteristics shall be in the manner and form approved by the Public Works Director or designee and shall be submitted upon request of the Public Works Director or designee. Failure by the FSE to perform any required monitoring, or to submit monitoring reports required by the Public Works Director or designee constitutes a violation of this chapter and ~~be shall~~ shall cause ~~for~~ the City to initiate all necessary tasks and analyses to determine the wastewater constituents and FOG characteristics for compliance with any conditions and requirements specified in the FOG control program, FSE discharge permit, or in this chapter. The FSE shall be responsible for any and all expenses of the City in undertaking such monitoring ~~analyses~~ and preparation of reports.
- (4) Other reports may be required such as compliance schedule progress reports, FOG control monitoring reports, and any other reports deemed reasonably appropriate by the Public Works Director or designee to ensure compliance with this chapter.

Sec. 6-5.1206. - Inspection and sampling conditions.

- (a) *Inspection.* The Public Works Director or designee may inspect or order the inspection and sample of the wastewater discharges of any FSE to ascertain whether the intent of this chapter is being met and the FSE is complying with all requirements. The FSE shall allow the City access to the FSE premises, during normal business hours, for purposes of inspecting the FSE's GRD and, reviewing the manifests, receipts, and invoices relating to the cleaning, maintenance, and inspection of the GRD.
- (b) *Sampling.* The Public Works Director or designee shall have the right to place or order the placement on the FSE's property or other determined locations ~~as determined by the Public Works Director or designee~~, such ~~as~~ devices as are necessary to conduct sampling or metering operations. Where an FSE has security measures in force, the FSE shall make necessary arrangements so that representatives of the City shall be permitted to enter without delay for the purpose of performing their specific responsibilities.

Sec. 6-5.1207. - Notification of spill and/or sewer system overflow.

- (a) In the event an FSE is unable to comply with any permit condition or any section of this chapter due to a breakdown of equipment, accidents, or human error or the FSE has reasonable opportunity to know that his/her/its/their discharge will exceed the discharge provisions of the FSE discharge permit of this chapter, the discharger shall immediately notify the City. If the material discharged to the sewer has the potential to cause or result in sewer blockages or SSOs, the discharger shall immediately notify the local health department and the City.
- (b) Confirmation of this notification shall be made in writing to the Public Works Director or designee at the address specified in the FOG control program no later than five working days from the date of the incident. The written notification shall state the date of the incident, the reasons for the discharge or spill, what steps were taken to immediately correct the problem, and what steps are being taken to prevent the problem from recurring.
- (c) Such notification shall not relieve the FSE of any expense, loss, damage, or other liability which may be incurred as a result of damage or loss to the City or any other damage or loss to person or property; nor shall such notification relieve the FSE of any fees or other liability which may be imposed by this chapter or other applicable law.

Sec. 6-5.1208. - Notification of planned changes.

An FSE shall notify the City at least 60 days in advance prior to any facility expansion, remodeling, or process modifications that may result in new or substantially increased FOG discharges or a change in the nature of the discharge. FSE shall notify the City in writing of the proposed expansion or remodeling and shall submit any information requested by the City for evaluation of the effect of such expansion on the FSE's FOG discharge to the sewer system.

Sec. 6-5.1209. – Enforcement of FOG program

Noncompliance. Failure on the part of any FSE to maintain continued compliance with any of the requirements set forth in Sections 6-5.1201 through Sections 6-5.1208 may result in the initiation of enforcement action, as outlined in Sections 6-5.1001- Sections 6-5.1003. Such enforcement action may include, but is not limited to, the issuance of a verbal warning, written warning, notice of violation (NOV), administrative order, administrative civil liability, and/or imposition of administrative fines and/or penalties.

Section 4.

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

Section 5.

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

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 21st day of December, 2021, and passed and adopted at a regular meeting held on the 18th day of January, 2022.

AYES:_
NOES:_
ABSENT:
ABSTAIN:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

SHANNON CHAFFIN, City Attorney
Aleshire & Wynder, LLC

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Annual Community Facilities District Report Pursuant to Government Code Section 53411
Recommendation: Note and File
Fiscal Impact: Information item only

Purpose:

Supports City Council's fiscal responsibility priority by presenting the annual report of the background and current status of the Community Facilities District as required by state law.

Council's Strategic Goal:

This item addresses City Council's Strategic Goal of fiscal responsibility.

Background:

In accordance with Government Code Sections 50075.3 (regarding special taxes) and 53411 (report on bonded proceeds), a report concerning the Sunsweet Boulevard and Valencia Estates Community Facilities Districts is required to be filed annually with the City Council. This staff report serves to fulfill the requirement.

Analysis:

The report must address the following items:

Sunsweet Boulevard, established 2004

1. The amount of funds collected and expended – On May 12, 2005, the City issued \$3,250,000 in Community Facilities District Bonds. Of this amount, \$2,705,904 was placed into the project fund and the remainder was used for cost of issuance and to establish a reserve fund. The entire \$2,705,904 has been expended on the project. On July 19, 2016, the outstanding bonds, \$2,437,327, were refunded and are referred to as special tax refunding bonds, series 2016.

Special tax assessments were placed on the properties within the district in 2005 and the amount collected for calendar year 2021, as of December 31, is \$231,044 in assessments. These funds will be used to pay debt service.

2. The status of the project required or authorized to be funded – The project as defined by the “List of Authorized Facilities” (that was adopted as part of the resolution forming the district) is complete, including related improvements (traffic signal at Highway 99 and connector road to Walton Avenue on the south side of Sunsweet), with a Notice of Completion dated July, 2007.

Valencia Estates, established 2017

1. The amount of funds collected and expended – during fiscal year 2020-21, the City collected \$17,972 in special assessments from the district property owners.
2. The status of the project required or authorized to be funded – the City expended \$4,109.40 for district administration on behalf of the district with the remainder to fund Police protection services; Fire protection and suppression services; maintenance of parks, parkways, streets and roads, and open space; flood and storm protection services, among other less common services.

Fiscal Impact:

Report only.

Alternatives:

Not applicable.

Recommendation:

Note and file the annual Community Facilities District Report pursuant to Government Code Section 53411.

Attachments:

None

Prepared By:
Spencer Morrison
Finance Director

Submitted By:
Diana Langley
City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Yuba City Purchasing System Ordinance and Purchasing Policies Update
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code by title only, and waive the second reading
Fiscal Impact: Savings of staff time and procurement costs due to improved efficiency and procurement methods.

Purpose:

To procure necessary goods and services for City operating departments in a fair, uniform, and efficient manner.

Background:

Chapter 6 of Title 2 of the City's Municipal Code, Purchasing System, is the City's guiding legal code for the procurement processes and authorization for all purchases of goods and services by the City. It is supplemented by a comprehensive Purchasing Policies and Procedures manual, as required by Section 2.6.24 – Rules and Regulations. The Code was last updated in 2008 to reflect the 2007 reorganization of the City which eliminated the Administrative Services Department, which had previously conducted all purchasing for the City, and to increase the bidding thresholds in response to increased costs for goods and services, including doubling the formal bid threshold to \$50,000 from the \$25,000 that was set in 1993 with Ordinance 16-93.

Since that time, the City has further decentralized the purchasing process, eliminated the supply warehouse, and identified a number of processes that need to be formally refined and clarified. There has also been a significant increase during the proceeding 13 years in the costs of materials, technical/maintenance services, professional services, and supplies across all relevant industries that has impacted both administrative and operational efficiency.

A committee of City staff from the Finance and Public Works Departments reviewed the existing ordinance and policies, current practices, and staff and vendor feedback, and recommends a number of refinements and additions to provide clearer and more uniform guidelines for procurement as well as increasing the authorization thresholds for approving purchases and signing contracts.

Analysis:

Many of the edits in the proposed ordinance (Attachment 1) and updated Purchasing Policies and Procedures (Exhibit 2A) are to clarify language and guidelines and improve reading comprehension for staff users and vendors. This includes restructuring the process guidelines to separate the procurement requirements for materials, technical/maintenance services, and supplies at the informal and formal bidding limits from the professional services procurement requirements, adding an appendix of definitions and expanded information about exemptions from competitive bidding (sole source vendors), contract amendments, and bid specifications and documents, and eliminating redundant or obsolete processes such as requirements regarding the warehouse stock.

In addition, there are two main purposes of the proposed updates: formalize the decentralized purchasing process to reflect current practices and staffing and adjust the dollar authorization thresholds to match changes in industry pricing and more efficiently meet the needs of operating departments. The approval of the Purchasing Policies and Procedures by the City Council would also include refinements to the authorization of signatory authority thresholds.

Decentralized Procurement:

Following the reorganization of the City, the Finance Department was given responsibility for the management and supervision of the purchasing process; however, due to staffing levels and other responsibilities, many of the duties and responsibilities for procurement and approval were transferred to the operating departments themselves rather than remaining centralized as they had been under the previous system. While this decentralization was anticipated at the time of reorganization in 2008, practical application and changes in staffing have highlighted a number of necessary changes to better solidify and facilitate the decentralized purchasing system.

Examples of decentralized responsibilities that have been expanded, added, or clarified in this update include:

- Procurement under the Public Contract Code, including formal public project bids, to the Engineering Division of Public Works
- Vendor relations and vendor evaluation are transferred to the operating departments
- Formal bids or proposals may be conducted by qualified staff from operating departments, rather than just Finance
- Finance is no longer required to evaluate and approve sole source justifications
- Evaluation of specifications and bids are transferred to the operating departments

Procurement Authorization Thresholds:

Costs for goods and services have increased substantially across the City's many industries since the last update of the ordinance in 2008, and overall inflation is now rising at its fastest rate in almost 30 years. Therefore, many common purchases and projects that could have been previously purchased quickly by staff via small purchase order or procurement card or repair services that could be readily contracted by the operating department now exceed upper thresholds, causing delays and adding extra administrative processes that were previously unnecessary for the same procurements.

In order to address inflation, better facilitate the decentralized system, and streamline the procurement process to be more efficient and user-friendly for both staff and vendors, staff recommends increasing all of the dollar authorization thresholds. The limits for the Department Head and their staff are proposed to increase at a higher ratio in order to reflect the increased independent responsibility of the

operating departments in the decentralized system. The current and proposed limits are included in the table below.

Changes to Procurement Authorization Thresholds:

Authority to Approve	Current Limit	Proposed Limit	Procurement Requirement
Staff – small purchase order & procurement card	\$1,000	\$5,000	No competition required
Department Head	\$5,000	\$25,000	Informal – 3 quotes if possible
Finance Director	\$25,000	\$50,000	
City Manager	\$50,000	\$100,000	
Council	>\$50,000	>\$100,000	Formal bid

Exceptions to Procurement Requirements:

- Professional services do not have a competitive requirement (request for proposal process is recommended when possible).
- Public projects are subject to the Public Contract Code instead, which includes dollar thresholds, bidding requirements, and authorization instructions.
- Finance-maintained direct pay list for unique procurement situations is exempt from much of the regular City encumbrance process, such as invoices from government agencies, utility providers, and subscription services.
- The City may participate in collective, cooperative bids with other agencies or “piggyback” off of a competitively bid contract from another agency.

On December 21, 2021, City Council introduced the proposed Ordinance and adopted the Purchasing Policies and Procedures Manual Update.

Fiscal Impact:

There is no immediate cost to enacting the ordinance outside of staff time to develop and implement the changes to the Municipal Code. Staff expects time efficiencies and cost savings due to increased contracting and expenditure flexibility and the streamlined procurement process.

Alternatives:

1. Direct staff to modify the proposed code and/or policy manual.
2. Do not amend the code and/or policy.

Recommendation:

Adopt an Ordinance of the City Council of the City of Yuba City amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code by title only, and waive the second reading.

Attachments:

1. Purchasing Ordinance Attachment 1 - Ordinance Update
2. Purchasing Ordinance Attachment 2 - Policy Manual Adoption

3. Purchasing Ordinance Exhibit 2A - Purchasing Manual

Prepared By:

Scarlett O. Harris
Administrative Analyst I

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY AMENDING CHAPTER 6 (PURCHASING SYSTEM) OF TITLE 2 OF THE YUBA CITY MUNICIPAL CODE

WHEREAS, the City Council of Yuba City ("City") is authorized by the California Constitution, Article XI, Section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City Council has adopted the Yuba City Municipal Code, which it periodically updates to improve the operations of the City and the quality of its services; and

WHEREAS, City Council desires to update and amend the Yuba City Municipal Code Title 2 Chapter 6 (Purchasing System) to best address the operational needs of the City.

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

Section 1.

The above recitals are all true and correct and are hereby adopted as findings.

Section 2.

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

Section 3.

Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code hereby is amended to read in its entirety as follows:

CHAPTER 6. PURCHASING SYSTEM

Sec. 2-6.01. Purpose and objectives.

The purpose of this chapter is to establish efficient procedures for the purchase of supplies, materials, equipment, contractual services, and construction work for both public projects as defined in the Public Contracts Code or non-public projects for the City at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, and to clearly define the authority for the purchasing function.

Sec. 2-6.02. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) *"Contractual services:"* ~~I shall mean~~ the rental, repair, or maintenance of equipment, machinery, and other City-owned property and other services of a like nature.
- (b) *"Open market purchases:"* ~~P shall mean~~ purchases made without prior newspaper advertising or Council action.
- (c) *Professional services:* Services performed by independent consultants such as legal, engineering, programming, planning, environmental, economic, financial, testing, specialized temporary employee services, medical, dental, accounting, surveying, landscape architecture, advertising, design, etc. This may also include services requiring peculiar or specialized abilities which by state law do not require competitive bidding.
- (d) *"Public project:"* The City elects to be subject to the Uniform Public Construction Cost Accounting Act as set forth in Section 22000 et seq. of the Public Contract Code ("Act"), and the uniform construction cost accounting procedures as set forth in said Act. Public project shall be as defined in the Act and shall be performed or awarded in accordance with the Act as the Act now reads or as hereinafter amended.
- (~~e~~) *"Purchasing Officer:"* ~~I shall mean~~ the City Manager and/or the individual(~~s~~) designated by the City Manager as Purchasing Officer.
- (~~f~~) *"Supplies," "materials," and "equipment:"* ~~A shall mean~~ any and all articles or things which shall be furnished to or used by any department, or division thereof.
- (g) *Operating department:* Any department that utilizes the goods and/or services purchased under a requisition.

Sec. 2-6.03. Purchasing subject to other regulations.

Purchases of supplies, materials, equipment, contractual services, and public projects shall be made subject to such regulations as may be prescribed by resolution of the Council and to the provisions of the Public Contract Code.

Sec. 2-6.04. Exemptions from centralized purchasing.

The City Manager or designee shall be authorized to process for payment those claims against the City where a reasonable advance estimate of costs is not possible or for essential services of a recurring nature. ~~Included, but not limited to this authorization, shall~~ This shall include, but is not limited to, ~~be~~ such items as utility services for telephone, electricity, and gas, approved claims for liability under the City's insurance program, renewal premiums for authorized insurance policies, and all expenditures for the City's payroll and employee withholdings.

Sec. 2-6.05. Purchasing Officer—Powers and duties.

The Purchasing Officer shall have the power and duty to purchase or contract for supplies, materials, equipment, and contractual services needed by any and all departments of the City.

Sec. 2-6.06. ~~Estimates of requirements~~Procurement documentation.

All ~~operating~~using departments shall file with the Purchasing Officer ~~detailed estimates~~appropriate documentation of their requirements for supplies, materials, equipment, and contractual services in such manner, at such times, and for such future periods as the Purchasing Officer shall prescribe and in accordance with the City's retention policy.

Sec. 2-6.07. Requisitions.

Each department, or division thereof, shall utilize the form of requisition to be prescribed by the Purchasing Officer. No purchase requisition shall be initiated unless the department has a sufficient unencumbered balance in excess of all unpaid obligations to defray the amount of such order.

Sec. 2-6.08. Open market purchases and sales.

- (a) *Purchases up to \$~~51~~,000.* The ~~small~~ purchase order or procurement card, as prescribed by the Purchasing Officer, may be used for purchases up to \$~~51,000~~ by any employee authorized by their ~~D~~department ~~H~~head. ~~Procurement Card purchases as prescribed by the Purchasing Officer may be used for purchases up to \$1,000.~~
- (b) *Purchases and sales up to \$~~25~~,000.*
 - (1) *Purchases up to \$~~25~~,000.* The large purchase order prescribed by the Purchasing Officer may be used for the purchase of supplies, materials, equipment, or contractual services greater than \$~~51~~,000 and up to \$~~25~~,000, and may be made by City departments in the open market. Insofar as ~~it~~ is practical, no less than three quotes vendors shall be solicited to submit quotations from vendors. Award shall be made to the responsible vendor offering the lowest acceptable quotation. The names of the vendors submitting quotations, the date, and the amount of the quotation shall be recorded and maintained as a public record.
 - (2) *Sales up to \$~~25~~,000.* City property, except real property, that has become obsolete or is to be disposed of for any other reason valued up to \$~~25~~,000 may be sold by the Purchasing Officer in the open market. Insofar as ~~it~~ is practical, no less than three offers shall be solicited from potential buyers. The sale shall be made to the buyer making the highest offer.
- (c) *Purchases and sales up to \$~~10050~~,000.*
 - (1) *Purchases up to \$~~10050~~,000.* Purchases of supplies, materials, equipment, or contractual services greater than \$~~25,05~~,000 and up to \$~~10050~~,000 may be made by the Purchasing Officer in the open market through the informal bid process. The large purchase order shall be as prescribed by the Purchasing Officer.
 - (2) *Sales up to \$~~10050~~,000.* City property, other than real property, that has become obsolete or is to be disposed of for any other reason and whose value is greater than \$~~255,00~~00 and up to \$~~10050~~,000 may be sold by the Purchasing Officer through the informal bid process. Insofar as ~~it~~ is practical, no less than three offers shall be solicited from potential buyers. The sale shall be made to the buyer making the highest offer.
- (~~d3~~) *Soliciting informal bids.* The Purchasing Officer shall serve the best interest of the City through soliciting informal bids by direct mail requests/e-mail, checking prices by telephone

inquiry, the comparison of prices on file, use of the internet, or by other appropriate means. Insofar as it is practical, no less than three vendors shall be solicited to submit quotations. Informal bid awards for purchases shall be made to the responsible vendor offering the lowest acceptable quotation, sales shall be made to the buyer making the highest acceptable offer. The Purchasing Officer shall keep a record of all open market purchases and sales and informal bidding competition thereon, and such records shall be maintained as a public record.

- (ed) *Rejection of informal bids, offers, or quotations.* The Purchasing Officer may reject any and all informal bids, offers, or quotations when, ~~in his or her~~ at the Purchasing Officer's discretion, it shall be in the best interest of the City to do so.
- (fe) *Public projects informal bidding procedures.* Except as otherwise authorized by Section 22032(a) of the Public Contract Code, pPublic projects as defined by the Uniform Public Construction Cost Accounting Act may be let to contract by informal procedures as set forth in Section 22000, et seq., of the Act as follows:
- (1) A list of contractors shall be developed and maintained in accordance with the provisions of Public Contracts Code § 22034 and criteria promulgated from time ~~to~~ time by the California Uniform Construction Cost Accounting Commission.
 - (2) Where a public project is to be performed which is subject to the provisions of this chapter, a notice inviting informal bids shall be mailed, faxed, or emailed ~~mailed~~ to all contractors for the category of work to be bid, as shown on the list developed in accordance with this section, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Public Contracts Code § 22036. Additional contractors and/or construction trade journals may be notified at the discretion of the City, provided, however:
 - (i) If there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.
 - (ii) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
 - (3) The Purchasing Officer is authorized to award informal contracts pursuant to this chapter.
 - (4) All mailing of notices ~~to contractors and construction trade journals~~ pursuant to this subsection shall be completed not less than ten calendar days before the bids are due.
 - (5) The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of bids.

Sec. 2-6.09. Purchases and sales ~~above limits for~~ formal bidding.

- (a) ~~(a)~~ *Soliciting bids; notices.* Purchases of supplies, materials, equipment, contractual services, and sales of City property, except real property, which has become obsolete or unusable or for any other reason is to be disposed of, when the total expenditure or the value of the City property to be sold exceeds the limits of Section 2-6.08(c) of ~~the City of Yuba City Municipal~~ this Code as the same now reads or as hereinafter amended, shall be

made after notice has been posted on the City's website and/or two notices inviting bids are published in a newspaper of general circulation within the City, the first publication advertisement of which shall begin at least ~~ten~~ 14 days before the time for opening the bids.

(1) Notices ~~for receiving~~ inviting formal bids for the construction of public projects ~~will~~ shall be provided in accordance with Public Contracts Code § 22037.

- (b) *Tabulating bids and award.* At the time specified in the notice inviting bids, such bids shall be opened publicly and declared by the City Clerk or designee. The Purchasing Officer or designee shall review all bids received and make award recommendations to City Council. Public records of all bids received shall be maintained as per the City's retention policy.
- (c) *Rejection of bids.* The City Manager or City Council may reject any and all bids presented and may re-advertise at its discretion.

Sec. 2-6.10. Splitting purchases prohibited.

No undertaking involving amounts in excess of the ~~statutory limits~~ set forth in Section 2-6.09(a)08(a), (b), and (c) of this Code ~~hereof~~ shall be split into parts by the Ddepartment Hhead requesting the purchase or by the Purchasing Officer so as to produce amounts less than the referenced statutory limits set forth herein for the purpose of avoiding the provisions of this chapter.

Sec. 2-6.11. Bidder's security.

When deemed necessary by the Purchasing Officer, bidder's security may be required. Bidders shall be entitled to the return of bid security; provided, however, a successful bidder shall forfeit ~~his or her the~~ bid security upon refusal or failure to execute the contract within ~~10~~ ten days after the contract is awarded, unless the City is responsible for the delay. On the refusal or failure of the successful bidder to execute the contract, the bid may be awarded to the next lowest responsible bidder. If the contract is awarded to the next lowest bidder, the amount of the lowest bidder's security shall be applied by the City to the difference between the low bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder.

Bidder's security for the construction of public projects shall be required in accordance with Public Contracts Code § 20170 or as amended.

Sec. 2-6.12. Performance bonds.

When deemed necessary by the Purchasing Officer, a performance bond may be required before entering into a contract in such amount as is reasonably necessary to protect the best interests of the City.

Sec. 2-6.13. Labor/materialPayment bonds.

When deemed necessary by the Purchasing Officer, or for a public works contract involving an expenditure in excess of \$25,000 as said amount may be amended by Civil Code § 9550, a labor/material bond may payment bond shall be required before entering into a contract commencement of work in such amount as is reasonably necessary to protect the best interest of the City. Labor and materialsPayment bonds for the construction of public projects shall comply with the requirements of Civil Code § 9554 will be in accordance with Civil Code § 3247 or as amended.

Sec. 2-6.14. Exemptions from competitive bidding.

Competitive bidding requirements for purchases and sales over the limits set forth in Section 2-6.0~~89~~ may be waived when the Council determines that it is in the best interest of the City to do so. The conditions authorizing waiver of the competitive bidding requirements may include, but not be limited to, cooperative purchasing or sales in conjunction with other governmental entities (including piggybacking), professional services, annual service or supply agreements, or purchases necessary for standardization on particular types of equipment or sole source when the purchase or sale can only be obtained from one source.

Sec. 2-6.15. Emergency purchases including public projects.

- (a) In the event an emergency shall arise which precludes action by the Council and ~~which-that~~ requires any purchase of supplies, materials, equipment, or contractual services, the Purchasing Officer is hereby authorized to secure in the open market at the lowest obtainable price any such supplies, materials, equipment, or contractual services even though the amounts thereof shall exceed the ~~statutory~~ limits set forth in Section 2-6.0~~98~~. In each such instance, the Purchasing Officer shall submit to the Council in writing a full explanation of the circumstances of such emergency and a description of the supplies purchased; this-which report shall become a part of the records of the next ensuing meeting of the Council and be open for public inspection.
- (b) Pursuant to ~~the~~ Public Contracts Code § 22050, in the event of an emergency for public projects, the authority to order any action required by an emergency to procure the necessary equipment, services, and supplies, without giving notice to bids to let contracts, is delegated to the City Manager. If the City Manager orders such action, the City Manager shall report to the Council at its next meeting the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency. The Council shall initially review the emergency action not later than seven days after the action, or at its next regularly scheduled meeting if that meeting will occur not later than 14 days after the action, and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action, unless the City Manager has terminated that action prior to the Council reviewing the emergency action and making a determination pursuant to this Subsection.

Sec. 2-6.16. Purchase orders—Preparation.

Upon ascertaining the price to be paid for any supplies, materials, equipment, or contractual services, the Purchasing Officer shall prepare a purchase order on a prescribed form.

Sec. 2-6.17. Encumbrance of funds.

Upon the receipt of a copy of the purchase order from the Purchasing Officer, the Finance Division shall encumber any amount of purchase over \$~~54~~,000 against the unencumbered appropriated balance indicated on the records of such department as the purchase is made. This may be completed electronically.

Sec. 2-6.18. Receipt of purchases.

Upon the receipt by any department of supplies, materials, ~~and~~ equipment, ~~and contractual services~~, the ~~operating~~ Department ~~Head~~ or designee shall be responsible for ~~the making of~~ a careful check of the quality, condition, and quantity received against a copy of the purchase order ~~and the packing lists~~. ~~If all of the supplies, materials, and equipment referred to in the purchase order have been received, the department head or designee shall sign the receiving copy of the purchase order, attaching thereto the packing lists/invoice, if any, and forward the same to the Finance Department. If a delivery represents only a partial delivery of the supplies, materials, and equipment, the department receiving the delivery shall request a partial payment for the items actually received and send the request to the Finance Department, as appropriate. Upon receiving the balance of the order, the department head shall sign the receiving copy of the purchase order and return it to the Finance Department to determine their conformance with the specifications set forth in the order or contract. If the goods or services have been determined to be satisfactory and in conformance with the purchase order, the operating department shall approve and forward any invoice(s) to the Finance Department for payment.~~

Sec. 2-6.19. Invoices.

The Finance Department shall compare the vendor's invoice with the copy of the purchase order. It shall check the invoice for correctness of unit prices, discounts, transportation allowances, and the like, and with the reports of quantity and quality of goods received. Upon satisfaction that the invoice is correct, the Finance Department shall approve the invoice for payment.

Sec. 2-6.20. Inspections of goods received.

~~The Purchasing Officer shall inspect, or cause to be inspected, all deliveries of supplies, materials, equipment, and contractual services to determine their conformance with the specifications set forth in the order or contract. Any department, or division thereof, having the staff and facilities for adequate inspection may be authorized by the Purchasing Officer to inspect all deliveries made to such using department.~~

Sec. 2-6.21. Storerooms and warehouses.

~~The Purchasing Officer shall control and supervise, or cause to be controlled and supervised, all storerooms and warehouses.~~

Sec. 2-6.22. Warehouse revolving fund—Inventory records.

~~The Council shall provide a warehouse revolving fund of sufficient amount to finance the purchase and storage of supplies, materials, and equipment which are used in sufficient quantities to effect advantageous purchasing and storage. Such fund shall be under the control of the Purchasing Officer, who shall also be responsible and accountable for all supplies, materials, and equipment in his or her custody and shall maintain, or cause to be maintained, a suitable inventory record thereof.~~

Sec. 2-6.203. Surplus and unclaimed property.

- (a) *Surplus/unclaimed property.* The Purchasing Officer shall have the ~~authority~~power to sell, exchange, or trade in all supplies, materials, and equipment which are no longer used, ~~or~~

~~which~~ have become obsolete, worn out, or scrapped, or which have become unsuitable for public use. ~~The Purchasing Officer shall have the power to sell unclaimed property, or to exchange for or trade in the same on new supplies, materials, and equipment.~~ All unclaimed property shall be sold or otherwise disposed of in accordance with Civil Code § 2080 et seq. ~~The Purchasing Officer shall have the power to sell unclaimed property.~~ All sales shall be in accordance with the provisions outlined in Section 2-6.08 and Section 2-6.09.

- (b) *Disposal of personal property not worth more than \$500.* Pursuant to Welfare and Institutions Code § 217, in lieu of the provisions contained in Civil Code § 2080, an alternative procedure is established with respect to the disposal of unclaimed personal property not worth more than \$500. The Purchasing Officer is authorized with respect to such personal property, ~~not worth more than \$500~~ which has ve been unclaimed for at least 90 days, to transfer and deliver any such items to the Probation Officer of the County, to the Welfare Department of the County or to any charitable or nonprofit organization which is authorized under its articles of incorporation to participate in a program or activity designed to prevent juvenile delinquency, and which is exempt from income taxation under ~~f~~Federal or sState law, ~~or both~~, for use in any program or activity designed to prevent juvenile delinquency.

Sec. 2-6.214. Rules and regulations.

The Purchasing Officer shall establish, and from time ~~to~~ time amend, all rules and regulations authorized by this chapter and any others necessary to its operation. Such rules and regulations, and amendments thereto, shall be subject to the approval of the Council by resolution.

Sec. 2-6.25. Annual reports.

~~The Purchasing Officer shall submit to the Finance Department an annual inventory of the supplies, materials, and equipment purchased through the Warehouse Revolving Fund for the prior fiscal year.~~

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

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

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 21st day of December, 2021, and passed and adopted at a regular meeting held on the ____th day of _____, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Ciara Wakefield, Deputy City Clerk

Dave Shaw, Mayor

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

SHANNON CHAFFIN, City Attorney
Aleshire & Wynder, LLC

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING THE PURCHASING POLICIES AND PROCEDURES MANUAL UPDATE**

WHEREAS, the City Council is in the process of updating and amending Yuba City Municipal Code Chapter 6 (Purchasing System) of Title 2 to best address the operational needs of the City; and

WHEREAS, as part of this process, the Purchasing Officer, per Municipal Code Section 2-6.21. Rules and Regulations, remains charged to establish and amend all necessary rules and regulations to properly carry out the operations of the Purchasing System, subject to approval of the City Council by resolution; and

WHEREAS, the City of Yuba City has prepared an updated Purchasing Policies and Procedures manual to instruct staff on the procurement of materials, supplies, technical/maintenance services, professional services, and all other desired purchases in accordance with and to implement the proposed changes to the City's Municipal Code; and

WHEREAS, the City Council now desires to contingently approve the updated Purchasing Policies and Procedures manual subject to the enactment of the proposed changes to Chapter 6 of Title 2 of the City's Municipal Code; and

WHEREAS, it is also the Council's intent to update the signatory authority thresholds as part of the approval of the Purchasing Policies and Procedures.

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

1. The City Council adopts the Purchasing Policies and Procedures, dated January 2022 and attached hereto as Exhibit 2A, subject to an "Ordinance of the City Council of Yuba City Amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code" being adopted and becoming effective within 90 days of the approval of this Resolution. The City Council further authorizes the Purchasing Officer or designee to make any minor and typographical edits to said Purchasing Policies and Procedures as deemed necessary.
2. The City Council authorizes the Purchasing Officer to administer and designate the procurement of goods and services as described therein, upon the adoption and enactment of the "Ordinance of the City Council of Yuba City Amending Chapter 6 (Purchasing System) of Title 2 of the Yuba City Municipal Code."

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 December, 2021.

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Exhibit 2A: Purchasing Policies and Procedures

PURCHASING POLICIES AND PROCEDURES



**Continuity
Uniformity
Fairness
Equity
Responsibility**

City of Yuba City Purchasing



CITY OF YUBA CITY PURCHASING POLICES AND PROCEDURES TABLE OF CONTENTS

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CITY OF YUBA CITY PURCHASING POLICIES AND PROCEDURES

Effective January 2022

SECTION 1: PURPOSE AND POLICY STATEMENT

1-1. Purpose:

The purpose of these policies and procedures is to provide the City of Yuba City a means of assuring continuity and uniformity in its purchasing practices; to provide for the fair and equitable treatment of all persons involved in the procurement process; to define the responsibilities of the Purchasing Officer, Finance Department, Engineering Division, City Clerk, and operating departments; and to develop a purchasing manual.

The guiding principle of these purchasing procedures shall be to comply with state law, the City's Municipal Code, and the adopted budget on all purchases and contracts.

Guidelines for purchasing materials, supplies and services are provided herein and the "City of Yuba City Procurement Card Handbook," which is available on CityNET.

1-2. Policy Statement:

The policies and procedures contained herein are promulgated under the authority of the Yuba City Municipal Code Title 2, Chapter 6, Section 21, which states: "The Purchasing Officer shall establish, and from time-to-time amend, all rules and regulations authorized by this chapter and others necessary to its operation. Such rules and regulations, and amendments thereto, shall be subject to the approval of the Council by resolution."

The Finance Director is charged with the responsibility and authority for coordinating and managing the procurement of the City's materials, supplies, and services.

Procedures outlined herein are to be followed by the Finance Department and operating departments when procuring materials, supplies, and services.

SECTION 2: ETHICS, GIFTS, AND UNAUTHORIZED PURCHASES

2-1. Code of Ethics:

1. To regard public service as a sacred trust, giving primary consideration to the interests of the public agency and citizenry that employ us.
2. To purchase without prejudice, seeking to obtain the maximum value for each dollar expended.
3. To avoid unfair practices, giving all qualified vendors equal opportunity.
4. To honor our obligations and require that obligations to our public agency be honored.

5. To accord vendor representatives courteous treatment, remembering that these representatives are important sources of information and assistance in solving our purchasing needs.
6. To refuse to accept any form of commercial bribery and prevent any appearance of so doing.
7. To be receptive to counsel from our colleagues and to cooperate with them to promote a spirit of teamwork and unity.
8. To conduct ourselves with fairness and dignity, and to demand honesty and truth in the purchasing process.
9. To strive for greater knowledge of purchasing methods and of the materials we purchase.
10. To cooperate with all organizations and individuals involved in activities designed to enhance the development of the purchasing profession, remembering that our actions reflect on the entire purchasing profession.

2-2. Gifts and Special Considerations:

These policies and procedures shall not be used by a City employee to procure, or assist in procuring, any materials, supplies, services, or equipment for the personal use of any employee, officer, or official of the City.

City employees, officers, or officials by virtue of position are not entitled to any special consideration from vendors and merchants in their personal affairs, nor are they to attempt to procure materials for personal use or for any other person.

City employees shall not solicit or accept gifts, entertainment, or anything more than \$50.00 in value from vendors or others. Examples of acceptable gifts might include pencils, scratch pads, and other advertising supplies.

2-3. Unauthorized Purchases:

Except for procurement card purchases, emergencies, or other authorized exemptions, no purchases shall be made without an authorized purchase order. Purchases without an authorized purchase order or otherwise falling within an exception are void and not considered an obligation of the City. See Section 9 (Special Procurement Circumstances) for further information on exemptions from the purchase order process.

Invoices without an authorized purchase order, except for procurement card purchases and other authorized exemptions per Section 9, may be returned to the vendor unpaid at the discretion of the City.

The person ordering the unauthorized purchase may be held personally responsible for the error per the Personnel Rules and Regulations Section 1.16 – Discipline.

SECTION 3: PURCHASING OFFICER RESPONSIBILITIES

When there is reference to the Purchasing Officer, it refers to the City Manager or their designee. The Purchasing Officer duties are generally delegated to the Finance Director or their designee. The Purchasing Officer shall:

1. Be charged with the responsibility and authority for coordinating and managing the procurement of the City's materials, supplies, and services.
2. Negotiate, purchase, and/or contract for the City the needed quality in equipment, supplies, and services from the lowest responsible bidder.
3. Endeavor to promote full and open competition on purchases when at all possible.
4. Monitor and ensure (or cause to be) that no single professional services consultant or sole-sourced vendor is paid more than \$100,000 per fiscal year without prior Council authorization.
5. Revise and maintain these policies and procedures as needed to ensure Municipal Code compliance and protect the interest of the City of Yuba City.
6. Ensure adequate funding is secured in the fund accounts against which any purchase is to be charged.

When there is reference to the City Manager by title, it refers to the City Manager in their role as the Chief Executive Officer and their authority to approve and sign contracts and purchase orders.

SECTION 4: FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department shall ensure that the purchasing functions operate efficiently and assist operating departments. Finance shall:

1. Maintain open communication with operating departments and become acquainted with the needs of the various City departments and divisions.
2. Support department/division requisitions.
3. Assist purchasing, as needed, materials, supplies, and services required by any department/division.
4. Follow-up, expedite, and resolve problems with orders as requested.
5. Identify, evaluate, and utilize purchasing arrangements which best meet the needs of the City (e.g., cooperative purchases, blanket purchase orders, contractual agreements, etc.)
6. Assist operating departments with research and recommendations for developing specifications, and review specifications for completeness of information and open and competitive language.
7. Issue purchase orders to the requesting operating departments after completion of all required procurement processes.
8. Recommend revisions to purchasing procedures when necessary and keep informed of current developments in the field of purchasing.

9. Act as the City's agent in the disposal and transfer of surplus materials. The Finance Department may designate the operating departments to assist in or conduct this process.
10. Prescribe and maintain all forms and records necessary for efficient operation. The most current and acceptable mandatory and voluntary forms and templates shall be readily accessible to the operating departments on CityNet. The Standard Agreement and Professional Services Agreement templates shall be as approved by the City Attorney.
11. Maintain approved direct pay vendor list.

SECTION 5: PUBLIC CONTRACT CODE

The City's Engineering Division of the Public Works Department is the focal point for all "public projects." As per City Municipal Code 2-6.02(d) (Public project):

The City elects to be subject to the Uniform Public Construction Cost Accounting Act as set forth in Section 22000 et seq. of the Public Contract Code ("Act"), and the uniform construction cost accounting procedures as set forth in said Act. Public project shall be as defined in the Act and shall be performed or awarded in accordance with the Act as the Act now reads or as hereinafter amended.

5-1. Engineering Division Responsibilities:

1. Maintain a bid numbering system to be used citywide for all informal and formal Public Contract Code bids.
2. Maintain the City's required public record for all Public Contract Code bids.
3. Mail a written notice in November, of each year, to construction trade journals/exchanges in accordance with the Cost Accounting Policies and Procedures Manual of the California Uniform Public Construction Cost Accounting Commission.
4. Maintain a Public Works construction projects formal and informal bidding matrix.
5. Assign a project lead for all Public Works formal bid projects being conducted for the City.
6. Have a representative attend their bid opening to be held publicly.

SECTION 6: CITY CLERK RESPONSIBILITIES

City Clerk or designee shall:

1. Receive and hold Finance formal and Public Contract Code bids prior to the bid opening.
2. Date and time stamp bids at the time of receipt. Bids will also be logged into a tracking system devised by the Office of the City Clerk.
3. Open and read bids publicly at the location, date, and time specified.

4. Maintain and publicly post the official bid clock; the clock shall be clearly visible and marked.

SECTION 7: OPERATING DEPARTMENTS RESPONSIBILITIES

Any department that utilizes the goods and/or services purchased under a requisition shall be referred to as an operating department. Operating departments shall:

1. Maintain open communication with the Finance Department.
2. Monitor for any problems with vendor relations, shipping, (e.g., damaged goods, late delivery, wrong items delivered, incorrect quantity delivered, etc.) and any situations and/or concerns as necessary, in order to follow-up and resolve the problem.
3. Review and update annually, or as needed, an authorized signature list designating those individuals who are delegated the authority to sign purchase orders, Request for Payment forms, and invoices eligible for payment and their specified dollar limits. The Department Head shall provide this authorized signature list to the Purchasing Officer or designee on the form provided on CityNet.
4. Anticipate requirements sufficiently in advance, allowing adequate time to obtain materials, supplies, and services in accordance with the best purchasing practices.
5. Provide detailed and accurate specifications to ensure materials, supplies, and services obtained are consistent with expectations and requirements.
6. Coordinate and establish vendor relations, locate vendors, and evaluate vendor performance, bids, and responses.
7. Strive to obtain the highest quality goods consistent with operational needs, from the most responsible bidder, offering a price that is the most advantageous to the City.
8. Prepare purchase orders/requisitions carefully and properly in accordance with instructions; submit purchase requisitions to the Finance Department through the City's finance management software (Pentamotion at time of policy approval).
9. Minimize emergency and sole source purchases and, when such purchases are necessary, fully comply with the Municipal Code and this policy, including obtaining City Council or City Manager approval whenever necessary.
10. Make written recommendations, as required, based upon specification criteria, as well as perform reference checks to assist in determining lowest responsible bidder/proposer. Present a written memorandum to Finance when less than three quotes have been received or when not awarding to the lowest responsible vendor.
11. Ensure adequate funding is available in the fund accounts against which any purchase is to be charged.
12. Authorized individuals may purchase materials, supplies, and services by small purchase order or procurement card of a value up to \$5,000. Departments must exercise reasonable prudence in seeking price quotes when purchasing such items. All such purchases shall be made with funds in an unencumbered appropriation.

SECTION 8: PROCUREMENT PROCEDURES

The primary purchasing objective is to obtain suitable goods, services, and construction at economic prices, as these acquisitions are direct costs to the taxpayer. The Municipal Code and purchasing policy require competition for all purchases over \$5,000 and sealed competitive bids for over \$100,000.

1. Bidding limits are generally “per order,” and orders are not to be split to circumvent the specified limits.
2. The estimated full-value cost of the item plus tax before any discount is the amount to be considered in determining bidding requirements. Even though the net purchase price could be lower than the bid thresholds, the asset value would be the full price of the item.

All purchases of supplies, equipment, and technical/maintenance services which qualify as part of a public project as defined by the Uniform Construction Cost Accounting Act shall be made in accordance with the Public Contract Code and Municipal Code Section 2-6.02. (see Section 5).

8-1. Informal Procurement:

The bidding limits below refer to supplies and technical/maintenance services and do not include professional/consultant services (see Section 10) or “public projects” (see Section 5). The bidding limits are below.

8-1.1. Bidding Limits and Requirements:

Bidding Limit	Approving Authority	Procurement Requirement	Document Retention
Up to \$5,000	Authorized staff	No competition required	No separate retention – invoice should be attached to small PO or procurement card report for Accounts Payable
\$5,000.01 to \$25,000	Department Head	Informal bid (3 quotes if possible) OR Sole Source Justification approved by Department Head	Retained by operating department with purchase order
\$25,000.01 to \$50,000	Finance Director Department Head	Informal bid (3 quotes if possible) OR Sole Source Justification approved by Department Head	Retained by Finance with record of purchase order

\$50,000.01 to \$100,000	City Manager Finance Director Department Head	Informal bid (3 quotes if possible) OR Sole Source Justification approved by City Manager	Retained by Finance with record of purchase order
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8-1.2 Informal Procurement Rules

1. Documents to be retained include written quotations and/or sole source justification, a copy of the agreement, and other associated required documents as applicable. Retention shall be in accordance with the City's retention guidelines. Original contracts shall be given to the City Clerk's office for retention.
2. Small purchase order or procurement card systems may be used for procurements up to \$5,000; above \$5,000 must use large purchase order system.
3. Staff procuring items via small purchase order or procurement card must be approved by the Department Head up to an appropriate procurement limit via the authorized signatures list maintained by the Finance Department.
4. Purchases that in total exceed a bidding limit are not to be split in order to obtain equipment, materials, or services under a lesser level of approval and procurement requirements.
5. A Request for Quotation form is recommended, though not required, for any informal bid above \$25,000, and should be accompanied by specifications, insurance requirements, and contract agreement as applicable.

8-1.3. Justification:

Whenever the bidding/proposal process is dispensed with or the lowest bidder is not used, recommendation and justification for doing so shall be in writing and forwarded to the Finance Department at the time the requisition is prepared. It shall be signed by the requesting Department Head.

8-2. Formal Procurement Over \$100,000 (Not for Public Projects)

1. Formal procurement process is required.
2. Competitive bidding is required unless otherwise authorized in these policies and procedures.
3. Written sole source justification can be used in certain circumstances with City Council approval, as per Section 9-3.
4. City Council approval is required.
5. Formal bids for public projects, including associated dollar thresholds, shall be done in accordance with Public Contract Code Section 22030 et seq., as per Section 5 of this policy.

8-2.1. Formal Bids:

Formal quotations are written bids or proposals requiring a formal closing time/date. Public notices are posted on the City's website and/or advertised in the local newspaper, at least ten days prior to the opening of the bids. When advertised in the newspaper, invitations for bid will be published at least two times. Formal bids are opened in public.

8-2.2. Formal Proposal Process:

The formal proposal process may be used in procurements involving complicated and performance-type specifications which may require involved negotiations or communications with vendors to clarify proposals submitted. The proposal process should be utilized in negotiated procurements or those procurements where the answer to a certain approach or a specific item necessary to satisfy the City's needs is unknown. Public notice advertisements requesting invitations for proposal will be posted on the City's website and/or published in the local newspaper at least two times; the first insertion must be at least ten days prior to the opening date. Formal proposals are made public upon execution of a signed contract.

8-2.3. Lowest Responsible Bidder:

Bids will be awarded to the responsive bidder who submits the lowest responsible bid that is most advantageous to the City and is consistent with the requirements of this procurement policy. The term "lowest responsible bidder" as used in the City's bidding documents shall mean the lowest bidder whose offer best corresponds in quality, fitness, and capacity to the requirements of the proposed work or usage.

Sellers, vendors, suppliers, and contractors of supplies and equipment who maintain places of business located within the limits of the City shall be given preference if quality, price, and service are equal. In awarding the purchase, staff may consider the benefit derived by the City from sales tax revenues received by it in tabulating the lowest responsive bidder.

In determining the "lowest responsible bidder," the following elements shall be given consideration (in addition to price):

1. The ability of the product offered to provide the quality, fitness, and capacity for the required usage.
2. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder, particularly with reference to past purchases by the City.
4. Whether the bidder can perform the contract and/or deliver the materials, supplies, and services within the time required.
5. The quality of performance and/or quality of products provided in previous contracts or services.

6. Other information secured and having a bearing on the decision to award the contract.
7. Continuity of service.

8-2.4. Responsiveness:

A responsive bid is one which is in substantial conformance with the requirements of the invitation to bid, including specifications and the City's contractual terms and conditions. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their liability may be considered a non-responsive bidder and reject on those grounds. Conformance with the requirements of the invitation to bid may also include, but is not limited to, completion of forms, inclusion of references and attachments, and completion of required responses.

8-2.5 Rejection of Bids/Proposals:

The authority to reject is based on the authority to award. The City of Yuba City reserves the right: (1) to reject any or all bids or any part thereof and (2) to waive any informalities and/or negotiate minor deviations to the bid with the successful firm. The City of Yuba City's decision shall be final.

8-2.6. Late Formal Bids/Proposals:

Formal bids or proposals submitted after the designated closing time shall be returned unopened and not accepted.

8-2.7. Tie Bidders:

If two or more bids are received which are in all respects equal, the City Council may award to the local vendor. If both are local vendors or none are local vendors, City Council may draw lots, re-bid, or the award may be made to the one deemed in the best interest of the City.

8-3. Technical/Maintenance Services:

Services of a general nature (as opposed to professional/consulting services) shall be contracted by following a Request for Proposal or Bid process. The method of selection shall be determined by the Purchasing Officer and may include both qualification of the service provider and cost of the service. If it is determined by the operating department in consultation with the Purchasing Officer that all vendors providing a service classification can equally provide the service satisfactorily, a bid process would be appropriate; however, if factors other than price need to be considered in awarding the contract, a proposal process may be used.

Proposals evaluated by the City for technical/maintenance services should be based on a combination of qualifications and cost. Examples of areas other than price that may be

important in awarding the contract include: experience level, competence, resources/equipment, staffing levels, service availability/time factors, and other qualifications identified by the operating department responsible for recommending the service contract. Following committee interviews and selection, staff may further refine the scope of work and additional cost negotiations may take place.

The bidding limits and requirements are the same for technical/maintenance services whether the vendor was selected by bid or proposal.

An executed Standard Agreement and documents provided by the vendor meeting the City's insurance requirements are required for any services that will be provided to the City.

8-4. Standard Agreement

All general services (not professional services) must use a Standard Agreement approved by the City Attorney. Work should not commence until all documentation has been acquired and the agreement and purchase order have been executed by the appropriate parties of the City, as determined by the dollar limits and responsibilities outlined above.

Standard Agreements must include the following:

1. Fully executed agreement by all parties
2. Specification(s), quotes, and/or sole source justification
3. Insurance documentation meeting the City's insurance requirements

The City shall, whenever possible, use the City agreement form as approved by the City Attorney, available on CityNet. Should another agreement be considered for technical/maintenance services, the agreement will require City Attorney review and approval as to form prior to execution by the City.

The City Attorney shall review and approve as to form all Standard Agreements prior to City Council approval for all purchases over \$100,000.

8-5. Blanket Purchase Orders:

Blanket purchase orders provide equipment or supplies on an as-needed and/or over-the-counter basis in unspecified amounts from a selected vendor. Blanket purchase orders provide a mechanism whereby items which are uneconomical to stock may be purchased quickly, allowing operations timely access to necessary materials. Blanket purchase orders are valid for the current fiscal year. Blanket purchase orders shall not be used to purchase capital assets.

Once a blanket purchase order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions specified in the blanket purchase order.

The Finance Department will review blanket purchase order requests based upon the following criteria:

1. Geographic location
2. Responsiveness and capabilities
3. Average dollar value and type(s) of items to be purchased
4. Frequency of need
5. Vendor pricing methodology

Blanket purchase orders do not take the place of competitive quote, bid, or proposal processes.

8-6. Changes to and Cancellation of Purchase Orders:

The operating department will notify Finance when initiating changes which alter the purchase order. Purchase orders that need to be canceled or closed must be forwarded to Accounts Payable. The last payment against a purchase order that does not increase the purchase order total by 10% can be processed without obtaining a purchase order change order.

The City Manager will approve any change orders that have the purchase order total amount exceed \$50,000, up to \$100,000. Change orders cannot be requested that exceed Council-approved appropriations or Council contract award amounts without additional Council authorization.

SECTION 9: SPECIAL PROCUREMENT CIRCUMSTANCES

9-1. Finance Department Procurements

The Finance Department is charged with the duty to contract for purchase of the following equipment, materials, and services:

1. New or replacement vehicles or equipment
2. Items purchased from state contracts
3. Computer hardware and software (through the Information Technology Division)
4. Other items as may be determined in the future
5. When it is in the best interest of the City to negotiate an extension of an existing contract for supplies or technical services, based on satisfactory performance. Such negotiated price must be fair and reasonable. This shall also apply to products or services purchased through prior recent bidding.

9-2. CDBG and Other Applicable Federal Grants:

In compliance with the City's Community Development Block Grant, HOME funds, and other applicable federal funds administered by the United States Department of Housing and Urban Development (HUD), procurement procedures shall comply with federal regulations (24 CFR 85.36). The City will follow the Office of Management and Budget Guidance 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

9-3. Sole Source Purchases:

When competitive quotations for goods and services are not possible, such purchases shall be made through negotiated procurement. Sole source purchases may require City Manager or City Council approval, based upon procurement limits and Municipal Code requirements.

A sole source justification form must be signed by the requestor's Department Head and City Manager (if applicable), then forwarded to the Finance Department and filed to justify the sole source purchase. Sole-source specifications should be avoided whenever possible as they minimize or eliminate competition.

When the use of said sole-source vendor is expected to be repeated or ongoing, the operating department may indicate that it is a "recurring" sole source on the sole source justification form. The sole source justification shall then be valid for three years from date of approval by the Department Head.

9-3.1. Sole Source is Appropriate When:

1. The requested product is an integral repair part or accessory compatible with existing equipment and is only available from one vendor.
2. The requested product has unique design/performance specifications or quality requirements which are essential to department operations and are not available in comparable products.
3. Only known manufacturer of this product.
4. The requested product is one with which department staff have specialized training and/or extensive expertise. Retraining would incur substantial cost in time and/or money.
5. Only vendor authorized to sell/service this product in our region.
6. Upgrade to existing software. Available only from the producer of this software who sells on a direct basis only.
7. Emergency purchase.
8. Public project procurements under the requirements established by Public Contract Code Section 22032(a).
9. Special situations as they arise.

9-3.2. City Manager Approval:

Sole source requests between \$50,000.01 and \$100,000 require the approval of the City Manager.

9-3.3. City Council Approval:

Sole source requests over \$100,000 require the approval of the City Council.

9-4. Emergency Purchases up to \$100,000 (Not for Public Projects):

Emergency purchases may be made without the benefit of competitive bidding when time is of the essence. Emergency purchases should be made only for the following reasons: (1) to preserve life, health, or property; (2) upon a natural disaster; (3) to correct or forestall a shutdown to maintain essential public services; or (4) other unforeseeable events (as authorized by the City Manager). Emergency purchases are not valid for contrived urgencies resulting from lack of planning and organization. Since emergency orders do not normally provide the City an opportunity to obtain competitive quotes, nor properly encumber funds, such orders should be kept to an absolute minimum. Emergency purchases shall be approved by the Department Head or designee.

9-5. Emergencies Over \$100,000 (Not for Public Projects):

Emergency purchases over \$100,000 require the approval/signature of the City Manager. The City Manager shall provide a report after any emergency purchase over \$100,000 at the next City Council meeting following the emergency purchase.

9-6. Emergency Public Projects:

Public projects shall be completed according to Public Contract Code 22050 and the City's Municipal Code Section 2-6.15.

9-7. Cooperative Purchases:

The City may participate in purchases and contracts conducted by other political jurisdictions, provided that the cooperative agreement is established following a competitive bid process. In a cooperative purchase, one agency represents several agencies by soliciting bids including the needs of the other agencies in the bid specifications. This higher product volume may result in lower unit cost for all agencies, and also reduces the time and cost of the City administering its own bid process.

Needed documentation includes:

1. Copy of the other jurisdiction's bid document(s)
2. Any Board or Council action awarding the contract
3. The contract documents

The City Manager may authorize the award of cooperative purchase agreements for amounts not more than \$100,000; City Council approval is required for the award of any cooperative purchase exceeding \$100,000.

9-8. Piggyback onto Existing Contract:

“Piggybacking” is the use of an existing contract for goods between another government agency and a vendor for the purchase of those same goods. When piggybacking onto a contract, the City must use the terms of the contract and price of the item must be as specified in the contract or awarding document. The contract for consideration must have been awarded through a competitive bidding process prepared and awarded by another local, state, or federal government agency.

Needed documentation includes:

1. Copy of the other jurisdiction’s bid document(s)
2. Any Board or Council action awarding the contract
3. The contract documents

The City Manager may authorize the award of piggyback purchases for amounts not more than \$100,000; City Council approval is required for the award of any piggyback purchase exceeding \$100,000.

9-9. Exemptions from Obtaining a Purchase Order:

The Finance Department shall maintain an approved direct pay list for which no purchase order is required due to unique purchasing circumstances, such as invoices from government agencies, utility providers, and subscription services.

The following is a non-inclusive list of the direct pay categories and/or vendors at the time of policy adoption:

- Actuarial studies
- Advertising
- Assessment district administration costs
- Attorney services
- Bond issuance costs (bond counsel, rating agency fees, and trustee fees)
- Cafeteria plan administration
- CDBG and Home Rehabilitation Loans
- Claim settlements (for liability claims)
- Conference or seminar registration
- Copy machine maintenance and leasing under contract
- Debt service payments
- Department of Health Services
- Department of Water Resources

- Deposit refunds
- Document destruction
- Downtown Business Improvement District remittance of cash receipts
- Employment Development Department
- Family Intervention Team program expenditures
- Feather River Air Quality Management District
- Fingerprinting (Department of Justice)
- Fingerprinting (Sutter County – Live Scan)
- Fire Department stipend checks
- Fuel for storage tanks
- General Liability insurance premiums
- Gilsizer Drainage District
- Housing consultant
- Land/property
- Lobbying activities
- Meals (per diem or travel reimbursement)
- Membership dues
- MuniFinancial
- Net 5 purchases (Secretary, City of Marysville)
- Office equipment O&M
- Office supplies (consumable only)
- Parking Citation Hearing Officer
- Payroll deduction remittances
- Petty cash reimbursements
- Postage & freight
- Pre-employment physicals, medical blood, DATCO (substance abuse testing)
- Refunds
- Retirement administration: Phase II Systems for PARS trust administration
- State Board of Equalization (diesel fuel tax, sales and use tax)
- State Division of Administrative Services (seismic fees)
- State Water Resources Control Board
- Subdivision Agreement reimbursements
- Subscriptions
- Supplies or refreshments reimbursement
- Sutter-Yuba Mosquito Vector Control District
- Teambuilding (Amistad Associates)
- Telephone
- Temporary help (personnel agency)
- Training programs
- Travel & meetings
- Trustee fees
- Tuition reimbursements
- Uniform rental and cleaning (under contract)
- Utilities

- Vehicle allowance
- Water delivery service
- Yuba-Sutter Economic Development Corporation

An authorized signature and appropriate budget number(s) should be provided by the purchaser to Accounts Payable for invoices up to \$5,000. Invoices above \$5,000 should be accompanied by a check request form, approved by the Department Head.

SECTION 10: PROFESSIONAL SERVICES

10-1. Definition:

Those services by independent consultants such as legal, engineering, programming, planning, environmental, economic, financial, testing, specialized temporary employee services, medical, dental, accounting, surveying, landscape architecture, advertising, design, etc., are considered to be “professional services”. This may also include services requiring peculiar or specialized abilities which by state law do not require competitive bidding.

10-2. Operating Department Responsibilities:

1. Prepare specifications or scope of work.
2. Solicit, review, and select qualified consultant/firm.
3. Provide written documentation justifying selection of the successful consultant/firm. Staff may utilize the Professional Services Justification form on CityNet.
4. Prepare a City Professional Services Agreement and obtain consultant’s signature.
5. Compile all exhibits/attachments described or referenced in the contract.
6. Secure and review required insurance documents for conformance to City contract requirements.
7. Submit the contract to the City Attorney for review and approval, if applicable.
8. If between \$50,000 and \$100,000, obtain City Manager approval.
9. If over \$100,000, obtain Council approval.
10. Submit requisition to Finance to issue a purchase order.
11. Submit original signed contract, complete with exhibits, attachments, and insurance, to the City Clerk.
12. Provide the consulting firm a signed copy of the contract.

10-3. Decentralized:

Due to the specialized and technical nature of professional services, contracting for professional services is decentralized and shall be the responsibility of each applicable Department Head.

10-4. Solicitation of Proposals:

Solicitation of professional service proposals is the responsibility of the operating departments. The Finance Department may be contacted to assist and support the formal request for proposal process.

10-5. Selection of Consultant:

Contracts negotiated by the City for professional services will be based on demonstrated competence, professional qualifications for the services required, availability, fair and reasonable cost, and other relevant factors as determined by the operating department. Competitive bidding is encouraged whenever possible; however, it is not mandatory.

10-6. City Attorney Review and Approval:

The City shall, whenever possible, use the City's Professional Services Agreement form, which as been approved as to form by the City Attorney and is available on CityNet. Should another agreement be considered for professional services, review and approval as to form by the City Attorney is required prior to execution by the City.

The City Attorney shall review and approve as to form all Professional Service Agreements prior to City Council approval for contracts over \$100,000.

10-7. Procurement Limits — Professional/Consultant Services:

Specified procurement limits are tabulated per consultant firm per fiscal year and are not to be split to circumvent the determined limits. No professional services consultant shall be paid more than \$100,000 per fiscal year for the City as a whole without prior Council authorization.

10-7.1. Contracts of \$50,000 or Less:

Contacting three (3) firms, although encouraged, is not required for contracts \$50,000 or less. Department Heads are authorized to sign Professional Service Agreements totaling \$50,000 or less.

10-7.2. Contracts \$50,000.01 up to \$100,000:

Operating departments should, whenever possible, contact three (3) consultants/firms and select the most qualified firm. The City Manager is authorized to sign Professional Service Agreements totaling \$100,000 or less.

10-7.3. Contracts Over \$100,000:

Operating departments shall solicit written proposals and negotiate with a minimum of three (3) consultants/firms, whenever possible. Professional Service Agreements over \$100,000 require City Council approval. If the contract is a multiple year agreement,

information regarding multiple years must be presented to Council in the staff report at the time of approval.

10-8. Changes to and Cancellation of Purchase Orders:

The operating department will notify Finance when initiating changes which alter the purchase order. Purchase orders that need to be canceled or closed must be forwarded to Accounts Payable. The last payment against a purchase order that does not increase the purchase order total by 10% can be processed without obtaining a purchase order change order.

The City Manager will approve any change orders that have the purchase order total amount exceed \$50,000, up to \$100,000. Change orders cannot be requested that exceed Council-approved appropriations or Council contract award amounts without additional Council authorization.

SECTION 11: CONTRACT AMENDMENTS FOR TECHNICAL/MAINTENANCE OR PROFESSIONAL SERVICES

Ongoing City contracts with technical/maintenance vendors or professional services consultants may require amendments for a number of reasons, including change in scope of work, time extension to complete the project or renew for an additional period of time, and unforeseen costs.

Operating departments should utilize the City's amendment forms, available on CityNet. Should a firm's agreement be considered, review and approval as to form by the City Attorney is required prior to execution by the City.

11-1. Operating Department Responsibilities:

1. Prepare a City amendment and obtain appropriate signatures from both parties.
2. Compile all exhibits/attachments referenced in the amendment. Update the insurance documents if necessary.
3. Obtain City Manager and/or City Attorney approval, if applicable.
4. When the contract plus amendment total over \$100,000, obtain City Council approval.
5. Submit request to Finance for a purchase order change order if the amendment alters the dollar amount.
6. Submit original signed amendment, complete with exhibits and attachments, to the City Clerk.
7. Provide the consultant (professional services) or vendor (technical/maintenance services) a signed copy of the amendment.

11-2. Amendment Cost Limits:

Contract amendments can only be approved within their cost limits. Cost limits are calculated as the existing contract total plus any cost changes in the amendment.

11-2.1. Contract Total of \$50,000 or Less:

Amendments can be approved by the Department Head if the contract total, including all amendments, does not exceed \$50,000.

11-2.2. Contract Total of \$50,000.01 to \$100,000:

Amendments can be approved by the City Manager if the contract total, including all amendments, does not exceed \$100,000.

11-2.3. Contract Total Over \$100,00:

Amendments must be approved by City Council and executed by the City Manager if the amended contract will exceed the amount previously approved by City Council or if an amendment will cause the contract to exceed \$100,000.

11-2.4. Prior Approved Contingency:

City Council may award a contract amount plus a contingency for a project or service that will or potentially will exceed \$100,000. In such a case, the contract would originally reflect the primary contract amount, but may be amended later up to the contingency authorized as part of the Council item without further Council action.

SECTION 12: SPECIFICATIONS

Accurate specifications are essential for effective bidding. It is the responsibility of each department to provide detailed, accurate specifications when requisitioning supplies and services.

12-1. Developing Specifications:

Well-developed specifications are necessary to ensure quality that will fulfill the operating department's needs while also avoiding unnecessary costs for the taxpayer. A good specification should be:

1. Simple and straightforward, yet specific enough that the bidder cannot evade any of the provisions or underbid with products that do not meet the department/division's needs.
2. Clear and easily identified, including any necessary measurements, material standards, or similar product types on the market.
3. Flexible and reasonably tolerant of discrepancies and different products.

4. As fair to the seller as reasonably possible without compromising the City's interests, and capable of being met by multiple bidders in order to promote competition.
5. Capable of being checked in order to determine if the quality is sufficient and the bid is valid.

12-2. Standardization:

Standardization of specifications for items common to several divisions enables collaborating departments to buy quantity and generally receive lower pricing due to larger orders. The Finance Department will support operating departments in the establishment of standard specifications for articles in common use.

12-3. "Or Equal":

When brand names are specified, the words "or equal" must be added unless compelling reasons make only a single brand acceptable. Use of a brand name for "equal to" specifications should be for the purpose of describing the standard of quality, performance, and characteristics the City desires and not be intended to limit or restrict competition. Use of "equal to" specifications should, whenever possible, identify a minimum of two brand names as approved equals.

Using specifications provided by a specific manufacturer should be avoided and, if used, the name of the manufacturer, model number, etc., should be indicated. It should also be stated, that use of the manufacturer's specifications are for the sole purpose of establishing an "equal to" criteria. When specifications designate "or equal," the City reserves the right to determine and approve any other as being equal or acceptable.

12-4. Vendor Assistance in Writing Specifications:

There may be occasions when vendor assistance may be required in developing specifications. Such specifications should be written in general terms. The vendor should be clearly informed that the information provided might be used in developing specifications for a competitive bidding process. The Purchasing Officer or their designee shall approve such specifications.

12-5. Review of Specifications:

It is the operating department's responsibility to assure that specifications are complete and accurate. The department will review for completeness of information, terms and conditions, insurance/compliance, and open and competitive language. To assure bid/proposal specifications and terms meet the City needs, the operating department may request review or assistance by the Finance Department, the City Attorney, or other pertinent City staff in the development of specifications.

SECTION 13: VENDOR RELATIONS

It is to the City's advantage to maintain and promote good relations with suppliers. The City's vendor relations reflect the public image of the City organization. Finance and the operating departments are responsible for promoting fairness, integrity, courtesy, and goodwill in their vendor relations.

Operating departments may make direct contact with vendors for such purposes as obtaining price quotes (less than \$100,000), developing service contracts, initiating informal bid or proposal processes, obtaining technical information, obtaining cost estimates for budgeting or purchasing purposes, preparing purchase requisitions, and placing orders for authorized purchases.

The Finance Department may be the main contact in formal bid situations. Finance may also serve as an intermediary between operating departments and vendors when requested by operating departments or in conflict resolution matters.

SECTION 14: PROTEST PROCEDURE AND ADMINISTRATIVE APPEAL

14-1. Bid Protests (Not for Public Projects):

In the event of a bid protest, the alleged aggrieved protesting bidder must file in writing to the Finance Director the exact reason for the protest. In no event shall a protest be considered if all bids are rejected or after award of the contract. Failure to comply in the manner prescribed shall constitute a failure to exhaust administrative remedies and shall automatically relieve the City of Yuba City from accepting that protest.

Any others who wish to protest the outcome of a bid or procurement must utilize the public comment process during the regularly scheduled City Council meetings.

14-1.1. Protest Procedure Prior to Bid Opening:

Any bidder wishing to file a protest prior to bid opening concerning the specifications or bid procedure must do so in writing. This written protest must be received by Finance no later than four working days prior to bid opening. If a protest that is received cannot be resolved by the designated time of the bid opening, the Finance Director may delay the bid opening until the protest is addressed to the City's satisfaction.

14-1.2. Protest Procedure After Bid Opening:

Any bidder wishing to protest based on information that only became evident after the bid opening must file the protest in writing. This written protest must be received by Finance no later than five working days after the City of Yuba City notifies all bidders of the apparent low bid or the proposal selected by the committee for procurements under the formal bid limit, or within five working days from when bids or proposals over the formal bid limit are opened in public.

14-1.3. Protest Review:

The Finance Director shall review the written protest and, within five working days after receipt of the written protest, issue a decision in writing. The decision shall state the reasons for the action taken as well as inform the protesting bidder of the right to administrative appeal. A copy of the decision will be forwarded to the City Manager.

A decision rendered by the Finance Director as outlined in this section shall be final and conclusive. If the alleged aggrieved protesting bidder has complied with the protest procedures, they shall have the right to commence an administrative appeal.

14-2. Administrative Appeals:

The Finance Director's decision regarding a bid protest may be appealed to the appropriate approving authority, based upon the procurement limits. The protestor will be notified regarding the appropriate administrative appeal procedure in the written decision from the Finance Director.

14-2.1. Informal Bids:

The City Manager is the approving authority for all administrative appeals for all purchases up to \$100,000. Appeals must be written and submitted to the City Manager's Office within five working days after the aggrieved bidder is notified of the Finance Director's decision. A written decision will be issued within ten working days after receipt of the written appeal. The decision by the City Manager is final.

14-2.2. Formal:

The City Council is the approving authority for formal appeals for the City of Yuba City for all purchases over \$100,000. Appeals must be written and submitted to the City Manager's Office within five working days after the aggrieved bidder is notified of the Finance Director's decision. The City Council may consider the appeal concurrently with its decision on the award. The decision by the City Council is final.

14-3. Public Project Protests and Appeals:

Protests and appeals regarding public projects shall be per the procedures established in the Public Contract Code.

SECTION 15: SURPLUS AND UNCLAIMED PROPERTY

15-1. Surplus/Unclaimed Property:

The Purchasing Officer shall have the authority to sell, exchange, or trade in all supplies, materials, and equipment which are no longer used, have become obsolete, worn out, or scrapped, or which have become unsuitable for public use.

The Purchasing Officer shall also have the authority to sell unclaimed property. All unclaimed property shall be sold or otherwise disposed of in accordance with Civil Code § 2080 et seq.

All sales shall be in accordance with the provisions outlined in Section 2-6.08 and 2-6.09 of the City's Municipal Code.

15-2. Disposal of Personal Property (Less than \$500):

Pursuant to Welfare and Institutions Code § 217, in lieu of the provisions contained in Civil Code § 2080, an alternative procedure is established with respect to the disposal of unclaimed personal property not worth more than \$500. The Purchasing Officer is authorized with respect to said property, which has been unclaimed for at least 90 days, to transfer and deliver any such items to the Probation Officer of the County, to the Welfare Department of the County, or to any charitable or nonprofit organization which is authorized under its articles of incorporation to participate in a program or activity designed to prevent juvenile delinquency and which is exempt from income taxation under federal or state law, for use in any program or activity designed to prevent juvenile delinquency.

SECTION 16: FEDERALLY DECLARED EMERGENCIES

In the event of an emergency declared by the President of the United States, the City of Yuba City must comply with federal procurement standards as a condition of receiving public assistance funding from the Federal Emergency Management Agency (FEMA) for contract costs for eligible work. FEMA funding is governed by Title 2 of the Code of Federal Regulations (CFR) Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

CITY OF YUBA CITY PURCHASING POLICIES AND PROCEDURES

APPENDIX I: DEFINITIONS

Amendment – A modification of terms and/or pricing for goods, professional services, or technical/maintenance services contracts or task orders.

Bid – A comparative price offer made by an intended seller in reply to an Invitation for Bid or Request for Quotation.

Bid Document – A document soliciting pricing for materials, supplies, and services purchases. The bid document includes all pertinent information related to the purchase (specifications), plus instructions to the vendor on how to prepare the document, terms and conditions, and any insurance requirements necessary.

CAL-Card – The City’s procurement card issued under California Department of Goods and Services, utilized as a payment mechanism for purchases by authorized City staff.

Consultant – A provider of professional services, such as the examples provided in Section 10-1. Should be contracted via a Professional Services Agreement. See Section 10 for procurement guidelines.

Contract – Any agreement or written document which produces a contractual agreement between the City and another party for the procurement or disposition of materials, services, professional services, or construction projects.

Department Head – The director of a department or their designee.

Equipment – Furnishings, machinery, vehicles, rolling stock, and other personal property used in the City’s business.

Force Account – Construction work performed by City labor.

Goods – Any and all supplies, materials, and/or equipment which are moveable at the time of sale, and can be furnished to or be used by the City. This also includes goods purchased separately for City projects and goods purchased with installation services.

Procurement (Purchase) – Buying, purchasing, renting, leasing, or otherwise obtaining of any materials, equipment, supplies, or services. Also included are all activities related to obtaining the above items.

Proposal – A comparative written offer made by an intended consultant (professional services) or vendor (technical/maintenance services) for evaluation by City staff in reply to a Request for Proposal.

Public Project – “Public Project” shall have the meaning as set forth in the California Public Contract Code Sections 20161 and 22002, as amended.

Public Works Construction Project – A public construction project that is subject to the regulations of the state Public Contract Code, such as the erection, construction, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the City. Public works does not include maintenance work as defined in said Code.

Purchase Order – A document generated by the Finance Department after the bidding requirements have been met and the purchase has been awarded. A purchase order authorizes the purchase of goods or services. It is a written legal document signed by the Purchasing Officer, Finance Director, and/or Department Head (as required per the procurement limits) stating all terms and conditions of purchase transaction or referring to such terms and conditions as may exist in an accompanying contract.

Purchase Order Change Order – A change order to an existing purchase order may occur for a variety of reasons including, but not limited to, increasing the dollar amount of the purchase order, adding or deleting a line item, changing an account number on a line item, or increasing or decreasing the quantity on a line item.

Purchasing Officer – The City Manager or a designated representative.

Purchase Requisition – A request for a purchase order. The request comes from the operating department that needs to order specific goods or services. This is completed through the City's operating Finance software (Pentamotion at the time of policy adoption).

Request for Proposal – The complete assembly of related documents (whether attached or by reference) furnished to a prospective consultant or vendor for specific services for the purpose of soliciting a proposal for a City professional service or technical/maintenance service procurement. These shall be evaluated and awarded based on a number of factors, rather than just price.

Request for Quotation – The complete assembly of related documents (whether attached or by reference) furnished to a prospective contractor/supplier for specific products or services for the purpose of presenting a quote for a City procurement. These shall be reviewed and awarded to the lowest responsible bidder.

Sole Source – Unique commodities or services that can be obtained from only one vendor or one distributor authorized to sell in the area or region, with singular characteristics or performance capabilities, or which have specific compatibility components with existing City products are exempt from the competitive bidding requirements and are deemed sole source purchases. Sole source purchases may include proprietary items sold directly from the manufacturer.

Solicitation – An invitation or request by which the City invites a person to participate in a procurement, such as an Invitation for Bids, a Request for Proposals, a Request for Qualifications, or a Request for Quotations.

Specification – A description in the bid, proposal, or quote of the sought item or service which informs prospective vendors what is specifically required and provides the basis for determining the responsive bid and the resulting purchase order or contract. In addition, it establishes the standard against which inspections and tests are made.

Uniform Construction Cost Accounting Procedures – Uniform construction cost accounting procedures shall mean those procedures and rules established by the State Uniform Construction Cost Accounting Commission pursuant to Section 22000, et seq. of the Public Contract Code.

Vendor – A seller of materials and supplies or technical/maintenance services, such as installation. If any work is to be done by the vendor, it should be contracted via Standard Agreement. See Section 8 for procurement guidelines.

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Cellular Water Meter Replacement Project (18-14) – Purchase Order Increase
Recommendation: Adopt a Resolution authorizing an increase of \$165,000 to the Badger Meter, Inc. Purchase Order, with a finding that it is in the best interest of the City
Fiscal Impact: \$165,000 – CIP Account No. 951094 (Replace Water Service or Water Meter)

Purpose:

To improve water distribution customer service, labor efficiency, and water-loss prevention by replacing aging radio-read meters with cellular-read meters.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving the City's infrastructure.

Background:

The State Water Resources Control Board provides grant funding to local public agencies for water and wastewater infrastructure projects, including projects to conserve water and energy. On January 17, 2017, City Council authorized the Public Works Director to file a Financial Assistance Application with the State for the State Revolving Fund program to fund the Cellular Water Meter Replacement Project. The project proposes to replace all of the City's radio-read meters with cellular-read meters and components. The project aims to provide a higher level of service for our customers, while reducing costs associated with labor and equipment required to read the meters. Cellular-read meters provide faster, more accurate information about water usage, leaks, and potential maintenance issues by providing real-time data, which customers may access through a website and smartphone/tablet application. Additionally, the City's Finance Department can quickly download the information for billing and maintenance purposes.

The Cellular Water Meter Replacement Project includes the replacement of approximately 16,808 radio-read transmitters with new cellular-read transmitters (endpoints), 16,808 meter registers (encoders), and 5,000 meter bodies (bare meters).

On April 10, 2018, City Council approved the Construction Installment Sale Agreement. The City entered into the agreement with the State Water Resources Control Board on April 18, 2018. The agreement is for \$8 million, which includes \$4 million in principal forgiveness and \$4 million in low

interest loans. Funding will be through the Clean Water State Revolving Fund (SRF) with a principal forgiveness in the amount of 50% of the total project cost. The City's remaining share of 50% will be funded through a low interest loan at 1.8% interest rate.

On December 17, 2019, City Council approved the project's plans and specifications and authorized staff to advertise for bids. On March 3, 2020, the project was advertised for bids and on May 5, 2020, City Council approved the following:

1. Award of the sole source purchase of Badger Meter Inc. (Badger) equipment for installation on the Cellular Water Meter Replacement Project in the amounts of:

A. \$3,532,750 for 16,808 Orion Cellular LTE Endpoints (endpoints) with Twist Tight Connectors, 16,808 Badger HR-E LCD Encoders (encoders), and Training; and

B. \$620,000 for 5,000 Badger M70 Bronze Meter Bodies (meters)

2. Amend the Professional Services Agreement with Coastland Civil Engineering (City's engineering consultant) of Auburn, CA in the amount of \$255,500 for a total of \$377,500, to provide construction management and engineering services during construction for the Cellular Water Meter Replacement Project.

3. Award the construction contract to Professional Meters, Inc. (PMI) in the amount of their total bid \$1,384,889 for installation of Badger Meter, Inc. equipment.

On May 24, 2021, the agreement was amended and executed by the City Manager to reflect bids and actual equipment prices for a total project cost of \$6,489,864.00. On November 20, 2021, construction started on the Cellular Water Meter Replacement Project. To date, construction of the project is substantially complete with punch list items and warranty items remaining.

Analysis:

The project specifications require the contractor to perform meter box audits to determine meter/encoder conditions prior to replacements. Additionally, the project specifications call for the replacement of the existing radio read meter endpoint with a new Orion Cellular LTE-M Endpoint where the existing endpoint has an identification code which does not start with a 1 or 2. Additionally, the project specifications call for the replacement of an existing meter over approximately 12-15 years of age that is not a Badger Meter brand.

During construction, PMI discovered additional meter equipment not included in the original purchase order contract requiring replacement per the project specifications highlighted above and as detailed below.

Orion Cellular LTE-M Endpoints

In accordance with the project specifications described above, PMI discovered and replaced approximately 350 additional radio read endpoints not accounted for in the original purchase order.

On recommendation from City's engineering consultant, an additional 418 endpoints were ordered and left as yard stock for City maintenance staff to replace as older units fail in the future. The additional cost to purchase a total of 768 endpoints is \$123,126.91. Securing additional units for yard stock avoids potential service disruptions to water customers by allowing City maintenance crews to respond to failed units quickly.

Meters

In accordance with the project specifications, PMI discovered and replaced eight (8) additional 3" Fire Hydrant meters not accounted for in the original purchase order. The additional cost to purchase the 3" Fire Hydrant M70 Bronze meters from Badger is \$8,015.39.

Reserve

To date, there are several invoices for additional equipment and services Badger Meter, Inc. has not yet submitted to the City for review including an additional Ranger 7HH Data Collector, training costs, and service unit packages required to complete the project that were not included in the original purchase order. Staff estimates these costs not yet invoiced to total approximately \$33,857.70.

Fiscal Impact:

With the construction and sole source purchase contract awarded on May 5, 2020, Council authorized a total construction cost for the project of \$6,489,864.00, which consists of the following components:

Sole Source Meter Purchase	\$ 4,152,750
Construction Contract	\$ 1,384,889
Construction Change Order Contingency (25%)	\$ 346,220
Construction Management / Inspection (18.5%)	\$ 255,500
City Administration & O&M Costs (16.5%)	\$ 228,505
Project Management	\$ 122,000

Total	\$ 6,489,864
--------------	---------------------

With the unforeseen discoveries of additional endpoints and meters requiring replacement and remaining Badger Meter, Inc. invoices requiring review and payment, staff is requesting the following contingency funding authorization:

\$ 123,126.91 – HR-E LCD Encoders
\$ 8,015.39 – 3" Hydrant Meters & Hardware/Couplings
\$ 33,857.70 – Reserve (Training, Add'l Hand Held Readers, Service Packages)
\$ 165,000.00 – Total additional authorization requested

Staff does not foresee utilizing the full \$165,000. However, to ensure construction completion by the SRF deadline of May 31, 2022 and to avoid returning to Council for future unforeseen purchasing needs as staff reviews the final invoices from Badger Meter, Inc., staff recommends to reserve the additional \$33,857.70. Staff has confirmed additional costs are acceptable under the terms of the grant agreement.

Capital Improvement Program (CIP) Account No. 951094 (Replace Water Service or Water Meter) has a current cumulative balance of approximately \$1,738,340. Staff recommends retaining \$165,000 of this balance for Badger Meter, Inc. purchases and reserves as described above.

Alternatives:

There is no reasonable alternative to authorizing a purchase order increase as described in this staff report. Additional items were required to complete the project per the contract specifications.

Recommendation:

Adopt a Resolution authorizing an increase of \$165,000 to the Badger Meter, Inc. Purchase Order, with a finding that it is in the best interest of the City.

Attachments:

1. Resolution - Authorizing an increase to the Badger, Inc. Purchase Order

Prepared By:

Nick Menezes
Assistant Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING AN INCREASE OF \$165,000 TO THE BADGER METER, INC. PURCHASE
ORDER 220094-2 WITH A FINDING THAT IT IS IN THE BEST INTEREST OF THE CITY, OF
THE CELLULAR WATER METER REPLACEMENT PROJECT (18-14)**

WHEREAS, on May 5, 2020, the City of Yuba City (City) awarded a sole source purchase contract to Badger Meter, Inc., in the total amount of \$4,152,750.00 for the purchase of the following:

- a. \$3,532,750 for 16,808 Orion Cellular LTE Endpoints with Twist Tight Connectors, 16,808 Badger HR-E LCD Encoders, and Training; and
- b. \$620,000 for 5,000 Badger M70 Bronze Meter Bodies

WHEREAS, the purchase of said equipment was for the Cellular Water Meter Replacement Project (18-14); and

WHEREAS, the award of said sole source purchase contract did not include a contingency amount; and

WHEREAS, upon commencing construction activities it was discovered that 350 additional endpoints required replacement for \$56,112.52; and

WHEREAS, upon commencing construction activities it was discovered 8 additional fire hydrant meters required replacement for \$8,015.39; and

WHEREAS, on recommendation by the City's engineering consultant, 418 additional endpoints were ordered for City reserves for \$67,014.39; and

WHEREAS, staff anticipates Badger Meter, Inc. will submit invoices totaling an estimated \$33,857.70 to the City for additional equipment and services required to complete the project that were not included in the original purchase order; and

WHEREAS, the City's engineering consultant determined that proposed costs for the additional equipment cited above are reasonable and consistent with industry standards.

NOW, THEREFORE, be it resolved by the City Council of the City 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 hereby authorizes a purchase contingency of \$165,000, with a finding that it is in the best interest of the City.
3. This Resolution shall become effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of January, 2022.

AYES:

NOES:

ABSENT:

David Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Development Services Department
Presentation By: Ben Moody, Development Services Director

Summary

Subject: Assessor Parcel Number Correction – Harter Specific Plan

Recommendation: Adopt a Resolution which rescinds Resolution No. 21-182 due to incorrect Assessor's Parcel Numbers being utilized in documentation, and re-approve the authorization of the City Manager to execute a Grant Deed and associated documents, to create a new legal parcel for the future park on Harter Parkway, and participate in a Lot Line Adjustment to help facilitate development of the Harter Specific Plan for properties southerly of Butte House Road, westerly of Harter Parkway and northerly of future Jefferson Avenue

Fiscal Impact: Minor staff time associated with document preparation, coordination, and recordation

Purpose:

To create a legal lot for the future park on Harter Parkway and participate in a lot line adjustment to help streamline development processes.

Council's Strategic Goal:

The project addresses the City Council's Strategic Goal of being business friendly, as the participation in the Lot Line Adjustment with potential developers will help streamline development of the Harter Specific Plan.

Background:

At the December 21, 2021 City Council meeting, Resolution No. 21-182 was adopted which would authorize the City Manager to execute a Grant Deed and associated documents, to create a new legal parcel for the future park on Harter Parkway, and participate in a Lot Line Adjustment to help facilitate development of the Harter Specific Plan for properties southerly of Butte House Road, westerly of Harter Parkway and northerly of future Jefferson Avenue. After the approval of the Resolution, it was determined that one of the listed Assessor's Parcel Numbers (APNs) included in the Staff Report, Resolution, and associated Exhibits, APN 62-310-006, was listed incorrectly, and is modified to correctly be APN **62-310-009**.

Analysis:

In order to proceed with the recordation processes and proper memorialization of the actions, staff recommends that Council Rescind Resolution No. 21-182 and adopt a new Resolution which makes the same actions as previously made in Resolution No. 21-182, while correcting APN 62-310-006 to APN **62-310-009**.

Fiscal Impact:

Minor staff time associated with document preparation, coordination, and recordation.

Alternatives:

1. Do not rescind Resolution No. 21-182; this will cause the subject resolution to contain the incorrect APNs in perpetuity.

Recommendation:

Adopt a Resolution which rescinds Resolution No. 21-182 due to incorrect Assessor's Parcel Numbers being utilized in documentation, and re-approves the authorization of the City Manager to execute a Grant Deed and associated documents, to create a new legal parcel for the future park on Harter Parkway, and participate in a Lot Line Adjustment to help facilitate development of the Harter Specific Plan for properties southerly of Butte House Road, westerly of Harter Parkway and northerly of future Jefferson Avenue.

Attachments:

1. Resolution
2. Exhibit A - Grant Deeds and Descriptions Developer-Owned Parcels
3. Exhibit B - Grant Deed and Description City-Owned Parcel

Prepared By:

Josh Wolffe
Associate Civil Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
RESCINDING RESOLUTION 21-182 DUE TO INCORRECT ASSESSOR'S PARCEL
NUMBERS BEING UTILIZED IN THE DOCUMENTATION, AND RE-APPROVES THE
PREVIOUS ACTIONS OF AUTHORIZING THE CITY MANAGER TO EXECUTE A
GRANT DEED AND ASSOCIATED DOCUMENTS, TO CREATE A NEW LEGAL
PARCEL FOR THE FUTURE PARK ON HARTER PARKWAY, AND PARTICIPATE IN
A LOT LINE ADJUSTMENT TO HELP FACILITATE DEVELOPMENT OF THE
HARTER SPECIFIC PLAN FOR PROPERTIES SOUTHERLY OF BUTTE HOUSE
ROAD, WESTERLY OF HARTER PARKWAY, AND NORTHERLY OF FUTURE
JEFFERSON AVENUE**

WHEREAS, a condition of grant funding for the proposed park along Harter Parkway is that a deed restriction be placed on the park's parcel, Assessor's Parcel Number (APN) 62-310-005, which will in perpetuity prevent the park from being redeveloped into anything other than a park; and

WHEREAS, APN 62-310-005 also currently contains the City of Yuba City's Harter water storage tank facility; and

WHEREAS, the City of Yuba City has been approached by developers associated with the Harter North development to coordinate a lot line adjustment (LLA) with the City, as the lot line adjustment would streamline their development needs; and

WHEREAS, the proposed northerly LLA would relocate the lot line, which currently separates APNs 62-310-009 and 62-310-010, to separate APN 62-310-004, combining APNs 62-310-009 and 62-310-010 into a 2.06-acre parcel (Parcel D, Exhibit A), while splitting APN 62-310-004 into two parcels: a 14.53-acre parcel (Parcel A, Exhibit A) and a 7.21-acre parcel (Parcel B, Exhibit A); and

WHEREAS, the City of Yuba City is required to participate in and approve of said lot line adjustment, as the proposed lot line adjustment would relocate said lot line across City-owned parcel APN 62-310-005; and

WHEREAS, as a condition of participating in the lot line adjustment, the City of Yuba City will require the developer to create a new, separate parcel, separating the park and water storage tank facility through a future Grant Deed process in accordance with the Subdivision Map Act, allowing for the park deed restriction to solely be placed on the proposed park parcel; and

WEHREAS, previously-approved Resolution No. 21-182 contained incorrect APN 62-310-006 instead of correct APN 62-310-009, and the City desires to correct the documentation error by rescinding the previously-approved Resolution, and adopting a new Resolution which makes the same actions, while also referencing the correct APNs.

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

Section 1. The City Council of the City of Yuba City does hereby rescind Resolution No. 21-182 due to inclusion of incorrect Assessor's Parcel Numbers.

Section 1. The City Council of the City of Yuba City does hereby authorize the City Manager to execute Grant Deeds, and all necessary associated documents to facilitate the lot line adjustment and creation of a new legal parcel associated with Assessor's Parcel Numbers 62-310-004, 62-310-005, 62-310-009, and 62-310-010 on behalf of the City, and to make any non-material, technical, and clerical edits and corrections to said documents subject to approval as to form by the City Attorney.

Section 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 18th day of January, 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

- A. Exhibit A – Grant Deeds and Descriptions: Developer-Owned Parcels
- B. Exhibit B – Grant Deed and Description: City-Owned Parcel

EXHIBIT A

RECORDING REQUESTED BY:

First American Title Company

MAIL TAX STATEMENT

AND WHEN RECORDED MAIL DOCUMENT TO:

Harter Packing Company

P.O. Box 1789

Yuba City, CA 95992

Space Above This Line for Recorder's Use Only

A.P.N.: 62-310-004, 62-310-009 &
62-310-010

File No.: 0192-6708370 (BS)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0, to effectuate a Lot Line Adjustment; CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$

- ☐ computed on the consideration or full value of property conveyed, OR
☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
☐ unincorporated area; ☒ City of **Yuba**, and
☒ Exempt from transfer tax; Reason: R&T Code 11911, Consideration Less than \$100.00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HARTER PACKING COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

hereby GRANT(s) to HARTER PACKING COMPANY, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
the following described property in the City of **Yuba**, County of **Sutter**, State of **California**:

The real property, whose boundary line adjustment is approved by the City of Yuba City through **Lot Line Adjustment No. 21-10** in the City of Yuba City, County of Sutter, State of California more particularly described as follows:

SEE EXHIBITS A-A, A-B, A-D & B ATTACHED HERETO

Mail Tax Statements To: **SAME AS ABOVE**

Date: **12/22/2021**

A.P.N.: 62-310-004, 62-310-009 &
62-310-010

File No.: 0192-6708370 (BS)

HARTER PACKING COMPANY, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY

LOMO COLD STORAGE, A CALIFORNIA LIMITED LIABILITY
COMPANY,
AS MEMBER

Dated: _____

By: _____

Name: Justin Micheli, II

Its: Manager

RICHLAND RANCHES, LTD. OF CALIFORNIA, A
CALIFORNIA CORPORATION, AS MEMBER

Dated: _____

By: _____

Name: Karmdeep S. Bains

Its: President

SUTTER LAND PROPERTIES, LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY, AS MEMBER

Dated: _____

By: _____

Name: Surjit S. Tut

Its: Manager

Date: **12/22/2021**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature

EXHIBIT A
LEGAL DESCRIPTION
PARCEL A
LOT LINE ADJUSTMENT 21 - 10

All that certain real property situate in City of Yuba City, County of Sutter, State of California, being a portion of Section 17, Township 15 North, Range 3 East, M.D.B. & M., also being a portion of Parcel A as described the grant deed for Lot Line Adjustment 06-03 recorded March 15, 2006 in Document Number 2006-0006390, Official Records of the County of Sutter, lying southerly of the southerly boundary line of Butte House Road and westerly of the westerly boundary line of Harter Road (Parkway) as said roads are described in the deed to the City of Yuba City recorded September 30, 2005 in Document No. 2005-0029548, Official Records of the County of Sutter, described as follows:

Beginning at the intersection of the northerly prolongation of the east line of the La Paloma Tract Units 1 And 2, filed in Book 9 of surveys, pages 43 and 51, Sutter County Records with the southerly line of Butte House Road as described in said Document No. 2005-0029548; thence South 0°03'54" East, along said east line of the La Paloma tract, units 1 and 2, a distance of 1102.54 feet to the northwest corner of that Yuba City Parcel described in the deed to the City of Yuba City and recorded as Sutter County Document No. 2005-0029549; thence along the northerly boundary of said Yuba City Parcel, East, 190.01 feet; thence North 77°49'50" East, 10.96 feet; thence southerly, along a non-tangent curve concave to the west, having a radius of 481.00 feet, a central angle of 12°09'19", with a chord that bears South 6°04'40" East, 101.85 feet, an arc distance of 102.04 feet; thence South, 47.66 feet to a tangent curve; thence along the arc of said tangent curve, concave to the west, having a radius of 30.00 feet, through a central angle of 25°50'31", an arc distance of 13.53 feet to a point of reverse curve; thence along the arc of said reverse curve to the left having a radius of 50.00 feet, through a central angle of 141°44'56", an arc distance of 123.70 feet to a point of reverse curve; thence along the arc of said reverse curve to the right having a radius of 30.00 feet, through a central angle of 25°50'31", an arc distance of 13.53 feet; thence North 89°56'06" East, 58.90 feet; thence South 88°32'18" East, 52.27 feet; thence South 87°00'42" East, 201.86 feet; thence South 42°52'30" East, 28.73 feet to the west line of Harter Road (Parkway) as described in said Document No. 2005-0029548; thence leaving said northerly boundary of said Yuba City parcel, northerly along the westerly boundary of Harter Road (Parkway) and the arc of a non-tangent curve concave to the east, having a radius of 908.00 feet, a central angle of 15°37'48", the chord bears North 08°24'10" East, 246.93 feet, an arc distance of 247.70 feet; thence leaving said westerly boundary, North 00°20'501" West, 55.44 feet; thence South 89°56'06" West, 140.18 feet; thence North 00°03'34" West, 82.78 feet to the beginning of a tangent curve; thence along the arc of said tangent curve, concave easterly having a radius of 981.00 feet, through a central

angle of 04°03'08", an arc distance of 69.38 feet to a point of reverse curve; thence along the arc of said reverse curve, having a radius of 1019.00 feet through a central angle of 2°41'36" a distance of 47.90 feet to a point of compound curve; thence along the arc of said compound curve, having a radius of 30.00 feet through a central angle of 88°38'28" a distance of 46.41 feet; thence North 89°56'06" East, 9.00 feet; thence North 00°03'54" West, 38.00 feet; thence South 89°56'06" West, 9.00 feet to a tangent curve; thence along the arc of said tangent curve, concave northeasterly having a radius of 30.00 feet, through a central angle of 88°38'28", an arc distance of 46.41 feet to a point of reverse curve; thence along the arc of said reverse curve, having a radius of 1019.00 feet through a central angle of 04°22'23" and a distance of 77.77 feet to a point of reverse curve; thence along the arc of said reverse curve, having a radius of 981.00 feet through a central angle of 04°50'42" a distance of 82.95 feet to a point of reverse curve; thence along the arc of said reverse curve, having a radius of 20.00 feet through a central angle of 90°53'13" a distance of 31.73 feet; thence North 89°56'06" East, 9.88 feet; thence North 00°03'54" West, 38.00 feet; thence South 89°56'06" West, 10.00 feet to a tangent curve; thence along the arc of said tangent curve, concave northeasterly having a radius of 20.00 feet, through a central angle of 90°00'00", an arc distance of 31.42 feet; thence North 00°03'54" West, 46.04 feet to the beginning of a tangent curve; thence along the arc of said tangent curve, concave easterly having a radius of 981.00 feet, through a central angle of 12°41'02", an arc distance of 217.17 feet; thence North 62°08'50" East, 90.18 feet to said southerly line of Butte House Road; thence westerly along said southerly line, North 70°17'09" East, 653.55 feet to the point of beginning. Containing 14.53 acres more or less.

See Exhibit B attached hereto and made a part of this description.

The Basis of Bearings for this description is the same as shown on Record of Survey for Sierra Central Credit Union filed in Book 18 of Records of Survey at Page 239, Sutter County Records.

END OF DESCRIPTION



EXHIBIT A
LEGAL DESCRIPTION
PARCEL B
LOT LINE ADJUSTMENT 21 - 10

All that certain real property situate in City of Yuba City, County of Sutter, State of California, being a portion of Section 17, Township 15 North, Range 3 East, M.D.B. & M., also being a portion of Parcel A as described the grant deed for Lot Line Adjustment 06-03 recorded March 15, 2006 in Document Number 2006-0006390, Official Records of the County of Sutter, lying southerly of the southerly boundary line of Butte House Road and westerly of the westerly boundary line of Harter Road (Parkway) as said roads are described in deed to the City of Yuba City recorded September 30, 2005 in Document No. 2005-0029548, Official Records of the County of Sutter, described as follows:

Commencing at the intersection of the northerly prolongation of the east line of the La Paloma Tract Units 1 And 2, filed in Book 9 of surveys, pages 43 and 51, Sutter County Records with the southerly line of Butte House Road as described in said Document No. 2005-0029548; thence easterly along said southerly line of Butte House Road, South 70°17'09" East, 653.55 feet to the **Point of Beginning** of herein described parcel; thence continuing along said south Line, South 70°17'09" East, 590.91 feet to the westerly boundary line of Harter Road (Parkway) per said Document No. 2005-0029548 and the beginning of a non-tangent curve; thence southerly along said westerly boundary line and the arc of said non-tangent curve concave northwesterly, having a radius of 742.00 feet, a central angle of 21°31'04", the chord bears South 40°33'30" West, 302.43 feet, an arc distance of 304.56 feet to a point of reverse curve; thence along the arc of said reverse curve to the left having a radius of 908.00 feet, through a central angle of 36°05'59", an arc distance of 572.09 feet; thence leaving said westerly boundary, North 00°25'01" West, 55.44 feet; thence South 89°56'06" West, 140.18 feet; thence North 00°03'54" West, 82.78 feet to the beginning of a tangent curve; thence along the arc of said tangent curve, concave easterly having a radius of 981.00 feet, through a central angle of 04°03'08", an arc distance of 69.38 feet to a point of reverse curve; thence along the arc of said reverse curve, having a radius of 1019.00 feet through a central angle of 2°41'36" a distance of 47.90 feet to a point of compound curve; thence along the arc of said compound curve, having a radius of 30.00 feet through a central angle of 88°38'28" a distance of 46.41 feet; thence North 89°56'06" East, 9.00 feet; thence North 00°03'54" West, 38.00 feet; thence South 89°56'06" West, 9.00 feet to a tangent curve; thence along the arc of said tangent curve, concave northeasterly having a radius of 30.00 feet, through a central angle of 88°38'28", an arc distance of 46.41 feet to a point of reverse curve; thence along the arc of said reverse curve, having a radius of 1019.00 feet through a central angle of 04°22'23" and a distance of 77.77 feet to a point of reverse curve; thence along the arc of said reverse curve, having a radius of

981.00 feet through a central angle of $04^{\circ}50'52''$ a distance of 82.93 feet to a point of reverse curve; thence along the arc of said reverse curve, having a radius of 20.00 feet through a central angle of $90^{\circ}53'13''$ a distance of 31.73 feet; thence North $89^{\circ}56'06''$ East, 9.88 feet; thence North $00^{\circ}03'54''$ West, 38.00 feet; thence South $89^{\circ}56'06''$ West, 10.00 feet to a tangent curve; thence along the arc of said tangent curve, concave northeasterly having a radius of 20.00 feet, through a central angle of $90^{\circ}00'00''$, an arc distance of 31.42 feet; thence North $00^{\circ}03'54''$ West, 46.04 feet to the beginning of a tangent curve; thence along the arc of said tangent curve, concave easterly having a radius of 981.00 feet, through a central angle of $12^{\circ}41'02''$, an arc distance of 217.17 feet; thence North $62^{\circ}08'50''$ East, 90.18 feet to said southerly line of Butte House Road and the point of beginning. Containing 7.20 acres more or less.

See Exhibit B attached hereto and made a part of this description.

The Basis of Bearings for this description is the same as shown on Record of Survey for Sierra Central Credit Union filed in Book 18 of Records of Survey at Page 239, Sutter County Records.



EXHIBIT A
LEGAL DESCRIPTION
PARCEL D
LOT LINE ADJUSTMENT 21 - 10

All that certain real property situate in City of Yuba City, County of Sutter, State of California, being a portion of Section 17, Township 15 North, Range 3 East, M.D.B. & M., lying southerly of the Parcel described in the deed to the City of Yuba City recorded September 30, 2005 as Document Number 2005-0029459, Official Records of the County of Sutter, lying northerly of the northerly boundary line of Jefferson Avenue as described in deed to the City of Yuba City recorded September 30, 2005 in Document No. 2005-0029547, and westerly of the westerly boundary line of Harter Road (Parkway) as described in deed to the City of Yuba City recorded September 30, 2005 in Documents No. 2005-0029547 and 2005-0029548, Official Records of the County of Sutter, described as follows:

Commencing at the southeasterly corner of "La Paloma Tract No. 2" filed in the office of the Sutter County Recorder in Book 9 of Surveys at page 51; thence South $00^{\circ}03'54''$ East a distance of 11.00 feet to the northerly line of Jefferson Avenue described in deed to the City of Yuba City as recorded in Sutter County Document No. 2005-0029547; thence along said northerly line, South $65^{\circ}14'52''$ East a distance of 35.43 feet to a tangent curve; thence along the arc of said tangent curve, concave southwesterly, having a radius of 440.00 feet, through a central angle of $42^{\circ}57'06''$, an arc distance of 329.85 feet to a point of reverse curve; thence along the arc of said reverse curve, concave northeasterly, having a radius of 360.00 feet, through a central angle of $01^{\circ}11'00''$, an arc distance of 7.44 feet to the **Point of Beginning** of herein described parcel; thence leaving said northerly line, along the southerly line of said Yuba City Parcel described Document No. 2005-0029549, along the arc of a non-tangent curve, concave to the southeast, having a radius of 890.00 feet, a central angle of $25^{\circ}16'11''$, the chord bears North $69^{\circ}34'27''$ East, 389.35 feet, an arc distance of 392.53 feet to the west line of Harter Road as described in said Document No. 2005-0029548; thence southerly along said west line, South $00^{\circ}25'01''$ East 256.87 feet; thence North $65^{\circ}14'52''$ West a distance of 0.11 feet to the west line of Harter Road (Parkway) as described in said Document No. 2005-0029547; thence southerly along said west line, South $00^{\circ}25'01''$ East 75.35 feet; thence South $44^{\circ}34'48''$ West 28.30 feet to the to the northerly line of Jefferson Avenue described in Document No. 2005-0029547; thence along said northerly line, South $89^{\circ}34'44''$ West a distance of 11.59 feet to a tangent curve; thence along the arc of said tangent curve, concave northeasterly, having a radius of 360.00 feet, through a central angle of $67^{\circ}24'06''$, an arc distance of 423.50 feet to the point of beginning. Containing 2.06 acres more or less.

See Exhibit B attached hereto and made a part of this description.

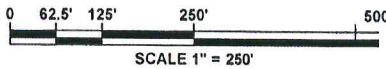
The Basis of Bearings for this description is the same as shown on Record of Survey for Sierra Central Credit Union filed in Book 18 of Records of Survey at Page 239, Sutter County Records.

END OF DESCRIPTION



BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED ON THAT RECORD OF SURVEY FILED IN BOOK 18 OF RECORD OF SURVEYS AT PAGE 239, SUTTER COUNTY RECORDS.



Line Table			
Line #	Length	Direction	
L1	10.96	N77° 49' 50"E	(R2,R4)
L2	47.66	S00° 00' 00"E	(R2,R4)
L3	58.90	N89° 56' 06"E	(R2,R4)
L4	52.27	S88° 32' 18"E	(R2,R4)
L5	28.73	S42° 52' 30"E	
L6	55.44	N00° 25' 01"W	
L7	82.78	N00° 03' 54"W	
L8	9.00	N89° 56' 06"E	
L9	38.00	N00° 03' 54"W	
L10	9.00	S89° 56' 06"W	
L11	9.88	N89° 56' 06"E	
L12	38.00	N00° 03' 54"W	
L13	10.00	S89° 56' 06"W	
L14	46.04	N00° 03' 54"W	
L15	90.18	N62° 08' 50"E	

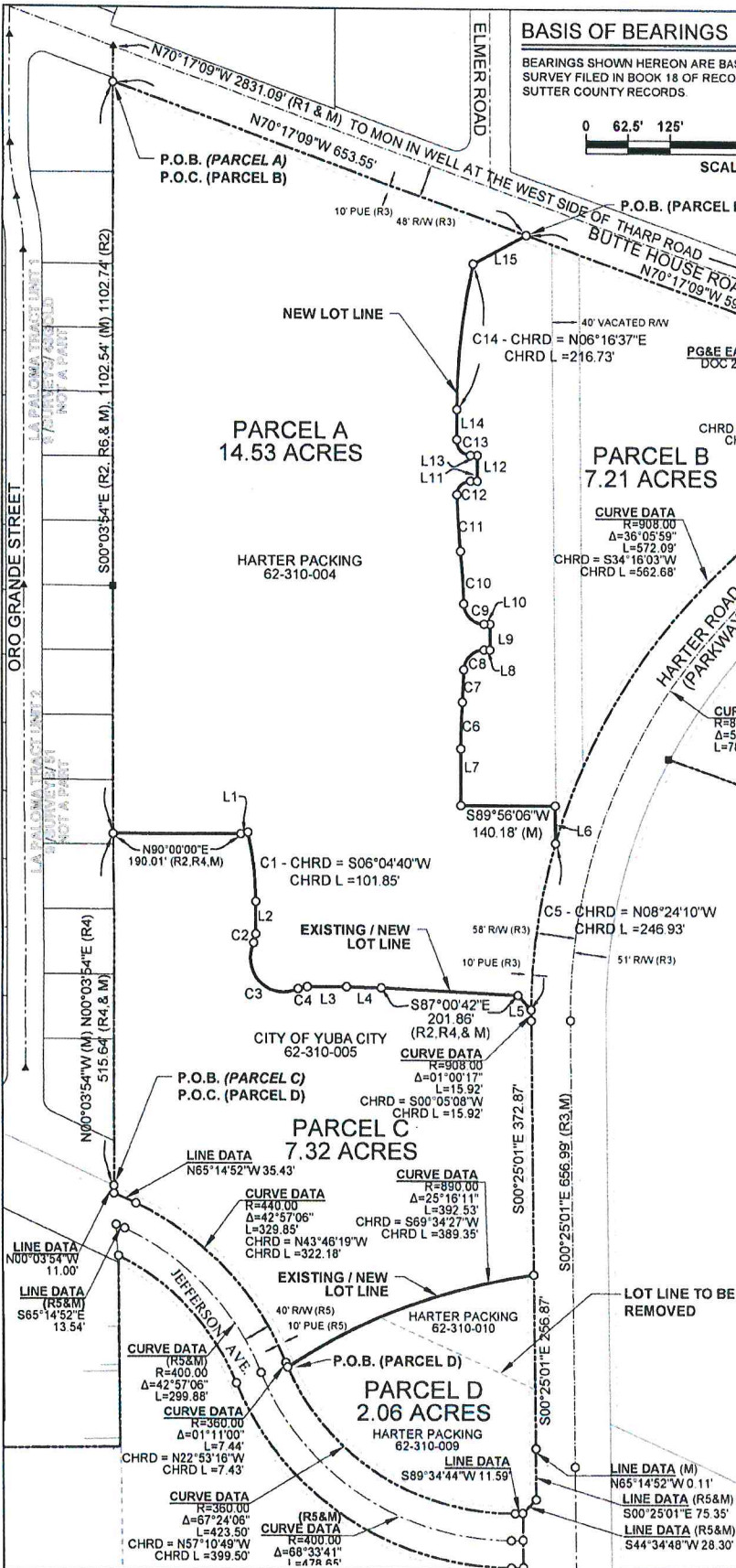
Curve Table				
Curve #	Length	Radius	Delta	
C1	102.04	481.00	12°09'19"	(R4)R4
C2	13.53	30.00	25°50'31"	(R2,R4)
C3	123.70	50.00	141°44'56"	(R2,R4)
C4	13.53	30.00	25°50'31"	(R2,R4)
C5	247.70	908.00	15°37'48"	
C6	69.38	981.00	4°03'08"	
C7	47.90	1019.00	2°41'36"	
C8	46.41	30.00	88°38'28"	
C9	46.41	30.00	88°38'28"	
C10	77.77	1019.00	4°22'23"	
C11	82.95	981.00	4°50'42"	
C12	31.73	20.00	90°53'13"	
C13	31.42	20.00	90°00'00"	
C14	217.17	981.00	12°41'02"	

LEGEND

- FOUND MONUMENT AS SHOWN
- CALCULATED POINT ONLY
- ▲ FOUND YUBA CITY CONTROL MONUMENT OR STANDARD CENTERLINE MONUMENT
- () EMBRACES RECORD DATA

RECORD REFERENCES

- (R1) RECORD OF SURVEY FOR SIERRA CENTRAL CREDIT UNION - BOOK 18 OF ROS PAGES 239 (2016)
- (R2) LOT LINE ADJUSTMENT 06-03 - DOCUMENT NO. 2006-0006390
- (R3) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029548
- (R4) GRANT DEED FOR TANK / PARK PARCEL - DOCUMENT NO. 2005-0029549
- (R5) GRANT DEED FOR RIGHT OF WAY - DOCUMENT NO. 2005-0029547
- (R6) UNRECORDED ALTA SURVEY FOR HARTER PACKING COMPANY BY VON GELDERN ENGINEERING (1985)
- (R7) LA PALOMA TRACT UNIT 1 - BOOK 9 SURVEYS PAGE 43



DATE: 10/29/21

JOB NO: 21-185

DRAWN: JSM

21185mast

CHECKED: RKH

TITLE:

EXHIBIT "B"

**HARTER PACKING COMPANY, LLC / CITY OF YUBA CITY
LOT LINE ADJUSTMENT 21-10**

BEING A PORTION OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST,
M.D.M., SUTTER COUNTY, CALIFORNIA

PREPARED BY: MHM, INC 1204 E STREET MARYSVILLE, CA 95901

SCALE: 1"=250'

SHEET 1 OF 1



EXHIBIT B

RECORDING REQUESTED BY:

First American Title Company

MAIL TAX STATEMENT

AND WHEN RECORDED MAIL DOCUMENT TO:

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

Space Above This Line for Recorder's Use Only

A.P.N.: 62-310-005

File No.: 0192-6708370 (BS)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$0, to effectuate a Lot Line Adjustment; CITY TRANSFER TAX \$;
SURVEY MONUMENT FEE \$

- ☐ computed on the consideration or full value of property conveyed, OR
- ☐ computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
- ☐ unincorporated area; ☒ City of **Yuba**, and
- ☒ Exempt from transfer tax; Reason: R&T Code 11911, Consideration Less than \$100.00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

hereby GRANT(s) to CITY OF YUBA CITY, A MUNICIPAL CORPORATION

the following described property in the City of **Yuba**, County of **Sutter**, State of **California**:

The real property, whose boundary line adjustment is approved by the City of Yuba City through **Lot Line Adjustment No. 21-10** in the City of Yuba City, County of Sutter, State of California more particularly described as follows:

SEE EXHIBITS A-C & B ATTACHED HERETO

Mail Tax Statements To: **SAME AS ABOVE**

Date: **12/22/2021**

A.P.N.: 62-310-005

File No.: 0192-6708370 (BS)

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

Dated: _____

By: _____

Name: Diana Langley

Its: City Manager

Date: **12/22/2021**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)SS

COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature

EXHIBIT A
LEGAL DESCRIPTION
PARCEL C
LOT LINE ADJUSTMENT 21 - 10

All that certain real property situate in City of Yuba City, County of Sutter, State of California, being a portion of Section 17, Township 15 North, Range 3 East, M.D.B. & M., also being the Parcel described in the deed to the City of Yuba City recorded September 30, 2005 as Document Number 2005-0029459, Official Records of the County of Sutter, lying northerly of the northerly boundary line of Jefferson Avenue Road as described in deed to the City of Yuba City recorded September 30, 2005 in Document No. 2005-0029547, Official Records of the County of Sutter, and westerly of the westerly boundary line of Harter Road (Parkway) as described in deed to the City of Yuba City recorded September 30, 2005 in Document No. 2005-0029548, Official Records of the County of Sutter, described as follows:

Beginning at the southeasterly corner of "La Paloma Tract No. 2" filed in the office of the Sutter County Recorder in Book 9 of Surveys at page 51; thence North 00°03'54" West along the easterly line thereof a distance of 515.64 feet; thence East, 190.01 feet; thence North 77°49'50" East, 10.96 feet; thence southerly, along a non-tangent curve concave to the west, having a radius of 481.00 feet, a central angle of 12°09'19", the chord bears South 6°04'40" East, 101.85 feet, an arc distance of 102.04 feet; thence South, 47.66 feet to a tangent curve; thence along the arc of said tangent curve, concave to the west, having a radius of 30.00 feet, through a central angle of 25°50'31", an arc distance of 13.53 feet to a point of reverse curve; thence along the arc of said reverse curve to the left having a radius of 50.00 feet, through a central angle of 141°44'56", an arc distance of 123.70 feet to a point of reverse curve; thence along the arc of said reverse curve to the right having a radius of 30.00 feet, through a central angle of 25°50'31", an arc distance of 13.53 feet; thence North 89°56'06" East, 58.90 feet; thence South 88°32'18" East, 52.27 feet; thence South 87°00'42" East, 201.86 feet; thence South 42°52'30" East, 28.73 feet to the west line of Harter Road as described in said Document No. 2005-0029548; thence southerly along the westerly boundary of Harter Road (Parkway) and the arc of a non-tangent curve concave to the east, having a radius of 908.00 feet, a central angle of 01°00'17", with a chord that bears South 00°05'08" West, 15.92 feet, an arc distance of 15.92 feet to a point of reverse curve; thence South 00°25'01" East 372.87 feet to a non-tangent curve; thence leaving said westerly Boundary along the arc of said non-tangent curve, concave to the southeast, having a radius of 890.00 feet, a central angle of 25°16'11", the chord bears South 69°34'27" West, 389.35 feet, an arc distance of 392.53 feet to the northerly line of Jefferson Avenue described in deed to the City of Yuba City in Document No. 2005-0029547; thence westerly along said northerly line, along the arc of a non-tangent curve, concave to the northeast, having a radius of 360.00 feet, a central angle of 01°11'00", the chord bears North

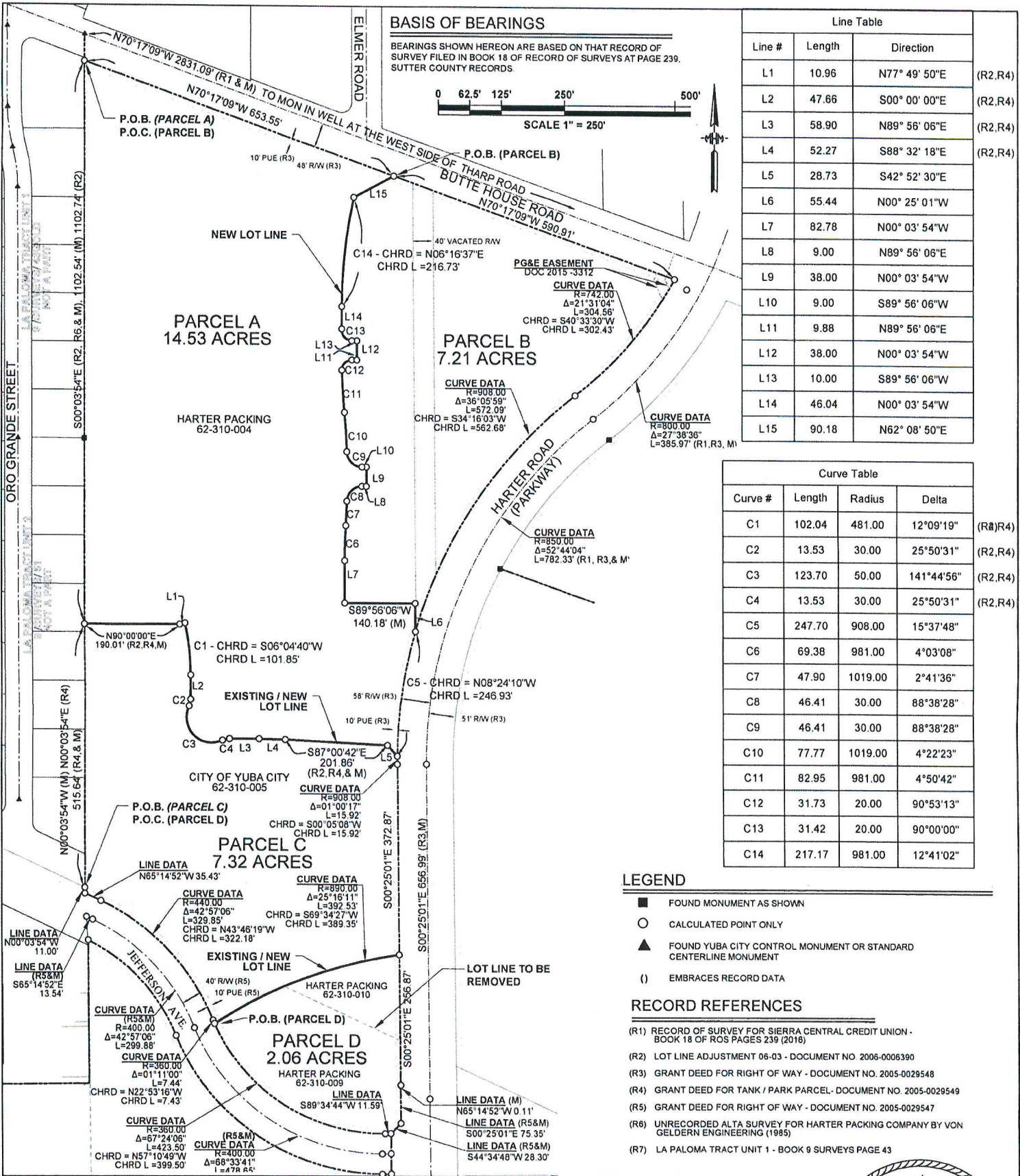
22°53'16" West, 7.43 feet, an arc distance of 7.44 feet to a point of reverse curve; thence along the arc of said reverse curve to the left having a radius of 440.00 feet, through a central angle of 42°57'06", an arc distance of 329.85 feet; thence North 65°14'52" West a distance of 35.43 feet; thence leaving the northerly line of said Jefferson Avenue, North 00°03'54" West a distance of 11.00 feet to the point of beginning. Containing 7.32 acres more or less.

See Exhibit B attached hereto and made a part of this description.

The Basis of Bearings for this description is the same as shown on Record of Survey for Sierra Central Credit Union filed in Book 18 of Records of Survey at Page 239, Sutter County Records.

END OF DESCRIPTION





DATE: 10/29/21

JOB NO: 21-185

DRAWN: JSM

21185mast

CHECKED: RKH

TITLE:

EXHIBIT "B"

HARTER PACKING COMPANY, LLC / CITY OF YUBA CITY
LOT LINE ADJUSTMENT 21-10

BEING A PORTION OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST,
M.D.M., SUTTER COUNTY, CALIFORNIA

PREPARED BY: MHM, INC 1204 E STREET MARYSVILLE, CA 95901

SHEET 1 OF 1



CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Council and Board
Presentation By: Dave Shaw, Mayor

Summary

Subject: City Council Regional Boards and Committee Assignments - Amended
Recommendation: Approve the Mayor's Amended Assignments to Regional Boards and Committees for Calendar Year 2022
Fiscal Impact: None

The amended assignment list below reflects the most up-to-date appointments:

Dave Shaw	Wade Kirchner	Marc Boomgaarden	Shon Harris	Grace Espindola
Advisory Board Screening Committee	Advisory Board Screening Committee	Bogue Stewart MTEA Ad Hoc Committee	County-Wide RDA Oversight Board (Alt)*	County-Wide RDA Oversight Board*
Beale Military Liaison	Beale Military Liaison (Alt)	Budget Oversight Ad Hoc Committee	Gilsizer Drainage District (Alt)	Feather River Air Quality Management District
Bi-County Homeless JPA (Alt)	Bi-County Homeless JPA	Business Retention Task Force	Feather River Air Quality Management District (Alt)	Regional Water Authority
Bogue Stewart MTEA Ad Hoc Committee	Budget Oversight Ad Hoc Committee	Local Agency Formation District (LAFCO)	Sacramento Area Council of Governments (SACOG)	Sutter Animal Services Authority (SASA)
Gilsizer Drainage District	Business Retention Task Force	Public Safety Ad Hoc Committee	School District Liaison	Yuba-Sutter Transit Authority (YSTA) (Alt)
Greater Sacramento Economic Council (GSEC)	Intergovernmental Relations Committee	Regional Housing Authority	Sutter Animal Services Authority (SASA) (Alt)	
Intergovernmental Relations Committee	N Sac Valley Integrated Regional Water Management Group	Sacramento Area Council of Government (SACOG) (Alt)**	Sutter Butte Flood Control Agency (SBFCA)	
Local Formation District (LAFCO) (Alt)	Regional Waste Management Authority (Alt)	Sutter Animal Services Authority (SASA)	Yuba Sutter Arts Council	
Public Safety Ad Hoc Committee	Sutter Butte Flood Control Agency (SBFCA)	Sutter County Children & Families Commission		
Regional Waste Management Authority (RWMA)	Sutter Yuba Mosquito Vector District	Yuba-Sutter Economic Development Corporation (YSEDC)** (Alt)		
School District Liaison (Alt)	Yuba-Sutter Transit Authority (YSTA)	Yuba-Sutter Transit Authority (YSTA) (Alt)		
Yuba-Sutter Economic Development Corporation (YSEDC)**				
Yuba-Sutter Transit Authority (YSTA)				

The updates are:

Gilsizer Drainage District

- Mayor Dave Shaw
- Councilmember Shon Harris (Alternate)

Yuba-Sutter Transit Authority

- Mayor Dave Shaw
- Vice-Mayor Wade Kirchner
- Marc Boomgaarden (Alternate)
- Grace Espindola (Alternate)

Attachment:

1. 2022 City Council Boards and Commissions Assignments (Amended)

Attachments:

1. 2022 - Council Assignments v2 01.18.22

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Dave Shaw
Mayor

ATTACHMENT 1



City Council Boards and Commission Assignments 2022

Commission	Members	Date/Time/Location	Contact	700 Form	Stipend
Advisory Board Screening Committee	Dave Shaw Wade Kirchner	As needed – to fill term ending dates June & Dec 1201 Civic Center Blvd YC	Ciara Wakefield City Clerk Administrator (530) 822-4817 cwakefield@yubacity.net	NO	None
Beale Military Liaison	Dave Shaw Wade Kirchner (Alt)	Volunteer/Advocacy As needed	Janice Nall – Beale AFB (530) 822-9988 jsn@c-mp.com	N/A	None
Bi-County Homeless Authority	Wade Kirchner Dave Shaw (Alt)	When called 5730 Packard Ave Marysville	Scott Thurmond (916) 416-0901 scott@thurmondconsultingllc.com	YES	None
Countywide Redevelopment Oversight Board* (Mayoral appointment)	Grace Espindola Shon Harris (Alt)	As needed - Sutter County 1160 Civic Center Blvd Yuba City, CA 95993	Steve Smith, Assistant CAO (530) 822-7100 SMSmith@co.sutter.ca.us	YES	None
Feather River Air Quality Management District (FRAQMD)	Grace Espindola Shon Harris (Alt)	4:00 p.m. First Monday Every other Month 915 8th St Marysville	Shelley Channel and Maisha Bullock - FRAQMD (530) 634-7659 Ex 204 lmckenzie@fragmd.org mbullock@fragmid.org	YES	\$100/meeting
Gilsizer Drainage District	Dave Shaw Shon Harris (Alt)	4:00 p.m. Monthly Every 2 nd Wednesday 1201 Civic Center Blvd YC	Tammi Gaschke – Sutter Co (530) 822-7450 TGaschke@co.sutter.ca.us	YES	None
Greater Sacramento Economic Development Council (Recommendation)	Dave Shaw Diana Langley	9:00 a.m. Quarterly 400 Capitol Mall #2520	Brittany Jones (916) 287-9082 bjones@selectsacramento.com	NO	None
Intergovernmental Relations Committee (IRC)	Dave Shaw Wade Kirchner	TBD / As needed	Judy Sanchez (530) 822-4602 jsanchez@yubacity.net	NO	None
Local Agency Formation Commission (LAFCO)	Marc Boomgaarden Dave Shaw (Alt)	2:00 p.m., 2 nd Thursdays Jan, Mar, May, July, Sep, Nov 1201 Civic Center Blvd YC	John Benoit, Executive Director (707) 592-7528 j.benoit4@icloud.com	YES	None



City Council Boards and Commission Assignments 2022

Commission	Members	Date/Time/Location	Contact	700 Form	Stipend
North Sacramento Valley Integrated Regional Water Management Group	Wade Kirchner	9:00 a.m. Mondays TBD 210 N. Lassen St City Hall - Willows	Guadalupe Rivera (530) 822-7400 GRivera@co.sutter.ca.us	YES	None
Regional Housing Authority	Marc Boomgaarden	12:15 p.m. Twice /Month 1 st & 3 rd Wednesdays 1455 Butte House Rd	Jennifer Ruiz – Housing Authority (530) 671-0220 Ext 122 j.ruiz@regionalha.org	YES	\$50/meeting
Regional Waste Management	Dave Shaw Wade Kirchner (Alt)	4:30 p.m. Monthly Every 3 rd Thursday 915 8 th Street Marysville	Keith Martin & Janet Frye (530) 634-6880 keith@yubasuttertransit.com janet@yubasuttertransit.com	YES	\$50/meeting
Regional Water Authority	Grace Espindola Diana Langley	9:00 am 2 nd Thursday every other month in various locations	Cecilia Partridge, RWA (916) 967-7692 cpartridge@rwah2o.org	YES	None
Sacramento Area Council of Governments (SACOG)	Shon Harris Marc Boomgaarden (Alt)	9:00 a.m. Monthly Every 3 rd Thursday 1415 L St #300 Sacto	Lanette Espinoza - SACOG (916) 340-6232 LEspinoza@sacog.org	YES	\$100/meeting
School District Liaison	Shon Harris Dave Shaw (Alt)	Quarterly Thursdays @2:00 750 Palora Ave YC	Lora Broad – YCUSD (530) 822-7601 lbroad@ycusd.k12.ca.us	NO	None
Sutter Animal Services Authority (SASA)	Marc Boomgaarden Grace Espindola Shon Harris (Alt)	4:00 p.m. Monday Jan-Apr-Jun-Sep-Nov. 1201 Civic Center Blvd. YC	Brad McIntire – Yuba City (530) 822-4652 bmcintir@yubacity.net	YES	None
Sutter Butte Flood Control Agency (SBFCA)	Shon Harris Wade Kirchner	1:00 p.m. Monthly Every 2 nd Wednesday 1201 Civic Center Blvd YC	Terra Yaney – SBFCA (530) 755-9859 admin@sutterbutteflood.org	YES	None
Sutter County Children & Families Commission	Marc Boomgaarden	Quarterly Location TBD	Julie Price (530) 822-7505 JPrice@co.sutter.ca.us	YES	None
Sutter Yuba Mosquito Vector District	Wade Kirchner (2 nd year of 2 year term)	4:00 p.m. Monthly Every 2 nd Thursday 701 Bogue Road YC	Stephen Abshier & Jessica Farrell (530) 674-5456 steve@sutter-yubamvcd.org jfarrell@sutter-yubamvcd.org	YES	\$100/meeting



City Council Boards and Commission Assignments 2022

Commission	Members	Date/Time/Location	Contact	700 Form	Stipend
Yuba Sutter Arts	Shon Harris	6:00 p.m. Monthly Every 4 th Wednesday 624 E Street Marysville	David Read, Executive Director (530) 742-2787 email@yubasutterarts.org	YES	None
Yuba Sutter Economic Development Corporation (Recommendation)	Dave Shaw Diana Langley Marc Boomgaarden (Alt)	Meets Quarterly 950 Tharp #1303	Brynda Stranix, CEO (530) 751-8555 bstrannix@ysedc.org	NO	None
Yuba-Sutter Transit Authority (YSTA)	Dave Shaw Wade Kirchner Marc Boomgaarden (Alt) Grace Espindola (Alt)	4:00 p.m. Monthly Every 3 rd Thursday 915 8 th Street Marysville	Keith Martin & Janet Frye (530) 634-6880 keith@yubasuttertransit.com janet@yubasuttertransit.com	YES	\$50/meeting

Ad Hoc Committees	Members
Bogue Stewart Master Tax Exchange Agreement	Dave Shaw Marc Boomgaarden
Business Retention Task Force	Marc Boomgaarden Wade Kirchner
Public Safety Ad Hoc	Dave Shaw Marc Boomgaarden
Budget Oversight	Marc Boomgaarden Wade Kirchner



City Council Boards and Commission Assignments 2022

Dave Shaw	Wade Kirchner	Marc Boomgaarden	Shon Harris	Grace Espindola
Advisory Board Screening Committee	Advisory Board Screening Committee	Bogue Stewart MTEA Ad Hoc Committee	County-Wide RDA Oversight Board (Alt)*	County-Wide RDA Oversight Board*
Beale Military Liaison	Beale Military Liaison (Alt)	Budget Oversight Ad Hoc Committee	Gilsizer Drainage District (Alt)	Feather River Air Quality Management District
Bi-County Homeless JPA (Alt)	Bi-County Homeless JPA	Business Retention Task Force	Feather River Air Quality Management District (Alt)	Regional Water Authority
Bogue Stewart MTEA Ad Hoc Committee	Budget Oversight Ad Hoc Committee	Local Agency Formation District (LAFCO)	Sacramento Area Council of Governments (SACOG)	Sutter Animal Services Authority (SASA)
Gilsizer Drainage District	Business Retention Task Force	Public Safety Ad Hoc Committee	School District Liaison	Yuba-Sutter Transit Authority (YSTA) (Alt)
Greater Sacramento Economic Council (GSEC)	Intergovernmental Relations Committee	Regional Housing Authority	Sutter Animal Services Authority (SASA) (Alt)	
Intergovernmental Relations Committee	N Sac Valley Integrated Regional Water Management Group	Sacramento Area Council of Government (SACOG) (Alt)**	Sutter Butte Flood Control Agency (SBFCA)	
Local Formation District (LAFCO) (Alt)	Regional Waste Management Authority (Alt)	Sutter Animal Services Authority (SASA)	Yuba Sutter Arts Council	
Public Safety Ad Hoc Committee	Sutter Butte Flood Control Agency (SBFCA)	Sutter County Children & Families Commission		
Regional Waste Management Authority (RWMA)	Sutter Yuba Mosquito Vector District	Yuba-Sutter Economic Development Corporation (YSEDC)** (Alt)		
School District Liaison (Alt)	Yuba-Sutter Transit Authority (YSTA)	Yuba-Sutter Transit Authority (YSTA) (Alt)		
Yuba-Sutter Economic Development Corporation (YSEDC)**				
Yuba-Sutter Transit Authority (YSTA)				

* = Mayoral Appointment

** = Recommendation

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Council and Board
Presentation By: Dave Shaw, Mayor

Summary

Subject: Ad Hoc Committee Dissolution

Recommendation: A. Dissolve defunct ad hoc committees including the Yuba City/Sutter County Homeless Advisor ad hoc and the Richland Village ad hoc

B. Adopt a Resolution to authorize the dissolution of the Development Impact Fee ad hoc

Fiscal Impact: No fiscal impact

Purpose:

To dissolve defunct ad hoc committees including the Yuba City/Sutter County Homeless Advisor ad hoc, the Richland Village ad hoc, and the Development Impact Fee ad hoc.

Background:

The Ralph M. Brown Act (Brown Act) requires open and public meetings by legislative bodies of local agencies when conducting the public's business. Under the Brown Act, advisory committees composed solely of the members of the legislative body that are less than a quorum of the legislative body are not "legislative bodies," where those committees are charged with specific tasks for a limited period of time.

With this in mind, the City Council occasionally establishes ad hoc committees, comprised of two members of the City Council, to provide Council support and participation in addressing specific issues facing the City. An ad hoc committee should be dissolved once its specific task has been completed.

Analysis:

Upon taking office in December 2021, Mayor Shaw evaluated the purpose and function of all existing ad hoc committees. As part of this process, it was determined that the following committees are no longer needed:

Yuba City/Sutter County Homeless Advisor ad hoc

The Yuba City/Sutter County Homeless Advisor ad hoc committee was formed in October 2019. While the need for the City/County to address the homeless issue in our community is ongoing, the duties and purpose of this committee have been transitioned into the Intergovernmental Relations Committee in order to facilitate better cooperation and collaboration with our partners.

Richland Village ad hoc

The Richland Village ad hoc committee was formed in January 2021 in order to continue dialogue with the Regional Housing Authority concerning the Richland Village project. In May 2021, Council voted to approve the funding request for the Richland Village Affordable Housing.

Development Impact Fee ad hoc

In December 2019, the Development Impact Fee ad hoc committee was formed by Resolution. In an effort to increase development within the City, they were asked to evaluate fees and requirements for undergrounding existing overhead utilities. In reviewing the data, the committee ultimately adopted an Overhead Utility Policy and recommended reducing Development Impact Fees. Council adopted this change in March 2020.

Alternatives:

Deny or modify the recommendation.

Recommendation:

- A. Dissolve defunct ad hoc committees including the Yuba City/Sutter County Homeless Advisor ad hoc and the Richland Village ad hoc.
- B. Adopt a Resolution to authorize the dissolution of the Development Impact Fee ad hoc.

Attachments:

- 1. Ad Hoc Committee Dissolution Resolution
- 2. Resolution 19-122 - Development Impact Fee Ad Hoc

Prepared By:

Ciara Wakefield
City Clerk Administrator

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
TO DISSOLVE THE DEVELOPMENT IMPACT FEE AD HOC COMMITTEE**

WHEREAS, the Development Impact Fee ad hoc committee was formed in December 2019 in an effort to increase development within the City; and

WHEREAS, this committee was asked to evaluate fees and requirements for undergrounding existing overhead utilities; and

WHEREAS, in reviewing the data, the committee ultimately recommended reducing Development Impact Fees; and

WHEREAS, City Council adopted this change March 2020.

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

Section 1. The City Council expresses its appreciation for all members who have served on and contributed to the Development Impact Fee committee.

Section 2. The Development Impact Fee ad hoc committee shall be dissolved effective immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18th day of January, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

RESOLUTION NO. 19-122

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ESTABLISHING AN AD HOC DEVELOPMENT IMPACT FEE COMMITTEE**

WHEREAS, the City Council of the City of Yuba City finds that a study and review Development Impact Fees should be conducted to determine the advisability of amending and updating such fees.

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

1. An Ad Hoc Development Impact Fee Committee is hereby created consisting of two Councilmembers, staff, and representatives from Yuba City Unified School District, Sutter County, and the builder/developer community, as needed.
2. The Ad Hoc Development Impact Fee Committee shall study and review Development Impact Fees and make written recommendations to the City Council as to amendments and/or updates. The Committee's review may include the following:
 - a. Necessity of the Development Impact Fees
 - b. Evaluation of the Infill Area including the infill property definition and infill area boundary map
 - c. Infrastructure needs and costs
 - d. Sutter County Impact Fees
 - e. Yuba City Unified School District Fees
3. The Ad Hoc Development Impact Fee Committee shall coordinate with staff to solicit Committee members, facilitate the meetings, identify necessary staff to participate in each meeting, and coordinate the preparation of a report with recommendations as applicable to the entire City Council.
4. The Ad Hoc Development Impact Fee Committee shall be formed for a period of not more than one year

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 17th day of December, 2019.

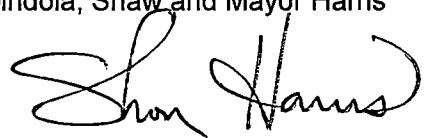
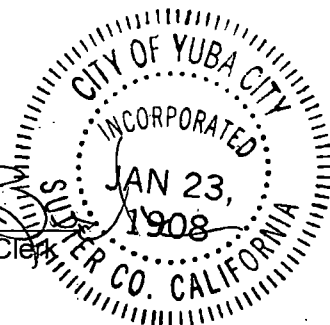
AYES: Councilmembers Boomgaarden, Cardoza, Espindola, Shaw and Mayor Harris

NOES: None

ABSENT: None

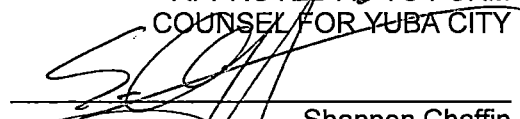
ATTEST:


Patricia Buckland, City Clerk



Shon Harris, Mayor

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY


Shannon Chaffin
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Custodial Services Bid Award (FB22-05)
Recommendation: Adopt a Resolution awarding the contract for custodial services to VALCO Cleaning, Inc. (formerly known as Valley Commercial Cleaning) of Marysville, CA in the amount of \$74,628 for one (1) year with the option of three (3) one (1) year extensions, with the finding that it is in the best interest of the City. Authorize the City Manager to approve the contract extensions
Fiscal Impact: \$74,628 annually as follows:

\$19,548 Senior Center
\$32,436 Gauche Aquatic Park
\$22,644 Sutter Animal Services Authority

Purpose:

To award the custodial services contract to VALCO Cleaning, Inc. (formerly known as Valley Commercial Cleaning). Custodial services will be provided at three (3) City facilities including the Senior Center, Gauche Aquatic Park, and Sutter Animal Services Authority (SASA).

Council's Strategic Goal:

This item addresses the City Council's Strategic Goal of fiscal responsibility.

Background:

The City has been paying for custodial services on a month to month basis for the last two months for the three locations mentioned above due to the previous agreement expiring in November 2021. The City hopes to enter into an agreement with a contractor to keep the terms and level of service consistent. The Facilities Maintenance division oversees the custodial and maintenance services for several City facilities including: City Hall, the Corporation Yard, Police Department, Fire Admin Building, the Water Treatment Facility, and the Wastewater Treatment Facility. The Facilities Maintenance division does not have sufficient staff on hand to clean and maintain the Senior Center, Gauche Aquatic Park, and Sutter Animal control, therefore the City contracts this service to an outside vendor.

Analysis:

The Public Works Department worked with Finance staff to finalize bid specifications that would meet the City's needs. A formal bid was developed and advertised according to the City's ordinances. Seven (7) vendors in the Yuba-Sutter and Sacramento areas were contacted and informed of the open formal bid. Five (5) vendors responded with initial interest, but only four (4) sealed proposals were received. Each proposal was scored on the following criteria:

<u>EVALUATION CRITERIA</u>	<u>POINTS</u>
Reasonableness of cost	35
References/Qualifications	50
Bid Completeness	15

The bid packets were scored by staff from the Facilities Maintenance Division of the Public Works Department. The bid evaluators notified Finance staff of the result and concur with the recommendation.

The following proposals were received and scored as follows:

<u>Vendor</u>	<u>Score</u>	<u>Price/Year</u>
VALCO Cleaning, Inc. Marysville, CA	98.50	\$ 74,628
Ultimate Building Maintenance Yuba City, CA	96.51	\$ 81,600
Lincoln Training Center Roseville, CA	83.13	\$140,232
S.Sarkissian CO Phoenix, Arizona	75.55	\$ 82,776

Fiscal Impact:

\$74,628 annually as follows:

\$19,548 Senior Center
 \$32,436 Gauche Aquatic Park
 \$22,644 Sutter Animal Services Authority

Alternatives:

- 1) Request a new bid process
- 2) Reevaluate proposals and select an alternate vendor

Recommendation:

Adopt a Resolution awarding the contract for custodial services to VALCO Cleaning, Inc. (formerly known as Valley Commercial Cleaning) of Marysville, CA in the amount of \$74,628 for one (1) year

with the option of three (3) one (1) year extensions, with the finding that it is in the best interest of the City. Authorize the City Manager to approve the contract extensions.

Attachments:

1. Resolution
2. Standard Agreement (Draft)

Prepared By:

Kevin Rivera
Accountant I

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING A STANDARD AGREEMENT TO VALCO CLEANING, INC.,
FORMERLY KNOWN AS VALLEY COMMERCIAL CLEANING, IN THE
AMOUNT OF \$74,628 FOR PROVIDING CUSTODIAL SERVICES**

WHEREAS, staff issued a Formal Bid on November 2, 2021 to award a contract to the lowest, most responsive vendor to provide custodial services to the Senior Center, Gauche Aquatic Park, and Sutter Animal Services Authority; and

WHEREAS, after analysis of the four proposals received, staff determined VALCO Cleaning, Inc., formerly known as Valley Commercial Cleaning, to be the lowest, most responsive vendor to provide the requested services; and

WHEREAS, staff recommends awarding a Standard Agreement to the lowest, most responsive vendor, VALCO Cleaning, Inc. for providing custodial services to the Senior Center, Gauche Aquatic Park, and Sutter Animal Services Authority; and

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

1. The City Council of Yuba City finds that VALCO Cleaning, Inc., formerly known as Valley Commercial Cleaning, has demonstrated the professional qualifications and ability to provide the desired custodial services at a fair and reasonable cost. The City Council hereby authorizes the City Manager to execute an agreement with VALCO Cleaning, Inc. in the amount of \$74,628, subject to approval as to legal form by the City Attorney.
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 18th day of January, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of January 2022 in the State of California, County of Sutter, City of Yuba City, by and between the City of Yuba City, hereafter referred to as the City, and VALCO Cleaning, Inc., hereafter referred to as the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements and stipulations of the City hereinafter expressed, does hereby agree to furnish to the City services and materials, as follows:

Provide weekly custodial services for the Senior Center, Gauche Aquatic Park, and Sutter Animal Services Authority as per FB22-05 bid specifications attached. Contractor will provide services at the price of \$6,425 per month, not to exceed \$74,628 per year without additional authorization by the City. This agreement is valid for one year and may be extended on an annual basis for an additional three years.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

**CITY OF YUBA CITY, A
MUNICIPAL CORPORATION**

CONTRACTOR

By: _____

Name: VALCO Cleaning, Inc.

Title: City Manager

Address: 1220 D Street

Marysville, CA 95901

By: _____

Title: _____

License No. _____

TERMS AND CONDITIONS

1. The contractor detailed on the front side of this order will hereinafter be referred to as Contractor. The City of Yuba City will hereinafter be referred to as The City.
2. The contractor shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material people, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
4. The City may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. The cost to the City shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the City, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.
9. All equipment, supplies and services sold to the City shall conform to the general safety orders of the State of California.
10. The City reserves the right to withhold payment until orders completed and/or accepted by the City.
11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein.
12. The Contractor and any subcontractor must be registered with the State of California Department of Industrial Relations in accordance with SB 854 and shall remain in good standing throughout the duration of the agreement. No contractor or subcontractor may be listed on a bid proposal or awarded a contract for any public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. The City reserves the right to terminate this agreement or to replace the unregistered contractor for failure to maintain registered status. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Please provide registration number to ensure compliance _____.

INSURANCE REQUIREMENTS FOR MOST CONTRACTS

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Covering any auto, or if Contractor has no owned autos, hired, and non-owned autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor has no employees for the purposes of this Agreement, Contractor shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
(If applicable – see footnote next page)

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as insured on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Note:** Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisor.*

PART II SPECIFICATIONS

Custodial Services

GENERAL

The City of Yuba City wishes to enter into a custodial services agreement for the cleaning of the Gauche Aquatic Park, 421 C Street; Senior Center, 777 Ainsley Avenue; Sutter Animal Services Authority (SASA), 200 Garden Highway. The initial contract period will be for one (1) year. The contract may be extended annually on a year-to-year basis, but no more than three (3) extensions will be given. The contract will not exceed four (4) years.

SCOPE OF WORK

Provide following service:

Gauche Aquatic Park, 421 C Street

Frequency of Work:

Off-Peak Season is defined as the day After Labor Day (September) to the Friday before Memorial Day (May) - Unless stated otherwise all scope of work is to be completed 5 times per week.

Peak Season is defined as the Saturday before Memorial Day (May) to Labor Day (September) – Unless stated otherwise all scope of work is to be completed 7 times per week.

Area

Front Lobby and Hallways-

- *Clean, remove trash, dust, remove cobwebs, sweep and mop
- *Peak Season – Wash and clean windows daily
- *Off-Peak Season – Wash and clean windows bi-weekly

All Family Changing Rooms and Men's and Women's Changing Rooms-

- *Clean bowls, basins, seats, urinals, walls, fill the paper and soap dispensers (City provides paper and soap), clean partitions and clean and disinfect the floors and remove trash
- *Peak Season - Daily wet vac floor with a Kaivac machine or equivalent plus degreaser
- *Off-Peak Season – Bi-weekly wet vac floor with a Kaivac machine or equivalent plus degreaser

Shower Curtains-

- *Clean and disinfect – 2 times a week

Staff Rooms, First Aid Room, storage and offices-

- *Clean, remove trash, sweep and mop floor, vacuum carpet, dust and remove cobwebs

Outdoor Drinking fountain-
*Clean and disinfect

Lockers-
*Wipe out and disinfect, place any items found in lockers in “lost and found”

Front Desk Area-
*Wipe down counters and glass case

Multi-Purpose Room –
*Professionally clean carpets before the start of the Peak Season and at the beginning of the Off-Peak Season
*Peak Season – Wash and clean windows daily
*Off-Peak Season – Wash and clean windows bi-weekly

Concession Area –
*Peak Season – Wet vac floor with a Kaivac machine or equivalent plus degreaser, dump trash, and fill paper dispensers

Senior Center, 777 Ainsley Avenue

Unless stated otherwise all scope of work is to be completed 5 times per week.

Areas

Front entry and hallways-
*Vacuum carpet, remove trash, dust and remove cobwebs

Carpet Cleaning-
*Professionally clean carpet in entire building 2 times per year

Main Room, Game Room, Arts and Crafts Room, Pool Room
*Sweep and mop floor, remove trash, vacuum carpet, dust and remove cobwebs
*Arts and Craft room-strip and wax floor-1 time per year

Front and Back office-
*Vacuum carpet, remove trash, dust and remove cobwebs

Lounge-
*Sweep and mop floor, vacuum carpet, remove trash, dust and remove cobwebs

Nutrition room-
*Sweep and mop floor, vacuum mats, dust and remove cobwebs, remove trash and clean restrooms (as per instructions below under “All Restrooms”)-2 times per week
*Strip and wax floors-1 time per year

*Strip and wax the kitchen floors-1 time per year

All Restrooms-

*Clean bowls, basins, seats, urinals, walls, fill the paper and soap dispenser's, clean partitions, clean and disinfect the floors.

*Strip and wax floor-1 time per year

Small meeting room, computer room and library-

*Sweep and mop floor, vacuum carpet, dust and remove cobwebs

Kitchen and small meeting room-

*Sweep and mop floor, vacuum carpet, dust and remove cobwebs

Windows-

*Wash and clean-1 time per year

Sutter Animal Services Authority (SASA), 200 Garden Highway

Unless stated otherwise all scope of work is to be completed 5 times per week.

Areas

Offices and front office area(lobby)-

*Sweep and mop floor(where applicable), vacuum, remove trash, dust, remove cobwebs, and wipe the counters

Restrooms-

*Clean bowls, basins, seats, urinals, walls, fill the paper and soap dispenser's, clean partitions, clean and disinfect the floors

Floors-

*Clean and buff floors-once a month

*Scrub and recoat-3 times per year

Windows-

*Wash and clean-1 time per year

Closing Instructions for all three locations-

Secure building by turning off all lights, locking all doors and setting alarm (if applicable)

Contractor shall provide all equipment and supplies (OSHA approved) necessary to accomplish the attached custodial tasks except the following supplies which are to be provided by the City: Toilet paper, paper towels, hand soap, seat covers, air fresheners, trash liners, paper cups.

Contractor agrees to contact the Public Works Department at (530) 822-3241 or the appropriate City department contact to replenish supplies furnished by City.

Contractor must possess adequate staff to cover all described "Scope of Work" due to illnesses, vacation, or other foreseen absence.

In accordance with the Invitation to Bid, Conditions and Specifications, the undersigned declares that the service offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above-named business.

CUSTODIAL SERVICES

<u>Building</u>	<u>Cost Per Month</u>		<u>Cost Per Year</u>
Gauche Aquatic Park	\$ <u>2,703.00</u>	x 12	\$ <u>32,436.00</u>
Senior Center	\$ <u>1,629.00</u>	x 12	\$ <u>19,548.00</u>
SASA	\$ <u>1,887.00</u>	x 12	\$ <u>22,644.00</u>
TOTAL COST PER YEAR \$ <u>74,628.00</u> (Add 3 above costs together)			

(Total written in words)

It is hereby understood that the above bid reflects the total cost of custodial services detailed in the Specifications.

Signature

Printed Name Alexandra Rainey Title Cowowner

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Increase Funding for Heavy Lifts Purchase

Recommendation: A. Adopt a Resolution awarding the purchase of six (6) heavy lifts to NAPA Auto Parts of Atlanta, GA, in the amount of \$74,967.75 through Sourcewell Open Contract #032521-GPC, with the finding that it is in the best interest of the City

B. Approve a capital acquisition purchase increase of \$31,094.30

C. Authorize a supplemental appropriation in the amount of \$31,094.30 from unallocated reserves held in Fund 301 to 6605-69201 (Vehicle Maintenance), which is the current increase in the price quote of \$16,100.75 plus a 20% contingency of \$14,993.55

Fiscal Impact: An additional \$16,100.75 from Vehicle Maintenance Account # 6605-69201 with the potential to need to utilize the 20% contingency of \$14,993.55 due to uncertainties with the national supply demand and price inflation

Purpose:

Purchase of a set of six (6) heavy lifts for the Public Works Fleet Division. Additional funding required.

Council's Strategic Goal:

This project addresses the City Council's Strategic Goal of improving the City's infrastructure.

Background:

In Fiscal Year (FY) 20/21, the Yuba City Fleet Division identified a need to purchase a set of heavy lifts to perform services and repairs to City-owned vehicles. The heavy lifts were proposed and approved as capital acquisition items in the City's Operating Budget for FY 21/22.

The City has over 60 vehicles in its fleet that require the use of heavy lifts. In July of 2020, one of the two lifts the City owns was taken out of service due to a failed inspection and was deemed obsolete. Fleet has been using one heavy lift to service all of the vehicles that require its use. Fleet cannot work simultaneously on multiple vehicles due to only having one lift. The option for repairs and services to be performed outside of the City is available as well, but sending vehicles out for repair is significantly more expensive and turnaround times are slower.

Fleet staff identified suitable heavy lift equipment that best meets the needs of the Department. Initially,

staff requested quotes from four vendors in the area and all quotes received were over \$50,000.

On November 16, 2021, Council approved the purchase of six (6) heavy lifts for the Yuba City Fleet Division from NAPA Auto Parts of Atlanta, GA (NAPA) in the amount of \$58,867 through Sourcewell Open Contract #032521-GPC. City staff then executed the Purchase Order and placed an order with the vendor.

Analysis:

Staff identified that NAPA was awarded the Sourcewell contract for the purchasing of fleet parts and heavy equipment. NAPA provided their quote using the Sourcewell contract pricing and available discounts. The quote provided for the set of six (6) heavy lifts is in the amount of \$74,967.75. This pricing includes sales tax, batteries, set up, and the training needed to operate the lifts. Six (6) lifts allow three (3) vehicles to be serviced at once.

The quote from NAPA is the lowest, most responsive pricing available, therefore it is in the best interest of the City to utilize the Sourcewell contract pricing and purchase the set of heavy lifts from NAPA in the total amount of \$74,967.75.

Due to increasing prices in steel, NAPA was no longer able to honor the original quoted price. The new price quote increased from \$58,867 to \$74,967.75, which is an increase of \$16,100.75.

In addition, City staff reached out to previous vendors and all their prices went up substantially as well. NAPA continues to be the lowest quote through the Sourcewell Open Contract #032521-GPC. Staff requests an additional 20% contingency to cover any further unforeseen increases with the status of the current national supply demand and price inflation.

Fiscal Impact:

An additional \$16,100.75 from Vehicle Maintenance Account # 6605-69201 with the potential to need to utilize the 20% contingency of \$14,993.55 due to uncertainties with the national supply demand and price inflation.

Alternatives:

1. Reject the quote
2. Request a new formal bid process
3. Do not purchase

Recommendation:

A. Adopt a Resolution awarding the purchase of six (6) heavy lifts to NAPA Auto Parts of Atlanta, GA, in the amount of \$74,967.75 through Sourcewell Open Contract #032521-GPC, with the finding that it is in the best interest of the City.

B. Approve a capital acquisition purchase increase of \$31,094.30.

C. Authorize a supplemental appropriation in the amount of \$31,094.30 from unallocated reserves held in Fund 301 to 6605-69201 (Vehicle Maintenance), which is the current increase in the price quote of \$16,100.75 plus a 20% contingency of \$14,993.55.

Attachments:

1. Resolution
2. NAPA Heavy Lifts Quote

3. Sourcewell Contract

Prepared By:
Samantha Benzel
Administrative Assistant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PIGGYBACK
AGREEMENT WITH NAPA AUTO PARTS TO PURCHASE A SET OF SIX (6)
HEAVY LIFTS**

WHEREAS, the City of Yuba City desires to purchase a set of six (6) heavy lifts for the City's Fleet Division; and

WHEREAS, Sourcewell has competitively solicited contracts for vehicle parts, supplies, and equipment and selected NAPA Auto Parts as the recipient of the Sourcewell contract award; and

WHEREAS, Yuba City is a member of Sourcewell, and it desires to take advantage of its purchasing process and pricing; and

WHEREAS, the prices for the equipment are reasonable and competitively priced; and

WHEREAS, staff requested quotes from four vendors and NAPA Auto Parts provided the lowest, most responsive pricing; and

WHEREAS, staff recommends authorizing the City Manager to enter into an agreement with NAPA Auto Parts to purchase the heavy lifts.

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

1. The City Council of Yuba City finds that the set of six (6) vehicle lifts have been competitively solicited, and the Sourcewell pricing proposed is the lowest, most responsive pricing available. The City Council finds that NAPA Auto Parts has provided a quote for the set of six (6) heavy lifts at a fair and reasonable cost.
2. The City Council of Yuba City hereby authorizes the City Manager to enter into a piggyback agreement with NAPA Auto Parts to purchase the set of six (6) heavy lifts in the amount of \$74,967.75, subject to approval as to legal form by the City Attorney, with the finding that it is in the best interest of the City.

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 18th day of January, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

* * Q U O T E * *

Page 1 of 1

RIEBES AUTO PART 315
BART INDUSTRIES
1490 BRIDGE ST
YUBA CITY, CA 95993

ACCT #

SOLD TO

DATE

TIME

20328

CITY OF YUBA CITY

12/09/2021

11:19

SR #

FLEET MAINTENANCE ONLY
1185 MARKET ST
YUBA CITY, CA 95991

STORE #

SALES ORDER #

EMP #

105

900002315

966719

8 Doug

PART NUMBER

LN

DESCRIPTION

QUANTITY

LIST

PRICE

TOTAL

MCHM619

RTY

LIFT

1.00

99,999.90

69900.0000

69,900.00

SOURCE WELL # 032521 GPC #####
INCLUDES THE FOLLOWING :
BATTERIES / SET UP & TRAINING
MADE IN U.S.A.
NO FREIGHT

TAX = \$5067.75 TOTAL INV = \$ 74967.75

TOTAL ----->

69,900.00

*** Plus Applicable Taxes. ***
*** Prices Subject to Change Without Notice. ***

* * THIS IS NOT AN INVOICE * *

ATTACHMENT 3

**Solicitation Number: RFP #032521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model or remanufactured to OEM standards. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Member may return such Product or Equipment to Vendor and Vendor will process the Member's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Vendor, Vendor, as the Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective Product or Equipment with a conforming Product or Equipment; (ii) repair the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees, arising out of the negligent acts or omissions or intentional misconduct of Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence or intentional misconduct.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor’s Trademarks from the form provided by Vendor and must comply with Vendor’s removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell’s Trademarks from the form provided by Sourcewell and must comply with Sourcewell’s removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s Trademarks only in good faith and in a dignified manner consistent with such party’s use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
 - d. The licenses granted under this Section 13 are subject to the respective intellectual property usage guidelines and terms and conditions of each party.
4. Vendor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Vendor, but cannot provide a direct copyright, trademark, or patent indemnity for the Products or Equipment supplied pursuant to the Contract, as Vendor does not manufacture the Products or Equipment. Vendor agrees to use commercially reasonable efforts to assist the Member in processing any infringement claim against the applicable manufacturer.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for direct damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor but only to the extent of Vendor's indemnity obligations under the Contract. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds but only to the extent of Vendor's indemnity obligations under the Contract.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** Vendor will comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject

matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications provided that any such additional requirements must be accepted in writing by Vendor for any such requirements to be binding on Vendor. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies in the event that (i)a Participating Entity will access Vendor’s Equipment, Products, or Services with United States federal funds, and (ii) Vendor has provided its prior written consent.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must endeavor to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

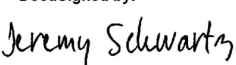
also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

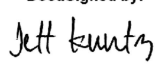
Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

5/13/2021 | 8:56 PM CDT
Date: _____

Genuine Parts Company dba
NAPA Auto Parts

DocuSigned by:

By: BBF6652DCC21445...
Jett Kuntz
Title: Vice President of IBS Fleet &
Government

5/13/2021 | 1:30 PM PDT
Date: _____

Approved:
DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
5/13/2021 | 9:02 PM CDT
Date: _____

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: Genuine Parts Company dba NAPA auto Parts

Does your company conduct business under any other name? If yes, please state: NAPA Auto Parts

Address: 2999 Wildwood Parkway
Atlanta, Georgia 30339

Contact: Don Lachance

Email: don_lachance@genpt.com

Phone: 404-386-4157

Fax: 404-386-4157

HST#: 580254510

Submission Details

Created On: Thursday February 04, 2021 12:06:53

Submitted On: Wednesday March 24, 2021 12:40:50

Submitted By: Don Lachance

Email: don_lachance@genpt.com

Transaction #: 96dfea54-3674-46b7-9841-49ff0c0e367b

Submitter's IP Address: 136.228.200.34

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company d.b.a. NAPA Auto Parts	*
2	Proposer Address:	2999 Wildwood Parkway Atlanta, GA 30339	*
3	Proposer website address:	www.genpt.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President of IBS, Fleet & Government 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com 770-855-2221	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance Government Sales Manager 2999 Wildwood Parkway Atlanta, GA 30339 Don_Lachance@genpt.com 678-934-5057	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for \$40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of \$75,000 and had only six employees. Over the last 93 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding \$19 billion. With more than 93 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.	*

8	What are your company's expectations in the event of an award?	Our expectations are to engage our 6,000+ company and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	GPC has had 93 years of profitable growth and 63 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com . We have also included our 2019 Annual Report in the attached documents for this RFP.	*
10	What is your US market share for the solutions that you are proposing?	NAPA's government business includes municipal, state, K-12 districts and higher education customers. Based on several published sources, we estimate our aftermarket light-, medium- and heavy-duty parts market share at approximately 6 percent.	*
11	What is your Canadian market share for the solutions that you are proposing?	In 2020, we've estimated the Fleet market at \$3B in Canada and NAPA's Canadian share was approximately \$369M, or 12%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Genuine Parts Company has never petitioned for bankruptcy protection in our 93-year history.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 465,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (5,000 independent and 1,000 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 5,000 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded. b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: "Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.	*
17	What percentage of your sales are to the governmental sector in the past three years	In the past five years, we have exceeded 5 percent of our Automotive Parts Group sales in the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell-Aftermarket Parts and IBS \$95,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment \$36,000,000 E&I Educational Cooperative \$550,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants \$1,000,000 ST of GA \$11,000,000 ST of WA \$10,500,000 ST of NJ \$6,800,000 ST of MA \$5,500,000 ST of VA \$4,500,000 ST of LA \$4,600,000 ST of CA \$4,800,000 ST of WV \$3,400,000 ST of CT \$3,200,000	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*
State of Iowa	Nancy Wheelock Purchasing Agent III Department of Administrative Services	515-725-2268 nancy.wheelock@iowa.gov	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Georgia	Government	Georgia - GA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$12,500.	2020: \$15,619,859 2019: \$10,490,747 2018: \$11,000,000	*
State of Washington	Government	Washington - WA	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$17,500.	2020: \$9,138,386 2019: \$10,209,336 2018: \$8,800,000	*
State of New Jersey	Government	New Jersey - NJ	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$9,170.	2020: \$5,654,831 2019: \$7,244,318 2018: \$6,500,000	*
State of Tennessee (Sourcewell Contract)	Government	Tennessee - TN	Deliver automotive and HD parts, tools and equipment with same-day service to all State locations.	Average size of transaction = \$18,500.	2020: \$5,612,763 2019: \$6,173,588 2018: \$6,500,000	*
Louisiana State University	Education	Louisiana - LA	Deliver automotive and HD parts, tools and equipment with same-day service to all University locations.	Average size of transaction = \$58,777.	2020: \$4,547,197 2019: \$4,584,579 2018: \$3,311,418	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Total Estimated U.S. & Canada GPC Employees = 45,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 6,500 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.	*

24	Dealer network or other distribution methods.	GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 61% of the total U.S. APG sales and 22% of GPC's overall total sales. When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members.
25	Service force.	As mentioned in our response to Question #23, we have more than 45,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average \$6 -\$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP: • Sales Manager • District Manager • Wholesale Manager • Commercial Sales Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Commercial Sales Pro (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punchout in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell. We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise. The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.

28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met. Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores. It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAPA has a strong presence in every region and is fully capable of serving the US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories. NAPA does not have locations in Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events - o NAFA I&E www.NAFA.org - o Government Fleet Expo (GFX) www.governmentfleetexpo.com - o FleetCon presented by FleetPros www.FleetPros.org Regional Events - o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org - o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell IBS contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA Online: Our primary online ordering portal, www.NAPAOOnline.com offers a catalog of more than 500,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timely way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Katera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: - Designed for the professional technician. - Provided by professional certified trainers - Shop Management Training - Designed for the professional technician, shop managers - Provided by professional certified trainers Please find a list of available training courses attached as a supplemental upload.	*
37	Describe any technological advances that your proposed products or services offer.	NAPA's proposal covers multiple technological advances in the following: - Electronic Ordering - Product Information - Diagnostic Repair - eProcurement - Audit process - Mechanical Shop and Body Shop Estimators - System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs - ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. - ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. NAPA can work with government agencies to provide special pricing on Mitchell On Demand: - This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. - Provide OE repair procedures and diagnostic aids. - Track labor and supplies to a specific asset. - Color wiring diagrams - Technical specifications that include optional Medium and Heavy Duty applications - Flow Charts - Technical Service Bulletins - Maintenance Schedule	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. RCI-Safe Solutions - our sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program - Reduce Air Emissions/Efficient Delivery Routing - Identify Pollution Prevention Opportunities - Communicate the Message - Practice Water Conservation - Reduce Fuel Consumption - Minimize Operational Waste - Implement Energy Conservation - Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products - Smart Washers - Challenger Water In-Ground Lifts 3M lead free wheel weight system - Schumacher solar battery charger/maintainers - Energy Logic - waste oil burners - Vortex waterborne auto paint - no solvents - Valvoline Next Gen oil - made with recycled oil - Recycled Batteries, remanufactured electrical and steering components	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See attached GPC Corporate Sustainability Plan. More detail is also available on our Sustainability page at www.genpt.com .	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcewell contract and its members' purchasing goals. Our main distribution and sales channel to Sourcewell members and prospective members will be through our 6,000 retail outlets, 5,000 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones. As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations. Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance. Diversity goes beyond race and gender. It celebrates and values differences in age, outlook, cultural background, lifestyle, and physical ability. We are committed to fostering an environment where everyone can contribute to our collective success. In principle: We want the best person for every position. We want to provide opportunities for diversity of experience and interaction. We want to create an environment of diverse ideas and viewpoints to ultimately arrive at better decisions. Our commitment to Diversity and Inclusion honors the Power of Genuine Talent. Please see our Corporate Sustainability Plan uploaded to the documents section of this proposal for more information on our corporate diversity policies.	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAPA Auto Parts provides a truly unique solution in the aftermarket automotive parts supply industry that benefits Sourcewell members in several ways. First, the NAPA network is comprised of more than 5,000 small businesses that distribute our products nationwide. These are local, taxpaying employees who live and work in member communities and care about supporting their government agencies as much as their government cares about supporting them. Using these small businesses can help Sourcewell members meet their diverse purchasing initiatives across the US and Canada. Next, NAPA has access to more than 465,000 SKUs that cover not just light-duty automotive, but a plethora of other categories that cannot all be found under any other roof. Consolidating a member's supply chain saves them time and money in managing their parts operation. Some unique product and service examples include: • Nearly 5 million SKUs of MRO and Industrial products through our sister company, Motion Industries • NAPA Filters • NAPA Heavy Duty • NAPA Undercar • NAPA Electrical Sales and Under Hood • Martin Senour Paint • Balkamp • NAPA Tools and Equipment • NAPA Brakes • NAPA Heating and Cooling • NAPA TRACS - powerful estimating, technical information and shop management solutions • IBIZ – enterprise/purchasing system integrations and technology solutions • Mitchell 1 and Mitchell On Demand services Additionally, NAPA invests year over year in cutting edge technologies to help us better serve our government customers. Between online cataloging and ordering, digital fulfillment tracking at our distribution centers, reporting customization and more, we are able to use technology to optimize our supply chain and get parts to the customer faster and cheaper. We also take part in technology innovations our customers are implementing, such as the Team Georgia Marketplace. The Team Georgia Marketplace connects the procurement tools of different state agencies all through one application to streamline the purchasing process and NAPA is a valued vendor participating in the initiative. Furthermore, NAPA has more than 10 years of experience partnering with Sourcewell through multiple contracts. We have staff in all 50 states that have been fully trained on the inner workings of Sourcewell contracts, the benefits they provide to Sourcewell members, and how to execute contracts effectively to deliver the best solutions to our customers more quickly than anyone else. Finally, NAPA is the pioneer of the Integrated Business Solutions (IBS) program and exclusive industry leader in the fleet vendor managed inventory industry. Providing additional value added solutions to government fleets across the US and Canada streamline their supply chain, including non-contract products such as OE parts, tires, bulk fluids and more, is one further step that NAPA takes to employ the best practices across the parts industry.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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42	Do your warranties cover all products, parts, and labor?	All products supplied pursuant to an awarded contract are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied pursuant to an awarded contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Proposer will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law. NAPA's warranties cover all products and parts, but not all the labor. Most NAPA manufacturers will reimburse for reasonable labor costs to the extent the damage was solely attributable to a defect in the NAPA product. Each warranty is viewed on a case-by-case basis and, in some cases, labor may not apply. Each one of NAPA 's individual parts warranties is on-line at our two websites (www.napaonline.com and www.napaprolink.com), plus warranty information is provided in the original NAPA packaging.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	NAPA has different warranties for different parts, plus different warranties for different grades of parts. As an example, NAPA utilizes both new and remanufactured components. There will be a different warranty on a new vs. a remanufactured part. The new may have a limited lifetime, whereas the warranty on a remanufactured component may be 2 years/24,000 miles. Certain components, like filters and brake pads have warranties dependent on the level (good, better, best), but might have restrictions that could affect coverage. Example an air filter that was used in a harsh environment, say extremely dusty or in a rugged industrial setting (drilling environment) might be seen as a limitation compared to one that is strictly on road/highway usage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NAPA's warranties do not have specific coverage that covers the expense of technician's travel time and mileage. However, we will provide a review and attempt to assist a Sourcewell member in working with our manufacturers to determine if the aforementioned expense and individual circumstances warrant such a claim. The defective part and repair information will need to be retained and provided upon request.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As NAPA is a distributor of automotive parts in the US and Canada and not a manufacturer of those parts, we do not offer any warranty repair service directly through our parts contracts. We do have NAPA AutoCare centers in the US and NAPA AutoPro centers in Canada that perform automotive repairs, but they would not fall under the scope of this proposal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. NAPA outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers. In the case where NAPA is requested to procure parts from manufacturers outside of the NAPA system, we will work with the Sourcewell member and each individual manufacturer to process warranty claims that arise. As we are not the manufacturer of such parts, though, we do not offer any warranties on them directly.	*
47	What are your proposed exchange and return programs and policies?	NAPA stands behind our products and will accept returns on unused, normally stocked products when packaging is undamaged and the item can be re-inventoried. Special order items may be subject to restocking fees even if the packaging is never opened. Sourcewell members should personally review special orders with their servicing NAPA store to make sure there are no questions regarding pricing, shipping, and delivery.	*
48	Describe any service contract options for the items included in your proposal.	Our proposal is for a parts supply program. Service contract options are available through our Sourcewell NAPA IBS vendor managed inventory contract #110520 – GPC. NAPA is responding only to the parts portion of this RFP.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	NAPA Auto Parts standard payment terms are Net 30 days.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	NAPA does not offer leasing or financing options as part of NAPA's parts supply program.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The order process for this proposal and contract will be determined upon the Sourcewell Member preference. Generally, the majority of orders placed by Sourcewell members will be directed at their local NAPA store. The pathway in which those orders will be received by the NAPA store would be via phone, fax, e-mail, ProLink (www.napaprolink.com), eProcurement integration (EDI or XML) or even a walk in order. Once we receive an order with the appropriate work order or P.O. number, the store is responsible for the parts delivery service requirements of the contract. To ensure contract compliance, the accounts for Sourcewell members are flagged at the NAPA store for transmission to NAPA Headquarters. All resulting invoices from orders are captured at the NAPA Auto Parts store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the Sourcewell member's invoices into the Sourcewell Major Account. This allows NAPA to report consolidated sales numbers back to Sourcewell on a quarterly basis. NAPA's entire dealer network is included in our response. The individual NAPA Auto Parts Store will process orders as they are fulfilled, and this will be consolidated and reported by NAPA Headquarters to Sourcewell quarterly.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, traditionally NAPA accepts P-card payments from government agencies, where applicable, and does not charge additional fees for using P-cards. We take government p-card security very seriously and are doing several things to protect agencies who elect to use this payment method. When using p-cards, members may be required to obtain tokenization authorization from the store, which verifies the ownership of the card and logs the information and approval to use it for such purchases. Without this tokenization, p-cards may not be accepted by servicing NAPA stores.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAPA's pricing model is a product category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price. The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US.	*

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAPA's proposed average discount percentages range up to 60% off list depending on the product. The attached price files illustrate discount rates for the products covered by our proposal.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically non-standard line items.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question #57, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to "Drop Ship". In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as "as needed" and agreed to by the NAPA store and the Sourcewell Member.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call.	*
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	No additional comments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter. Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them. Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than \$1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 465,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently. Our network starts with the 5,000 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,000-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need. Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAPA is able to provide all product categories listed in Table 14B, including: • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Air conditioning, heating, cooling, and climate control	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
67	Alternators, starters, batteries, electrical, and ignition systems	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
68	Bearings - ball and roller	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
69	Belts, hoses, gaskets, and seals	☒ Yes ☐ No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.	
70	Brakes	☒ Yes ☐ No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide.	
71	Bumpers, body, cab, and chassis parts	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
72	Emission and exhaust	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
73	Engine and drive train	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
74	Filters - oil, fuel, air, and transmission	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
75	Oils and lubricants - regular and synthetic	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
76	Pumps - fuel and water	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
77	Safety and security systems	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
78	Interior and exterior parts and accessories	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
79	Lamps, lighting, mirrors, and wiring	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
80	Pumps - fuel and water	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
81	Suspension, shocks, struts, and steering	☒ Yes ☐ No	NAPA carries multiple brands of shocks and Struts for steering components at all NAPA stores	
82	Wipers and washers	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
83	Heating and cooling (engine)	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
84	Vehicle paint and primer	☒ Yes ☐ No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	☒ Yes ☐ No	NAPA sells several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Below are several examples of internal metrics that we will track to optimize our contract growth strategies, if awarded: Overall Contract Member Purchases – our contract reporting system will track overall Sourcewell contract member purchases by agency to ensure contract compliance, contract adoption and overall Sourcewell member satisfaction. Market Coverage – we can identify where we have an active Sourcewell contract presence across our US and Canada markets and pinpoint opportunities for new market growth over the course of the contract. Sourcewell Account Registrations – new Sourcewell member contracts are identified in our reporting system so we can promote growth of the total number of participating entities utilizing the NAPA contract and partnership. Contract Segmentation – we will break out Sourcewell member purchases into industry verticals to identify opportunities to grow in segments where we may be stagnant and develop specific marketing materials to drive new contracts in underutilized categories.	*
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	NAPA does not provide any electronic service programming subscriptions under the scope of this proposal.	*
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Through our Vistex and Qlik reporting software and our dedicated finance, accounting and reporting teams at NAPA headquarters and locally in our operations, NAPA provides customized reporting for hundreds of government and private sector customers on a quarterly basis or as needed by the Sourcewell member, generally within 30 to 45 days after a quarter has ended. Reporting is customizable for each member, so NAPA remains flexible in the format and timing of reporting to meet each customer's needs on a case-by-case basis; the reporting described above is the standard base level that NAPA provides. On an ad-hoc basis, NAPA can provide a specific Sourcewell member with SKU-level data over a specific timeframe and our team is also available to provide an in-depth spending analysis comparing them to other government agencies of similar size and makeup.	*
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	Our NAPA parts catalog, consisting of more than 465,000 SKUs, is all available online to Sourcewell members. The following are a few of the most common digital methods used to order from us: - NAPA Prolink: NAPA Prolink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. - Enterprise E-Procurement/Punchout: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Katera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. There is no fee associated with the use of NAPA's online cataloging or NAPA Prolink. Enterprise software integrations, if required by the customer, could have nominal costs that are negotiated on a case-by-case basis before implementing any solutions.	*
90	Identify the vehicle makes for which your offered parts are used.	NAPA provides replacement parts for all light- and heavy-duty makes and models across the US and Canada.	*
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	NAPA provides replacement parts for all engine types across the US and Canada.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday March 24, 2021 12:26:37
- Marketing Plan/Samples - Question #32 - Marketing Materials.pdf - Wednesday March 24, 2021 12:27:31
- WMBE/MBE/SBE or Related Certificates - Question #39 - Corporate Sustainability Plan.pdf - Wednesday March 24, 2021 12:29:32
- Warranty Information (optional)
- Pricing - Pricing - US 9074 & Canada.pdf - Wednesday March 24, 2021 12:29:47
- Upload Additional Document - Question #36 - Autotech Training Brochures.pdf - Wednesday March 24, 2021 12:30:11

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President NAPA Fleet and IBS, Genuine Parts Company dba NAPA Auto Parts

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	☒	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	☒	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	☒	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	☒	2

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Sidewalk Maintenance and Repairs Ordinance
Recommendation: Adopt an Ordinance of the City Council of the City of Yuba City establishing sidewalk maintenance and repair responsibilities by adding Chapter 11 (Sidewalk Maintenance and Repairs) to Title 6 of the Yuba City Municipal Code by title only, and waive the second reading
Fiscal Impact: Staff time to administer and enforce the Ordinance as appropriate.

Purpose:

To assure that sidewalks throughout the City are maintained in a state of good repair.

Background:

The California Streets and Highways Code (SHC) Sections 5600-5630 govern the maintenance of sidewalks. The SHC requires property owners to maintain sidewalks in such condition that the sidewalk will not endanger persons or property and such that it will not interfere with the public convenience in the use of the sidewalk, except for those conditions created by anyone other than the property owner.

Although the SHC requires private property owners to be responsible for private sidewalk repairs and liable for any injuries resulting from sidewalk defects, California courts have held that the City is and can be held liable for injuries as a result of private sidewalk damage if the City has not adopted a sidewalk liability Ordinance.

Title 9, Chapter 3 Street Trees of the Yuba City Municipal Code provides that the City has no liability and the property owner is not relieved from the duty to keep private property, sidewalks, and the planting strips abutting such private property in a safe condition so as not to be hazardous to public use. However, the City does not currently have an Ordinance specifically related to sidewalk liability for maintenance and repairs.

Sidewalk repair needs represent potential accessibility challenges for users, as well as potential tripping hazards that can lead to injuries. Both of these concerns have the potential to result in claims and lawsuits against the City. These claims and lawsuits can be cheaper to settle than defend against, even when the City is not at fault.

Analysis:

The proposed Ordinance affirms the property owner's responsibilities outlined in the SHC and Section 9-3.12 of the Yuba City Municipal Code. The Ordinance defines a "hazard" as any vertical displacement of ½-inch or greater, any horizontal separation of ¾-inch or greater, any slope of 8.33 percent or greater, or any condition deemed hazardous to users as determined by the Public Works Director.

The proposed Ordinance does allow the City, at its discretion, to make repairs or provide tree mitigation in order to ease the burden of maintenance efforts caused by Street Trees. However, the liability in these situations remains with the property owner.

The proposed Ordinance codifies current property owner notification procedures, a path for property owners to request time extensions, and allowances for the City to perform repairs when property owners fail to do so in a timely manner. In instances where the City must complete the work, the City's Administrative Citation process would be implemented, including a lien process. While an encroachment permit is required to perform work within the City right-of-way, the fee would be waived for sidewalk maintenance and repairs to help encourage compliance.

Property owners are often in the best position to quickly identify and address potentially dangerous sidewalk conditions. The effect of the proposed ordinance on adjacent property owners is to affirm the measure of legal responsibility for the maintenance of safe sidewalks already codified in State law and Yuba City Municipal Code Section 9-3.12. Without the ordinance, abutting property owners have little incentive to maintain sidewalks or to report or eliminate tripping hazards, even though they are currently responsible for repairs pursuant to state law. The Ordinance also serves as an effective risk management tool, enabling the City to more fully defend against sidewalk trip and fall cases by providing the legal means to tender sidewalk related injury claims to the responsible property owner's insurance carriers. For these reasons, sidewalk liability ordinances are strongly recommended by the City's insurance provider and have been adopted by numerous jurisdictions throughout the State.

On November 16, 2021, the proposed Ordinance was introduced by the City Council. Council directed staff to explore options for establishing a financial assistance program for sidewalk repairs. Staff is in the process of researching options and will bring a comprehensive program to Council by Spring 2022 addressing sidewalk repairs, water service connections, and sewer service connections.

Fiscal Impact:

Staff time to administer and enforce the Ordinance as appropriate.

Alternatives:

1. Deny recommendation of the proposed Ordinance.
2. Direct staff to modify the terms of the proposed Ordinance.

Recommendation:

Adopt an Ordinance of the City Council of the City of Yuba City establishing sidewalk maintenance and repair responsibilities by adding Chapter 11 (Sidewalk Maintenance and Repairs) to Title 6 of the Yuba City Municipal Code by title only, and waive the second reading.

Attachments:

1. Sidewalk Ordinance

Prepared By:
Kevin Bradford
Deputy Public Works Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

ORDINANCE NO. _____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ESTABLISHING SIDEWALK MAINTENANCE AND REPAIRS RESPONSIBILITIES
BY ADDING CHAPTER 11 TO TITLE 6 OF THE YUBA CITY MUNICIPAL CODE**

WHEREAS, the California Streets and Highways Code (SHC) Sections 5600-5630 govern the maintenance of sidewalks; and

WHEREAS, the SHC requires property owners to maintain sidewalks in such condition that the sidewalk will not endanger persons or property and such that it will not interfere with the public convenience in the use of the sidewalk, except for those conditions created by anyone other than the property owner; and

WHEREAS, Title 9, Chapter 3 Street Trees of the Yuba City Municipal Code provides that the City has no liability and the property owner is not relieved from the duty to keep private property, sidewalks, and the planting strips abutting such private property in a safe condition so as not to be hazardous to public use; and

WHEREAS, the City Council now desires to adopt an Ordinance specifically outlining the maintenance and repair responsibilities within the City.

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

Section 1. The adoption of the Ordinance is in the public interest and promotes the public health, safety, and welfare.

Section 2. Chapter 11 (Sidewalk Maintenance and Repairs) of Title 6 (Public Works) of the Yuba City Municipal Code is hereby added to read as follows:

Sec. 6-11.01. – Definitions.

- (a) *Sidewalk.* For the purposes of this chapter, “sidewalk” shall be defined as stated in Section 5600 of the California Streets and Highways Code, which includes a park or parking strip maintained in the area between the property line and the street line and also includes curbing, bulkheads, retaining walls, or other works for the protection of any sidewalk or of any such park or parking strip, and shall also include sidewalk and driveways in the public right-of-way primarily devoted to pedestrian use.
- (b) *Right-of-way.* For the purposes of this chapter, the public right-of-way shall include any public easement, which may include or be improved to include a sidewalk or other facility for public use.
- (c) *Hazard.* A sidewalk condition such as a crack, fracture, hole, gap, displacement, or other condition which results in the following:
 - (1) Vertical step separation greater than or equal to 0.5 inches;

- (2) Horizontal joint gap greater than or equal to 0.75 inches;
- (3) Hole or settlement deeper than or equal to 0.5 inches;
- (4) Displacement resulting in a slope greater than or equal to 8.33%;
- (5) Standing water deeper than or equal to 0.5 inches; and/or
- (6) Any other condition that is hazardous to pedestrians, hampers the mobility of pedestrians, interferes with the use of the sidewalk in a reasonable manner, or as determined by the Public Works Director.

Sec. 6-11.02. – Sidewalk responsibility.

- (a) *Property owner responsibility.* The owners of lots or portions of lots fronting on or containing any portion of the public right-of-way, when that right-of-way is improved or if and when the area within the public right-of-way is improved, shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those facilities or areas. Property owner responsibility for corner lots shall include both the front and side of the lot adjacent to or containing sidewalks.
 - (1) Maintenance of the sidewalk and the repair of any hazard shall include both the repair and restoration of the sidewalk itself as well as the mitigation or abatement of any adverse conditions which are or have caused damage to the sidewalk, such as the overgrowth of roots from a tree on the adjacent property.
 - (2) As established in Section 9-3.12 (Street Trees – Liability), property owner liability and responsibility shall include any hazards or damage caused by the street trees located within the planting easement. However, the City may, at its discretion, make sidewalk repairs or tree mitigation efforts without cost to the property owner in order to ease the burden of maintaining sidewalks potentially affected by City street trees. This work shall not relive the burden of liability from the property owner.
- (b) *Responsibility by permit.* If any persons or contractors by virtue of any permit or contract, such as an encroachment permit, are authorized work removing, altering, damaging, or otherwise impacting the sidewalk and its use, said persons shall be temporarily responsible for the maintenance and repair of the sidewalk as determined by the Public Works Director or designee.

Sec. 6-11.03. – Procedure.

- (a) *Adoption of the Streets and Highways Code.* The provisions of Division 7, Part 3, Chapter 22 of the California Streets and Highways Code, as is now in effect or may hereafter be amended, are hereby adopted as the procedure and processes governing the responsibilities, maintenance, and repair of sidewalks in the City. In the event of any conflict between the Streets and Highways Code and this chapter, this chapter shall prevail.

- (b) *Notices.* As per the Streets and Highways Code, there are a series of two notices which must be sent by the City. All notices shall be delivered to both the property owner and the tenant in cases where the resident is not the property owner.
- (1) The first notice shall be delivered via doorhanger to the resident regarding the sidewalk hazard, any work that the City has done to remediate the situation, and any further steps which must be completed by the property owner. In cases where the resident is not the property owner, a letter shall be mailed to the property owner as soon as feasible after the doorhanger has been delivered to the tenant.
 - (2) The second notice shall be mailed to the property owner and any tenant 7 to 10 days following the date of the first notice. This notice shall include all information from the first notice, as well as the required dates for commencement and completion of repairs and the description of the City repair and lien process should the property owner fail to make the repairs.
- (c) *Extension of time to repair.* Notwithstanding the provisions of the California Streets and Highways Code as adopted in Section 6-11.03(a), the Public Works Director may in his or her discretion, and for sufficient cause, extend the period within which required maintenance and repair of sidewalk areas must commence by a period of not to exceed 90 days from the time the first notice referred to in said Code is given.
- (d) *Failure to repair sidewalk.* Should the property owner fail to meet the required timeline to make necessary repairs, the Public Works Director may, at his or her discretion, recommend that a City enforcement officer issue an administrative citation or direct City staff to coordinate the repair of the sidewalk and begin the lien process.
- (e) *Administrative citations.* Failure to maintain sidewalks in a non-hazardous condition has been deemed a nuisance, per Municipal Code Title 4 Chapter 8 (Nuisance Abatement Code). As such, an administrative citation may be issued to the property owner for failure to meet the requirements of this chapter to the satisfaction of the City. The Public Works Director may recommend this course of action following a property owner's failure to correct the hazardous sidewalk as noticed, unless an immediate health and safety risk is created by the failure to maintain the sidewalk in a non-hazardous condition.
- (f) *City repairs and invoices.* If the property owner does not repair the sidewalk within the required timeline provided by the City in the notices, the Public Works Director may determine that the City will make the necessary repairs by its own forces or a contractor and invoice the property owner for the cost of said repairs. The property owner shall have 90 days from the date of the invoice to pay the invoice before the lien process is initiated. The Public Works Director may recommend this course of action following a property owner's failure to correct the hazardous sidewalk as noticed.

(g) *Lien process and appeals.* All invoices which remain delinquent for at least 90 days from the date of the invoice may be collected in the same manner as the general taxes for the City for the forthcoming fiscal year, as follows:

- (1) The City's Public Works Department shall prepare a written report, which shall be filed with the City Clerk. The report shall describe each parcel of real property for which there are any sidewalk repair invoice delinquencies and the amount of the delinquency. The report of delinquent sidewalk repair charges may be combined with the report of any other delinquent charges, as long as the report identified the delinquent charges for each invoice for each parcel.
- (2) The City Clerk shall publish notice of the report's filing and of the time and place of the hearing on the report, prior to the date set for the hearing. The notice shall be published once a week for two successive weeks prior to the hearing. The Public Works Department shall also mail written notice of the report's filing to each property owner whose property or parcel is identified as being subject to delinquent charges, setting forth individually each property and each of the repair invoices and charges due for that property. This notice shall also establish a date for a prehearing during which a property owner may appeal the delinquent charges to the Public Works Director.
- (3) At the time stated in the notice for the prehearing, the Public Works Director and/or designee shall hear and consider all objections or protests, if any, to the report concerning the delinquencies in a "prehearing." Thereafter, the City Public Works Director may revise, change, reduce, or modify any delinquency, or overrule any or all objections thereto. The Public Works Director shall then make his or her determination on each delinquency identified in the report, and present the list to the City Council for final determination at the public hearing stated in the report notice.
- (4) At the time stated in the notice, following the prehearing and prior to submission to the County of Sutter, the City Council shall hear and consider all objections or protests, if any, to the report concerning the delinquencies. Thereafter, the City Council may adopt, revise, change, reduce, or modify any delinquency or overrule any or all objections thereto. The City Council shall then make its determination on each delinquency identified in the report; the City Council's determination shall be final.
- (5) Following the hearing, the City Clerk shall file with the City's Public Works Director a copy of the signed report to submit to the County. The Public Works Director will submit a request to the County of Sutter to include the amount of delinquencies on the bills for taxes levied against the properties identified in the report.

Sec. 6-11.04. – Permitting.

- (a) *Encroachment permit required.* Prior to any maintenance or repair of the sidewalk, it is the responsibility of the property owner or designee to obtain an encroachment permit from the Public Works Department for said work. Encroachment permits shall be in accordance with Title 6 Chapter 1 of the City's Municipal Code.
 - (1) Notwithstanding the license and insurance regulations in Title 6 Chapter 1, the property owner may make any necessary maintenance or repairs his or herself, as long as the property owner has acquired an encroachment permit and repairs are made in accordance with City standards.
- (b) *City standards.* All maintenance or repair of the sidewalk must be done in accordance with City standards. Repairs or maintenance shall be completed to the satisfaction of the Public Works Director or designee.
 - (1) All work affecting the City street trees must be in accordance with Title 9 Section 3 (Street Trees) of the Municipal Code.
- (c) *No encroachment permit fees for property owner repairs.* There shall be no fee charged for obtaining an encroachment permit by the property owner or the property owner's designated contractor for the repair or maintenance of sidewalks associated with correcting a hazard as defined in Section 6-11.01(c).

Sec. 6-11.05. – Liability.

- (a) *Property owner liability.* Property owners required by this chapter to maintain and repair the sidewalk area shall owe a duty to members of the public using public streets and sidewalks to keep and maintain the sidewalk area in a safe and non-hazardous condition. If, as a result of the failure of any property owner to maintain the sidewalk area in a non-hazardous condition as required by this chapter, any person suffers injury or damage to person or property, the property owner shall be liable to such person for the resulting damages or injury.
- (b) *City liability.* The City may, in order to protect the health and safety of pedestrians, intervene to make safe or repair a hazard which has occurred in the sidewalk or adjacent facilities. Said actions in no way absolve, alter, or transfer the property owner's responsibility and liability for the maintenance and repair of the sidewalk, as stated above in Section 6-11.02(a) and Section 6-11.05(a).

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

Section 4. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published as required by law.

Section 5. This Ordinance shall take effect and be in full force and effect from and after 30 days after its final passage and adoption.

Introduced at a regular meeting of the City Council of the City of Yuba City on the 16th day of November, 2021, and passed and adopted at a regular meeting held on the 18th day of January 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, 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: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: City Attorney
Presentation By: Shannon Chaffin, City Attorney , Robert McEntire

Summary

Subject: Public Hearing No. 4 – Consideration of Draft District Maps and Election Sequencing for a District Based Election System; Selection of District Map and Election Sequence; Introduction of an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council

Recommendation: A. Receive NDC's presentation of the NDC Green Map and the sequencing of division elections and hold a Public Hearing regarding same

B. Continue deliberations and provide further any further comments or revisions to the draft map(s)

C. Select a district map and decide which districts will have elections in 2022 and which districts will have elections in 2024, and incorporate those selections into the Ordinance

D. Introduce, through first reading by title only with further reading waived, an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council, and set the next Public Hearing and second reading of the Ordinance for February 1, 2022

Fiscal Impact: TBD

Purpose:

To select a final draft map and introduce an ordinance regarding the same to establish a district-based system of elections for members of the City Council and to determine the sequence of elections.

Background:

For some period of time the City has been engaged in the process of updating the process of selection of Councilmembers by moving to district-based elections. By way of background, on September 7, 2021, the Council adopted a Resolution with an effective passage date of September 25, 2021, declaring the

Council's intention to transition from at-large elections for members of the City Council, to division-based elections.

On September 21, 2021, the City Council conducted the first of two hearings required to be held before the City Council can start considering potential voting division maps. The purpose of these initial hearings was to educate the City Council and public on the legal requirements for the composition of the District voting divisions and required criteria the City Council must apply as well as the optional criteria the Council may follow in drawing divisions. Robert McEntire, from National Demographics Corporation (NDC), presented information on the division process.

On October 5, 2021, the City Council conducted the second of the initial two public hearings on the composition of the City's voting divisions. After conducting the public hearing, the City Council directed NDC to prepare division elections maps for consideration at the public hearing, which was scheduled for December 21, 2021, including a demonstration "no pair" map. In compliance with State law, those maps were posted to the City's website. Members of the public could also prepare and post any maps on the City's website for the City Council to consider.

On December 21, 2021, the City Council conducted a third public hearing on the composition of the City's voting divisions and considered the division election maps prepared by NDC. After conducting the public hearing, the City Council indicated an initial preference to adopt the NDC Green Map and election sequencing associated with the NDC Green Map.

As stated at the December 21, 2021 City Council meeting, in order to be considered at the January 18, 2022 meeting, the deadline for submission of the maps by members of the public was January 11, 2022. The City did not receive any map submissions from the public by January 11, 2022. In addition to its prior notices, the City also published a notice of this hearing in the Appeal-Democrat, along with the NDC Green Map, which was also translated into Spanish and Punjabi.

Analysis:

The City Council may proceed with further deliberations on the maps previously presented, make further revisions to any such map, and may select a map or revised map and election sequence for introduction with an ordinance to establish a district based system of elections for members of the City Council.

Although the City Council has indicated a preliminary interest in the NDC Green Map, it may consider any other map that was received and published on the City's website by January 11, 2022. However, any changes to a map under consideration for adoption would require re-publication of any revised map within seven days prior to adoption of the map and introduction of the ordinance. Likewise, selection of any new maps proposed by the public for the first time just before or during the hearing would also require a re-publication and notice process. As such, selecting any changes on an existing map or new maps would not permit the City Council to follow the currently selected schedule.

Assuming that there are no changes on an existing published map, or a new map is not selected, the fifth (and final) public hearing is scheduled for February 1, 2022, which would include a second reading on the ordinance. However, if there are any map adjustments which take place at that meeting, then the date would need to be adjusted.

Sequence of Elections

Along with selecting a map, the City Council will also need to decide the sequence of elections. The Council will need to choose which districts will be up for election in 2022, 2026, etc. and which districts will be up for election in 2024, 2028, etc. At the December 21, 2021 meeting, City Council indicated a desire to follow the suggested election sequencing associated with the NDC Green Map. However, the

City Council can choose an alternative sequence to the extent it would ensure there are exactly five Councilmembers at any one time.

Map Criteria

As noted in the prior meetings, there are several mandatory criteria that the City must comply with when the actual divisions are created:

1. The divisions must be as nearly equal in population as possible
2. Race cannot be the “predominant” factor or criteria when drawing divisions
3. Compliance with the Federal Voting Rights Act (FVRA)
4. Compliance with the California Voting Rights Act (CVRA)

Optional Criteria for Creating Districts

Per Elections Code Section 21601 and Government Code Section 34884, the City Council may consider the following factors when establishing divisions, which criteria are not exclusive:

1. Topography;
2. Geography;
3. Cohesiveness, continuity, integrity, and compactness of territory; and
4. Communities of interests.

A community of interest is a neighborhood or group that would benefit from being in the same district because of shared interests, views, or characteristics. Possible community features include, but are not limited to:

- A. School attendance areas;
- B. Natural dividing lines such as major roads, hills, or highways;
- C. Areas around parks and other neighborhood landmarks;
- D. Common issues, neighborhood activities, or legislative/election concerns; and
- E. Shared demographic characteristics, such as:
 - (1) Similar levels of income, education, or linguistic insolation;
 - (2) Languages spoken at home; and
 - (3) Single-family and multi-family housing unit areas.

Other traditional districting principles include:

1. Respect voters’ choices / continuity in office
2. Future population growth

Conclusion:

After selecting a map and sequence of elections, the City Council may move to incorporate those selections into an ordinance and introduce that ordinance tonight. Staff will then bring the ordinance back a second reading and final adoption on February 1, 2022.

Alternatives:

1. Decline to hold a public hearing at this time.

Recommendation:

- A. Receive NDC's presentation of the NDC Green Map and the sequencing of division elections and hold a public hearing regarding same.
- B. Continue deliberations and provide further any further comments or revisions to the draft map(s).
- C. Select a district map and decide which districts will have elections in 2022 and which districts will have elections in 2024, and incorporate those selections into the Ordinance.
- D. Introduce, through first reading by title only with further reading waived, an Ordinance of the City Council of the City of Yuba City, California, Adding Sections 2-9.04, 2-9.05, and 2-9.06 to Chapter 2, Title 9 of the Yuba City Municipal Code to Establish a District-Based System of Elections for Members of the City Council, and set the next public hearing and second reading of the ordinance for February 1, 2022.

Note: The default draft ordinance has been prepared based on the "Green Map."

Attachments:

- 1. Ordinance Establishing District Based Election Systemv2
- 2. Districting - NDC Green
- 3. Districting - NDC Purple
- 4. Districting - NDC Orange
- 5. Districting - Demo Map

Prepared By:
Shannon Chaffin
City Attorney

Submitted By:
Shannon Chaffin
City Attorney

ORDINANCE _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY, CALIFORNIA, ADDING SECTIONS 2-9.04, 2-9.05, AND 2-9.06 TO CHAPTER 9, TITLE 2 OF THE YUBA CITY MUNICIPAL CODE TO ESTABLISH A DISTRICT-BASED SYSTEM OF ELECTIONS FOR MEMBERS OF THE CITY COUNCIL

WHEREAS, the members of the City Council of the City of Yuba City (City) are currently elected at-large, whereby all members are elected by all of the voters of the City; and

WHEREAS, pursuant to Government Code sections 34886 and 34871, the City has the authority to adopt an ordinance requiring members of the City Council to be elected by district in five districts; and

WHEREAS, pursuant to Elections Code section 10010, the City Council held public hearings on September 21, 2021 and October 5, 2021 to receive public input regarding the composition of district maps, and also held public hearings on December 21, 2021 and January 18, 2022 regarding the content of proposed district maps and sequences of elections; and

WHEREAS, also pursuant to Elections Code section 10010, the City Council held a public hearing on February 1, 2022, prior to adoption of this Ordinance; and

WHEREAS, in order to further the purposes of the California Voting Rights Act of 2001, the City Council now wishes to adopt an ordinance providing that the members of the City Council shall be elected by-district in five districts beginning at the November 8, 2022 general municipal election; and

WHEREAS, the City Council electoral districts to be established are described further in this Ordinance and shown on the district map attached hereto as Exhibit "A" to this Ordinance.

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

SECTION 1. Findings. The City Council finds as follows:

- (a) The above recitals are true and correct and are incorporated herein by this reference.
- (b) The City Council hereby declares the intent and purpose of this Ordinance adopting a district-based system of elections for members of the City Council is to further the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the Elections Code).

SECTION 2. By-District Electoral System. Section 2-9.04 is added to Chapter 2, Title 9 of the Yuba City Municipal Code to read in its entirety as follows:

2-9.04 By-District Electoral System.

- (a) Beginning with the November 8, 2022 general municipal election, and thereafter, members of the City Council of the City of Yuba City shall be elected by-district in five single-member districts.

- (b) Each member of the City Council elected or appointed to represent a district must reside in that district and be a registered voter in that district. Each candidate for City Council must be a registered voter in the City of Yuba City and reside in the district in which that candidate is seeking election at the time nomination papers are issued to that candidate, pursuant to Elections Code 34882. Termination of residency in a district by a seated Councilmember shall create a vacancy for that City Council district unless a substitute residence within the district is established within thirty (30) days after that termination of residency.
- (c) Notwithstanding any other provision of this chapter, the members of the City Council in office at the time this section takes effect may continue in office until the expiration of the full term to which they were elected and until their successor is qualified.

SECTION 3. Establishment of City Council Electoral Districts. Section 2-9.05 is added to Chapter 2, Title 9 of the Yuba City Municipal Code to read in its entirety as follows:

2-9.05 Establishment of City Council Electoral Districts.

- (a) Subject to the provisions of this chapter, members of the City Council shall be elected by-district from City Council districts shown and numbered on the map titled 'City of Yuba City District Map', a copy of which shall be on file in the City Clerk's office, and which is attached as Exhibit A to this ordinance.
- (b) The City Council electoral districts described in this section shall be adjusted from time to time as required by Elections Code section 21600 et seq. or by other law.

SECTION 4. Election Sequence for Implementation of By-District Electoral System. Section 2-9.06 is added to Chapter 2, Title 9 of the Yuba City Municipal Code to read in its entirety as follows:

2-9.06 Election Sequence for Implementation of By-District Electoral System.

Members of the City Council shall be elected in City Council Districts 1, 2 and 3 at the 2022 general municipal election and every four years thereafter. Members of the City Council shall be elected in City Council Districts 4 and 5 at the 2024 general municipal election and every four years thereafter.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. Effective Date and Publication. This ordinance shall take effect 30 days after its adoption. The City Clerk, or duly appointed deputy, shall attest to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner required by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 18th day of January, 2022, and passed and adopted at a regular meeting held on the ____th day of February, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

Dave Shaw, Mayor
City of Yuba City

ATTEST:

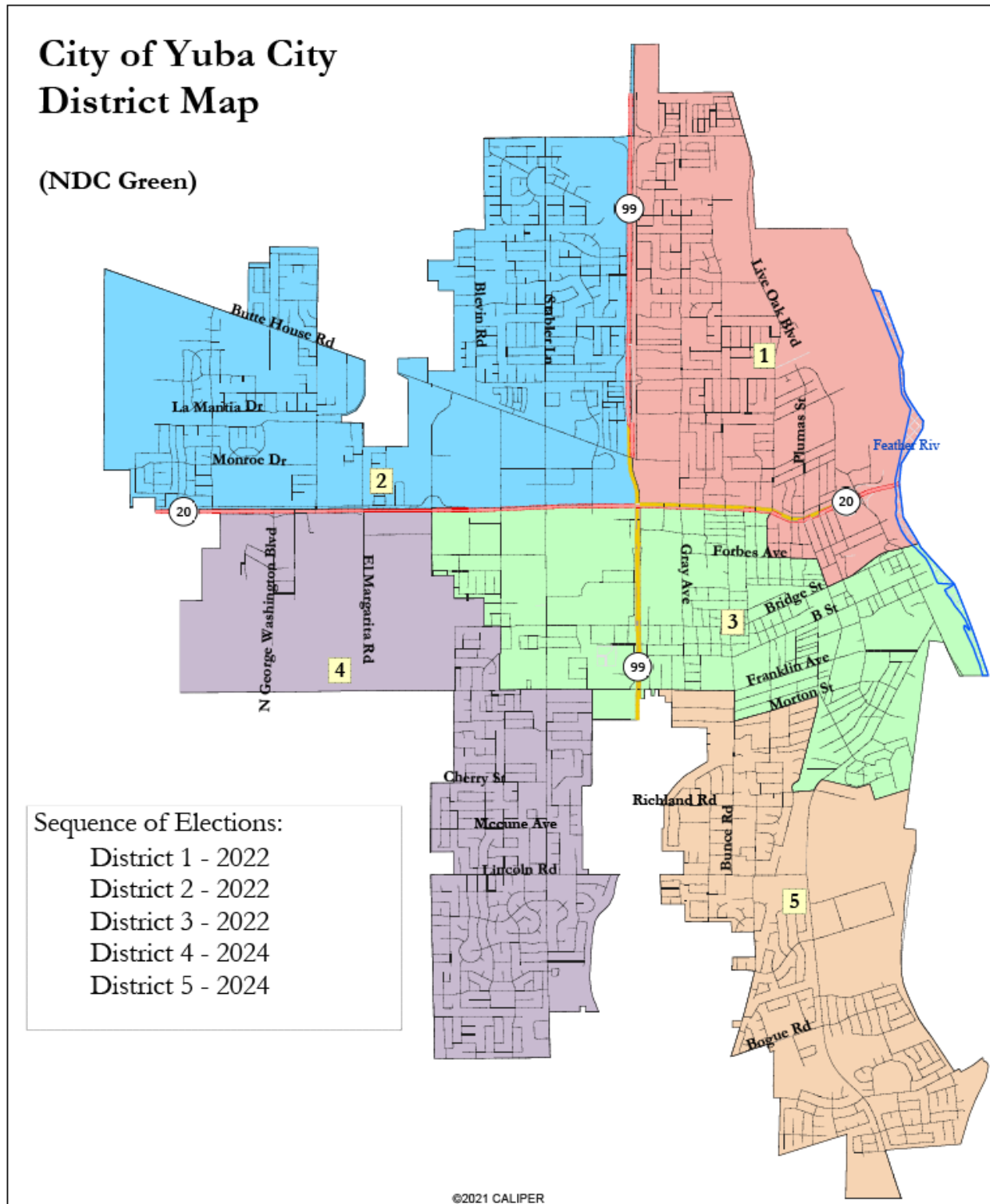
APPROVED AS TO FORM:

Ciara Wakefield, Deputy City Clerk

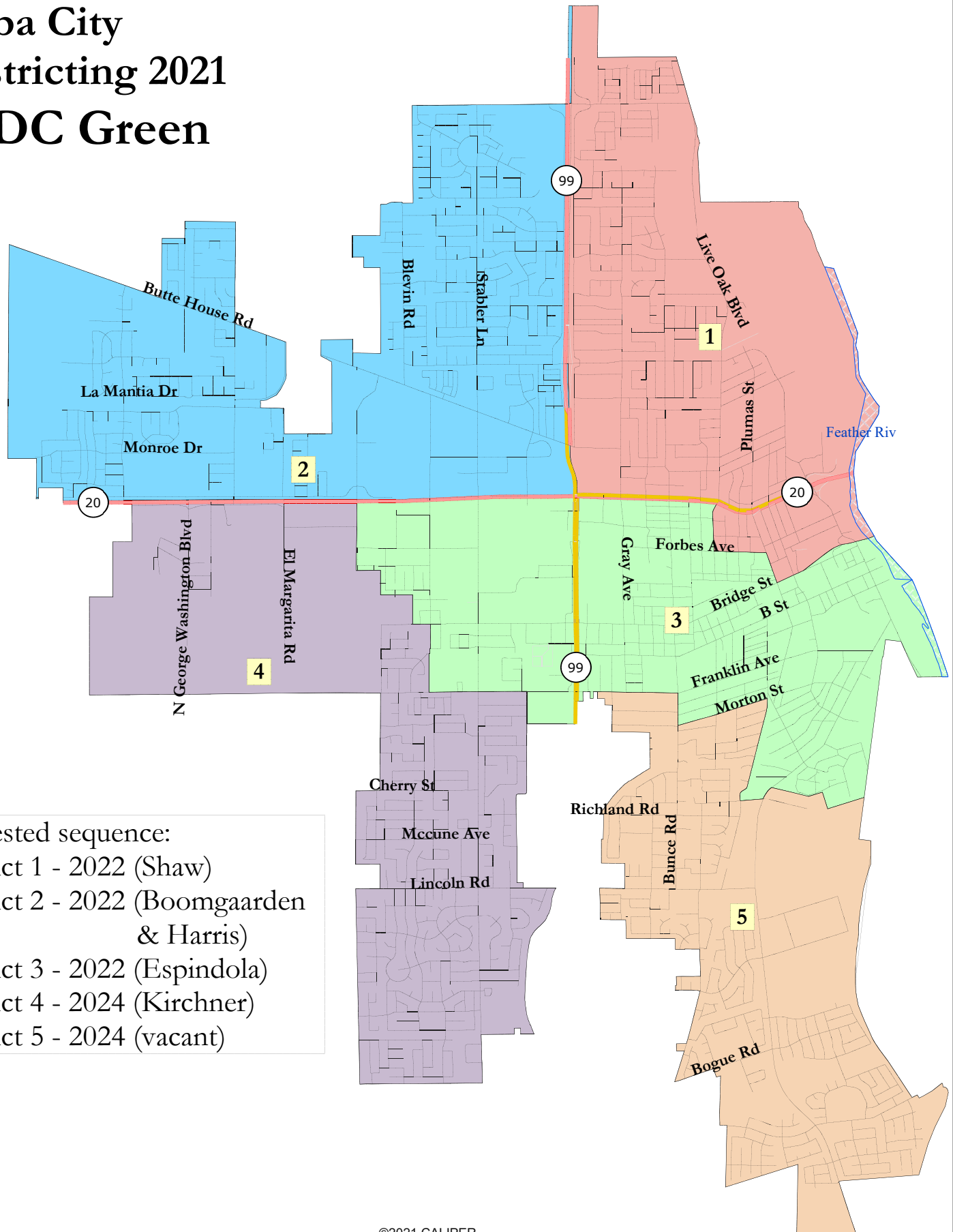
Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit A: City of Yuba City District Map

EXHIBIT A
CITY OF YUBA CITY DISTRICT MAP



Yuba City Districting 2021 NDC Green

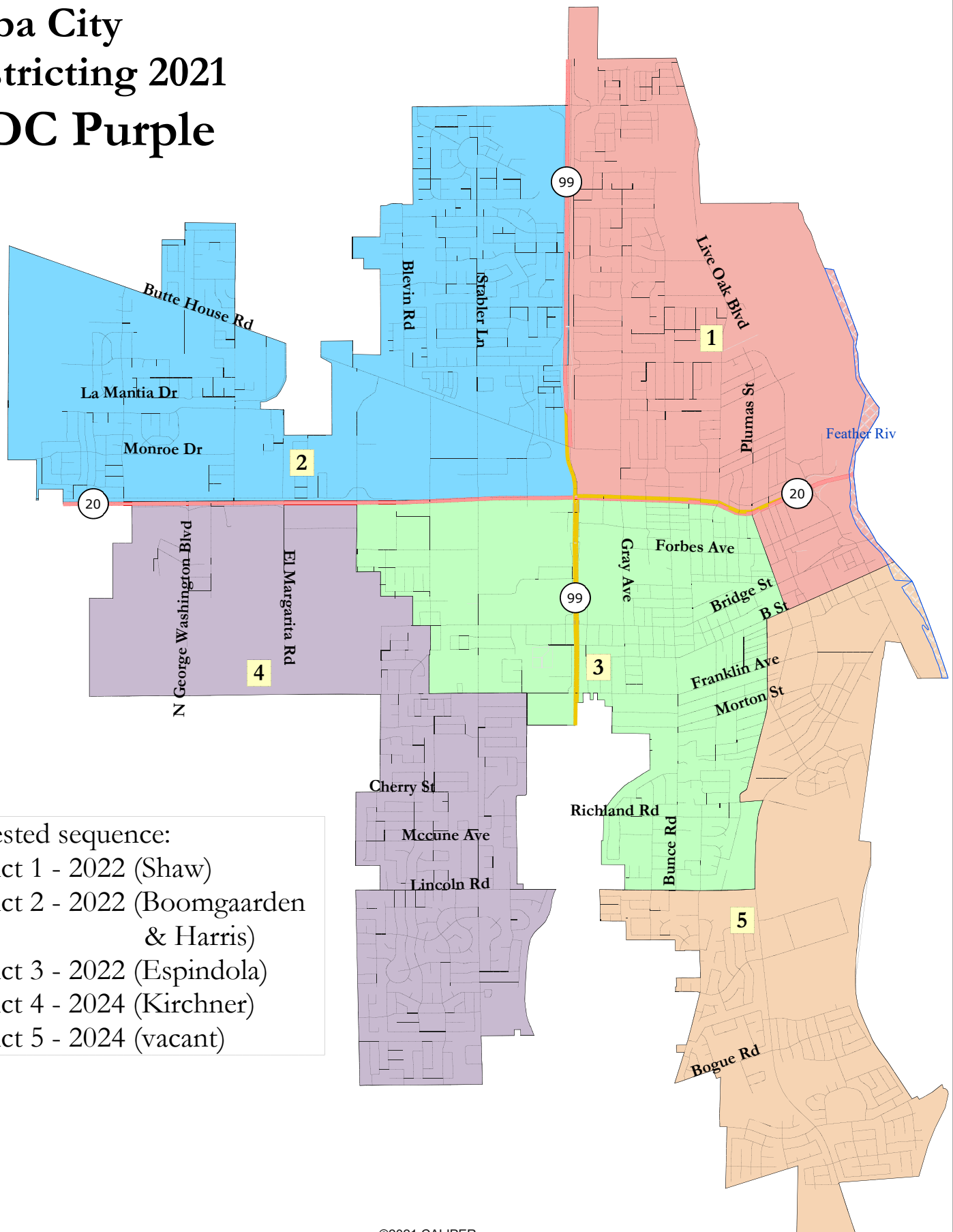


Suggested sequence:

- District 1 - 2022 (Shaw)
- District 2 - 2022 (Boomgaarden & Harris)
- District 3 - 2022 (Espindola)
- District 4 - 2024 (Kirchner)
- District 5 - 2024 (vacant)

<i>Yuba City NDC Green Map</i>							
District		1	2	3	4	5	Total
2020	2020 Census (Adjusted)	14,061	13,609	14,318	14,313	14,039	70,340
2020 Total Pop	Deviation from ideal	-7	-459	250	245	-29	709
	% Deviation	-0.05%	-3.26%	1.78%	1.74%	-0.21%	5.04%
	% Hisp	36%	18%	47%	22%	31%	31%
	% NH White	42%	51%	26%	31%	40%	38%
	% NH Black	4%	2%	3%	2%	3%	3%
Citizen Voting Age Pop	% Asian-American	12%	24%	20%	40%	20%	23%
	Total	8,222	9,486	7,263	9,453	8,009	42,431
	% Hisp	22%	15%	33%	15%	19%	20%
	% NH White	62%	61%	41%	46%	59%	54%
	% NH Black	2%	2%	5%	3%	4%	3%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	11%	19%	16%	34%	16%	20%
	Total	6,357	8,689	5,063	8,463	7,345	35,917
	% Latino est.	23%	12%	32%	16%	22%	20%
	% Spanish-Surnamed	21%	12%	30%	15%	21%	19%
	% Asian-Surnamed	6%	13%	13%	29%	11%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	68%	71%	51%	52%	62%	61%
Voter Turnout (Nov 2018)	% NH Black	2%	2%	4%	2%	4%	3%
	Total	3,182	5,577	2,295	4,946	3,999	19,999
	% Latino est.	15%	9%	22%	11%	17%	13%
	% Spanish-Surnamed	15%	8%	21%	11%	16%	13%
	% Asian-Surnamed	5%	12%	15%	27%	11%	15%
	% Filipino-Surnamed	1%	1%	0%	1%	1%	1%
	% NH White est.	75%	76%	56%	57%	67%	67%
Voter Turnout (Nov 2020)	% NH Black	2%	2%	4%	2%	4%	3%
	Total	4,648	7,373	3,594	7,034	5,886	28,535
	% Latino est.	19%	11%	27%	14%	20%	17%
	% Spanish-Surnamed	18%	10%	26%	13%	19%	16%
	% Asian-Surnamed	7%	13%	15%	31%	12%	16%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	71%	72%	52%	52%	63%	63%
ACS Pop. Est.	% NH Black est.	2%	2%	4%	2%	4%	3%
	Total	13,064	13,094	14,600	14,481	12,289	67,528
	age0-19	27%	25%	32%	26%	29%	28%
Age	age20-60	48%	48%	53%	54%	53%	51%
	age60plus	25%	26%	15%	20%	18%	21%
Immigration	immigrants	23%	15%	29%	31%	19%	24%
	naturalized	39%	68%	38%	63%	51%	51%
Language spoken at home	english	59%	75%	47%	50%	72%	60%
	spanish	27%	9%	37%	13%	14%	20%
	asian-lang	1%	2%	2%	2%	2%	2%
	other lang	13%	13%	14%	35%	13%	18%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	9%	27%	24%	12%	19%
Education (among those age 25+)	hs-grad	54%	49%	47%	47%	47%	49%
	bachelor	11%	19%	6%	12%	14%	12%
	graduatedegree	3%	10%	3%	9%	8%	7%
Child in Household	child-under18	36%	33%	45%	41%	43%	40%
Pct of Pop. Age 16+	employed	50%	56%	63%	64%	63%	59%
Household Income	income 0-25k	31%	13%	27%	12%	13%	20%
	income 25-50k	27%	22%	31%	18%	21%	24%
	income 50-75k	18%	15%	20%	23%	19%	19%
	income 75-200k	22%	41%	21%	41%	40%	33%
	income 200k-plus	1%	8%	0%	5%	6%	4%
Housing Stats	single family	60%	85%	63%	97%	86%	77%
	multi-family	40%	15%	37%	3%	14%	23%
	rented	59%	30%	70%	31%	36%	46%
	owned	41%	70%	30%	69%	64%	54%
Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

Yuba City Districting 2021 NDC Purple

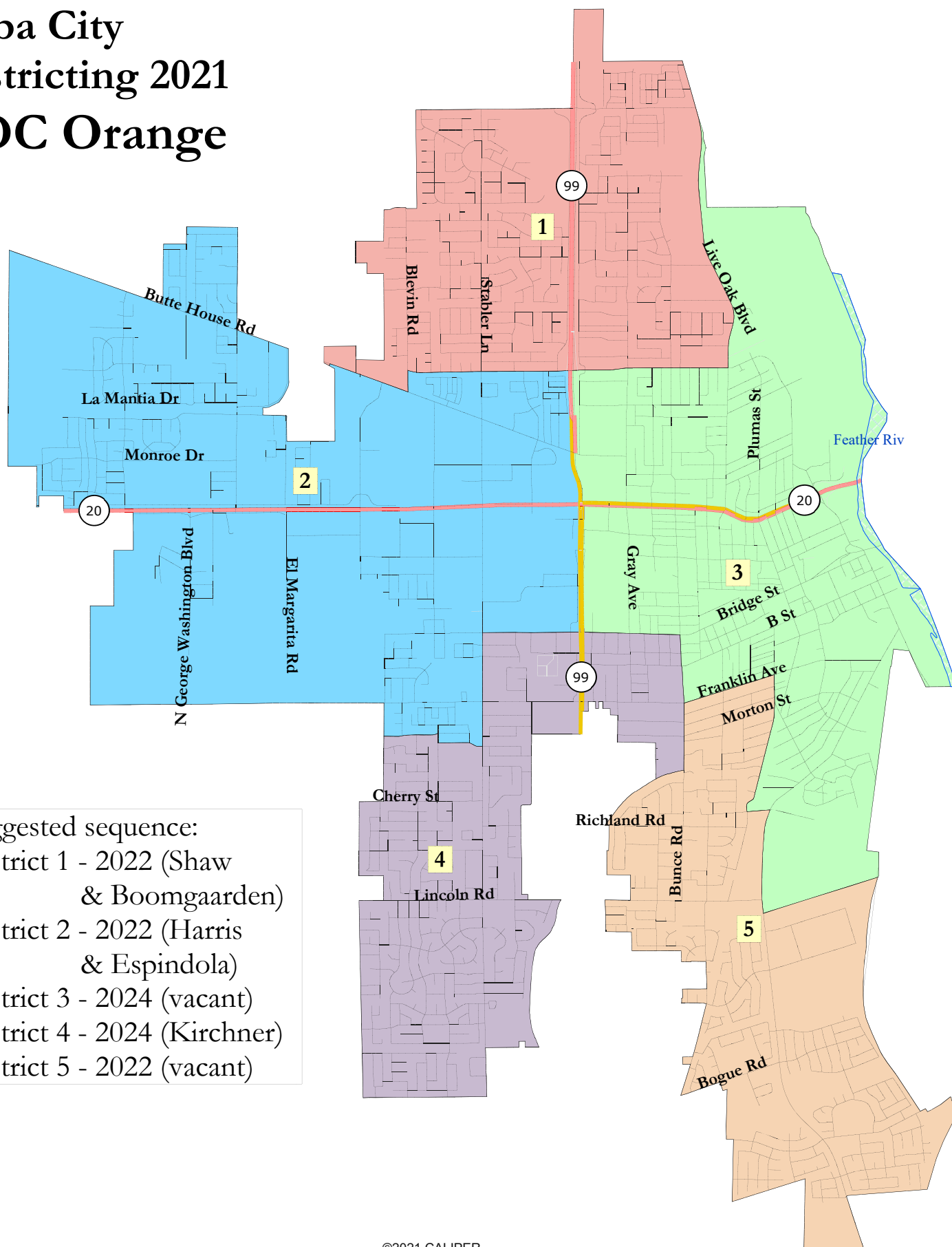


Suggested sequence:

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- District 5 - 2024 (vacant)

<i>Yuba City NDC Purple Map</i>							
District		1	2	3	4	5	Total
2020	2020 Census (Adjusted)	13,910	13,609	14,416	14,313	14,092	70,340
2020 Total Pop	Deviation from ideal	-158	-459	348	245	24	807
	% Deviation	-1.12%	-3.26%	2.47%	1.74%	0.17%	5.74%
	% Hisp	36%	18%	37%	22%	41%	31%
	% NH White	42%	51%	33%	31%	32%	38%
	% NH Black	4%	2%	3%	2%	3%	3%
Citizen Voting Age Pop	% Asian-American	12%	24%	21%	40%	19%	23%
	Total	8,168	9,486	7,959	9,453	7,365	42,431
	% Hisp	22%	15%	24%	15%	27%	20%
	% NH White	62%	61%	52%	46%	49%	54%
	% NH Black	2%	2%	3%	3%	6%	3%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	11%	19%	17%	34%	15%	20%
	Total	6,278	8,689	6,117	8,463	6,370	35,917
	% Latino est.	23%	12%	25%	16%	27%	20%
	% Spanish-Surnamed	21%	12%	24%	15%	25%	19%
	% Asian-Surnamed	6%	13%	11%	29%	12%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	68%	71%	60%	52%	55%	61%
Voter Turnout (Nov 2018)	% NH Black	2%	2%	3%	2%	6%	3%
	Total	3,137	5,577	3,110	4,946	3,229	19,999
	% Latino est.	15%	9%	18%	11%	19%	13%
	% Spanish-Surnamed	15%	8%	18%	11%	18%	13%
	% Asian-Surnamed	5%	12%	12%	27%	13%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	75%	76%	65%	57%	61%	67%
Voter Turnout (Nov 2020)	% NH Black	2%	2%	2%	2%	5%	3%
	Total	4,594	7,373	4,633	7,034	4,901	28,535
	% Latino est.	19%	11%	22%	14%	23%	17%
	% Spanish-Surnamed	18%	10%	21%	13%	22%	16%
	% Asian-Surnamed	7%	13%	12%	31%	14%	16%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	71%	72%	62%	52%	57%	63%
ACS Pop. Est.	% NH Black est.	2%	2%	2%	2%	5%	3%
	Total	12,981	13,094	13,995	14,481	12,977	67,528
	age0-19	27%	25%	30%	26%	31%	28%
Age	age20-60	48%	48%	52%	54%	54%	51%
	age60plus	25%	26%	18%	20%	14%	21%
	immigrants	23%	15%	27%	31%	22%	24%
Immigration	naturalized	39%	68%	40%	63%	46%	51%
	english	58%	75%	60%	50%	58%	60%
Language spoken at home	spanish	27%	9%	22%	13%	31%	20%
	asian-lang	1%	2%	2%	2%	2%	2%
	other lang	13%	13%	17%	35%	10%	18%
Language Fluency	Speaks Eng. "Less than Very Well"	19%	9%	21%	24%	19%	19%
Education (among those age 25+)	hs-grad	54%	49%	49%	47%	45%	49%
	bachelor	11%	19%	9%	12%	10%	12%
	graduatedegree	3%	10%	6%	9%	6%	7%
Child in Household	child-under18	36%	33%	41%	41%	47%	40%
Pct of Pop. Age 16+	employed	50%	56%	63%	64%	62%	59%
Household Income	income 0-25k	31%	13%	24%	12%	17%	20%
	income 25-50k	27%	22%	29%	18%	23%	24%
	income 50-75k	18%	15%	21%	23%	18%	19%
	income 75-200k	22%	41%	24%	41%	37%	33%
	income 200k-plus	1%	8%	2%	5%	5%	4%
Housing Stats	single family	61%	85%	64%	97%	85%	77%
	multi-family	39%	15%	36%	3%	15%	23%
	rented	59%	30%	64%	31%	42%	46%
	owned	41%	70%	36%	69%	58%	54%
Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

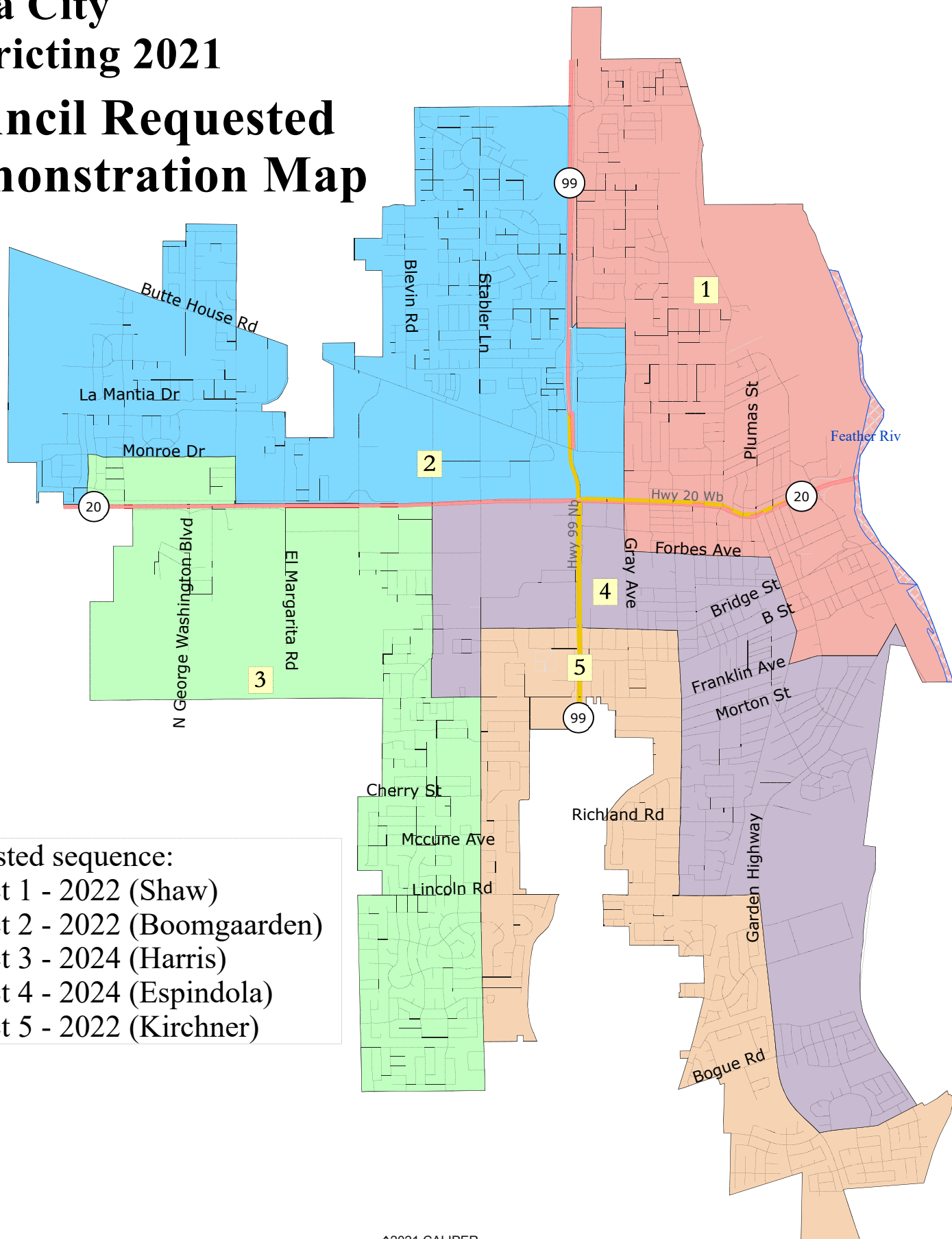
Yuba City Districting 2021 NDC Orange



Suggested sequence:
 District 1 - 2022 (Shaw
 & Boomgaarden)
 District 2 - 2022 (Harris
 & Espindola)
 District 3 - 2024 (vacant)
 District 4 - 2024 (Kirchner)
 District 5 - 2022 (vacant)

Yuba City NDC Orange Map							
District		1	2	3	4	5	Total
2020	2020 Census (Adjusted)	13,922	13,608	14,325	14,126	14,359	70,340
2020 Total Pop	Deviation from ideal	-146	-460	257	58	291	751
	% Deviation	-1.04%	-3.27%	1.83%	0.41%	2.07%	5.34%
	% Hisp	26%	20%	51%	25%	32%	31%
	% NH White	46%	37%	34%	31%	40%	38%
	% NH Black	3%	3%	4%	2%	3%	3%
Citizen Voting Age Pop	% Asian-American	20%	35%	5%	37%	20%	23%
	Total	8,706	8,817	7,353	9,471	8,085	42,431
	% Hisp	16%	19%	34%	17%	19%	20%
	% NH White	62%	50%	56%	46%	59%	54%
	% NH Black	3%	2%	4%	3%	4%	3%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	17%	25%	4%	32%	16%	20%
	Total	8,173	7,297	5,215	7,759	7,473	35,917
	% Latino est.	16%	14%	33%	18%	23%	20%
	% Spanish-Surnamed	15%	13%	31%	17%	21%	19%
	% Asian-Surnamed	12%	21%	2%	27%	11%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	69%	62%	60%	52%	62%	61%
Voter Turnout (Nov 2018)	% NH Black	3%	2%	4%	3%	4%	3%
	Total	4,938	4,315	2,269	4,417	4,060	19,999
	% Latino est.	11%	9%	23%	13%	17%	13%
	% Spanish-Surnamed	10%	9%	22%	12%	16%	13%
	% Asian-Surnamed	10%	19%	2%	26%	11%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	75%	69%	67%	57%	67%	67%
Voter Turnout (Nov 2020)	% NH Black	3%	1%	3%	3%	4%	3%
	Total	6,653	6,062	3,477	6,354	5,989	28,535
	% Latino est.	13%	12%	28%	16%	20%	17%
	% Spanish-Surnamed	13%	11%	27%	15%	19%	16%
	% Asian-Surnamed	12%	22%	2%	28%	12%	16%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	71%	63%	64%	52%	63%	63%
ACS Pop. Est.	% NH Black est.	3%	2%	4%	3%	4%	3%
	Total	13,043	13,227	14,140	14,734	12,384	67,528
	age0-19	27%	26%	30%	28%	29%	28%
Age	age20-60	46%	51%	52%	54%	54%	51%
	age60plus	27%	23%	18%	19%	17%	21%
Immigration	immigrants	21%	24%	24%	29%	20%	24%
	naturalized	54%	62%	26%	61%	49%	51%
Language spoken at home	english	68%	61%	50%	52%	72%	60%
	spanish	15%	14%	45%	12%	14%	20%
	asian-lang	2%	1%	1%	2%	2%	2%
	other lang	15%	24%	4%	33%	12%	18%
Language Fluency	Speaks Eng. "Less than Very Well"	14%	18%	24%	24%	13%	19%
Education (among those age 25+)	hs-grad	49%	50%	51%	47%	47%	49%
	bachelor	17%	13%	6%	12%	13%	12%
	graduatedegree	8%	7%	2%	8%	8%	7%
Child in Household	child-under18	36%	37%	40%	43%	43%	40%
Pct of Pop. Age 16+	employed	52%	58%	58%	64%	63%	59%
Household Income	income 0-25k	20%	16%	33%	14%	14%	20%
	income 25-50k	19%	28%	31%	21%	21%	24%
	income 50-75k	19%	18%	17%	23%	19%	19%
	income 75-200k	36%	33%	18%	39%	41%	33%
	income 200k-plus	5%	5%	0%	4%	6%	4%
Housing Stats	single family	77%	77%	61%	90%	85%	77%
	multi-family	23%	23%	39%	10%	15%	23%
	rented	36%	45%	70%	39%	37%	46%
	owned	64%	55%	30%	61%	63%	54%
Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

Yuba City Districting 2021 Council Requested Demonstration Map



Suggested sequence:
District 1 - 2022 (Shaw)
District 2 - 2022 (Boomgaarden)
District 3 - 2024 (Harris)
District 4 - 2024 (Espindola)
District 5 - 2022 (Kirchner)

<i>Yuba City Council Requested Demonstration Map</i>							
District		1	2	3	4	5	Total
2020	2020 Census (Adjusted)	14,515	14,444	13,525	14,254	13,602	70,340
2020 Total Pop	Deviation from ideal	447	376	-543	186	-466	990
	% Deviation	3.18%	2.67%	-3.86%	1.32%	-3.31%	7.04%
	% Hisp	38%	20%	20%	46%	29%	31%
	% NH White	41%	51%	29%	31%	37%	38%
	% NH Black	4%	3%	2%	3%	2%	3%
Citizen Voting Age Pop	% Asian-American	11%	22%	45%	15%	25%	23%
	Total	8,248	10,046	8,611	7,235	8,291	42,431
	% Hisp	23%	16%	12%	29%	23%	20%
	% NH White	61%	62%	47%	50%	49%	54%
	% NH Black	3%	2%	1%	5%	5%	3%
Voter Registration (Nov 2020)	% Asian/Pac.Isl.	10%	17%	37%	12%	20%	20%
	Total	6,494	8,896	7,802	5,722	7,003	35,917
	% Latino est.	24%	13%	15%	31%	22%	20%
	% Spanish-Surnamed	22%	12%	14%	29%	20%	19%
	% Asian-Surnamed	6%	13%	32%	8%	15%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	67%	71%	51%	56%	59%	61%
Voter Turnout (Nov 2018)	% NH Black	2%	2%	1%	5%	5%	3%
	Total	3,214	5,654	4,551	2,684	3,896	19,999
	% Latino est.	16%	9%	11%	22%	16%	13%
	% Spanish-Surnamed	15%	8%	10%	22%	15%	13%
	% Asian-Surnamed	5%	11%	30%	9%	14%	15%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	74%	76%	56%	62%	64%	67%
Voter Turnout (Nov 2020)	% NH Black	2%	2%	1%	4%	5%	3%
	Total	4,709	7,487	6,516	4,180	5,643	28,535
	% Latino est.	20%	11%	13%	27%	19%	17%
	% Spanish-Surnamed	19%	10%	12%	25%	18%	16%
	% Asian-Surnamed	6%	13%	33%	9%	16%	16%
	% Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	% NH White est.	70%	73%	51%	58%	60%	63%
ACS Pop. Est.	% NH Black est.	2%	2%	1%	4%	5%	3%
	Total	13,389	13,993	13,592	13,722	12,832	67,528
Age	age0-19	27%	26%	27%	32%	28%	28%
	age20-60	50%	47%	53%	53%	54%	51%
	age60plus	23%	27%	21%	14%	18%	21%
Immigration	immigrants	23%	15%	31%	27%	22%	24%
	naturalized	37%	64%	62%	37%	57%	51%
Language spoken at home	english	58%	74%	50%	54%	65%	60%
	spanish	29%	11%	9%	35%	17%	20%
	asian-lang	2%	2%	2%	1%	2%	2%
	other lang	11%	13%	39%	11%	16%	18%
Language Fluency	Speaks Eng. "Less than Very Well"	20%	10%	25%	23%	15%	19%
Education (among those age 25+)	hs-grad	54%	49%	46%	46%	48%	49%
	bachelor	10%	18%	12%	7%	13%	12%
	graduatedegree	3%	9%	9%	4%	8%	7%
Child in Household	child-under18	36%	33%	43%	46%	42%	40%
Pct of Pop. Age 16+	employed	52%	55%	64%	63%	63%	59%
Household Income	income 0-25k	32%	14%	12%	24%	15%	20%
	income 25-50k	26%	24%	20%	28%	22%	24%
	income 50-75k	17%	16%	23%	19%	22%	19%
	income 75-200k	23%	38%	41%	26%	37%	33%
	income 200k-plus	1%	7%	4%	2%	5%	4%
Housing Stats	single family	62%	79%	95%	73%	82%	77%
	multi-family	38%	21%	5%	27%	18%	23%
	rented	58%	37%	30%	60%	42%	46%
	owned	42%	63%	70%	40%	58%	54%
Total population data from the California adjustment to the 2020 Decennial Census. Surname-based Voter Registration and Turnout data from the California Statewide Database. Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.							

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Levy of the 2022 Annual Assessment of the Downtown Yuba City Business Improvement District

Recommendation: A. Conduct Public Hearing, and after consideration,

B. Adopt a Resolution confirming the Annual Report for the Yuba City Downtown Business Association and levying the assessment for the Downtown Business Improvement District for calendar year 2022

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

Council's Strategic Goal:

This aligns with the Council's Business Friendly Goal by supporting the local Downtown Business Association Business Improvement District.

Background:

At the meeting on December 21, 2021, the City Council received the 2021-2022 Annual Report from the Yuba City Downtown Business Association and adopted Resolution No. 21-190 declaring its intention to levy and collect an annual assessment for calendar year 2022 in the Downtown Yuba City Business Improvement District (BID). A Public Hearing was set for January 18, 2022. The notice of Public Hearing was published in the Appeal Democrat on January 7, 2022.

The purpose of the Public Hearing is for the City Council to hear and consider all protests against the levying of the proposed assessments. The City Council should note that the Annual Report proposes no changes to the BID boundaries or the assessment formula as originally established.

Analysis:

After the Public Hearing, the City Council may take one of the following actions:

1. Terminate proceedings if protest is received from business owners in the proposed district who collectively pay 50% or more of the proposed assessment (a "majority protest"). If the majority protest is only against the furnishing of a specified type of improvement or activity within the district, those types of improvements or activities shall be eliminated.

2. Order changes in any of the matters provided in the Annual Report including: 1) Changes in the proposed assessments, 2) The proposed improvements and activities to be funded with the revenues derived from the levy of the assessments, and 3) The proposed boundaries of the area and any benefit zones with the area. The City Council cannot change the boundaries to include any territory that will not, in its judgment, benefit by the improvement of activity.

3. Continue the Public Hearing with the understanding that the Public Hearing must be completed within 30 days.

4. Adopt a Resolution confirming the Annual Report as originally filed or as amended. The adoption of the Resolution constitutes the levy of the assessment for calendar year 2022.

Fiscal Impact:

None related to levy and collection of annual assessments.

Alternatives:

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

Recommendation:

Adopt a Resolution confirming the Annual Report for the Yuba City Downtown Business Association and levying the assessment for the Downtown Business Improvement District for calendar year 2022.

Attachments:

1. RESOLUTION DBA Second Meeting
2. DBA Map and Formula Attachment

Prepared By:
Judy Sanchez
Executive Assistant

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING THE ANNUAL REPORT FOR THE YUBA CITY DOWNTOWN BUSINESS
ASSOCIATION AND LEVYING THE ASSESSMENT FOR THE DOWNTOWN YUBA CITY
BUSINESS IMPROVEMENT DISTRICT FOR CALENDAR YEAR 2022**

WHEREAS, on December 21, 2021, the Yuba City Council adopted Resolution No. 21-190 (the "Resolution") declaring its intention to levy and collect an annual assessment for calendar year 2022 in the Downtown Yuba City Business Improvement District (the "District") pursuant to the Parking and Business Improvement Area Law of 1989, Part 6, (commencing with Section 36500) of Division 18 of the California Streets and Highways Code (the "Act"); and

WHEREAS, pursuant to the Act and the Resolution, the City of Yuba City published a Notice of Public Hearing on January 7, 2022 regarding the proposed levy of the 2022 Annual Assessment for the Downtown Business Improvement District; and

WHEREAS, the Public Hearing has been held and the City Council has heard and considered all oral and written protests and other comments regarding the levying of the proposed assessments; and

WHEREAS, protests from businesses in the District paying fifty percent (50%) or more of the proposed assessments have not been received.

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

1. The recitals set forth herein are true and correct.
2. The City Council does confirm the Annual Report as originally filed by the Yuba City Downtown Business Association.
3. This Resolution is effective on its adoption and constitutes the levy of the assessment for calendar year 2022 for the Downtown Yuba City Business Improvement District as referred to in the Annual Report, for those properties depicted in Attachment "A" and per the levy rate formula as set forth in Attachment "B".

I HEREBY CERTIFY that the foregoing resolution was introduced and read at a Regular Meeting of the City Council of the City of Yuba City on the 18th day of January 2022, and was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachments:

- A. Map of District
- B. District Assessment Formula

ATTACHMENT 2

EXHIBIT A

Yuba City J - Downtown Plumas Street Area



EXHIBIT B

DISTRICT ASSESSMENT FORMULA

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

Business Type	Business Size Number of Employees		Annual Assessment Zone	
			A	B
Retail, Restaurant and Service	Small	1-4	\$385	\$180
	Medium	5-9	\$560	\$285
	Large	10+	\$735	\$380
Professional Business			\$350	\$180
Lodging Business			\$560	\$285
Financial Business			\$875	\$725

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

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

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

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

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

Note: Retail and restaurant businesses will be assessed on size which will be determined by number of employees, either full-time or the equivalent made up of multiples of part-time employees.

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Development Services Department
Presentation By: Ben Moody, Development Services Director

Summary

Subject: Renewal of the Yuba-Sutter Tourism Improvement District (YSTID)
Recommendation: Adopt a Resolution of Intention to Renew the Yuba-Sutter Tourism Improvement District
Fiscal Impact: Continuation of the 2% room rental rate District Assessment

Purpose:

To approve the intent to continue the 2% Yuba-Sutter Tourism Improvement District Assessment.

Council's Strategic Goal:

This project addresses the City Council's goal of business friendly and financial stability to support regional hotels and provide a stable funding source for ongoing marketing efforts, as well as increase occupancy rates.

Background:

In May 2016, the City Council authorized the City Manager to enter into an agreement with the Yuba-Sutter Chamber of Commerce to establish a Tourism Improvement District (TID) for a five-year term. The TID was established in March 2017, and is a benefit assessment district to fund marketing and sales, sports and outdoor recreation, transportation, visitor programs, and promotions for Yuba-Sutter lodging businesses. Our local district includes all lodging businesses within the cities of Yuba City, Marysville, Live Oak, and Wheatland, as well as the unincorporated areas of Yuba and Sutter Counties. The Yuba-Sutter Lodging Association (YSLA), the entity responsible for managing YSTID, was established through the adoption of the Management District Plan.

Analysis:

Lodging businesses within the District have decided to pursue a renewal of the YSTID in order to continue a revenue source devoted to marketing the Yuba-Sutter area as a tourist and event destination. The proposed renewal will be for a 10-year period and, if renewed, YSTID would generate approximately \$400,000 on an annual basis, including all participating agencies, for the

promotion of travel and tourism specific to the Yuba-Sutter area.

The renewed YSTID will have a ten (10) year term, beginning April 1, 2022 through March 31, 2032. Once per year, beginning on the anniversary of YSTID renewal, there is a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the YSTID.

The annual assessment rate is two percent (2%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty; stays by any federal, state, county, or city officer or employee when on official business; and stays by any person occupying a room pursuant to an emergency shelter grant from the Red Cross or similar organization as a result of a natural disaster such as a fire or flood.

The cities and counties will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each lodging business in their respective jurisdictions.

If the Resolution of Intention is adopted, the renewal process will be as follows:

Proposed Date	Process
January 19, 2022	Notice: City to mail written notice to the owners of all businesses proposed to be within the renewed YSTID. Mailing notice begins a mandatory 45-day period in which owners may protest renewal.
February 15, 2022	Public Meeting: Allow public testimony on the renewal of YSTID and levy of assessments. No Council action required
March 15, 2022	Public Hearing: If written protests are received from the owners of businesses who will pay more than 50% of the assessments proposed and protests are not withdrawn so as to reduce the protests to less than 50%, no further proceedings shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council. At the conclusion of the public hearing, Council may adopt, revise, reduce, or modify the proposed assessment or the type(s) of improvements and activities to be funded with revenues from the assessments.

Fiscal Impact:

No direct fiscal impacts would result from adopting the Resolution of Intention to Renew the Yuba-Sutter Tourism Improvement District.

Alternatives:

1. Do not adopt the Resolution of Intention to Renew the Yuba-Sutter Tourism Improvement District at this time, and provide direction on how to proceed.
2. Do not adopt the Resolution of Intention to Renew the Yuba-Sutter Tourism Improvement District and end the City's involvement in the YSTID.

Attachments:

1. Resolution of Intention to Renew YSTID
2. YSTID Management District Plan

Prepared By:
Shannon Jones
Administrative Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY DECLARING ITS INTENTION TO RENEW THE YUBA SUTTER TOURISM IMPROVEMENT DISTRICT (YSTID) AND FIXING THE TIME AND PLACE OF A PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE THEREOF

WHEREAS, the City of Yuba City (City) created the YSTID in 2017 by Resolution No. 17-008;
and

WHEREAS, the YSTID was created for a five (5) year term which ends on March 31, 2022; and

WHEREAS, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the City to renew business improvement districts for the purposes of promoting tourism; and

WHEREAS, Yuba Sutter Lodging Association, lodging business owners, and representatives from the City of Yuba City have met to consider the renewal of the YSTID; and

WHEREAS, Yuba Sutter Lodging Association has drafted a Management District Plan (Plan) which sets forth the proposed boundary of the YSTID, a service plan and budget, and a proposed means of governance; and

WHEREAS, the renewed YSTID includes lodging businesses in the cities of Yuba City, Marysville, Live Oak, and Wheatland (cities); and the unincorporated areas of Yuba and Sutter counties (counties); and

WHEREAS, lodging business who will pay more than fifty percent (50%) of the assessment under the YSTID have petitioned the City Council to renew the YSTID.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT:

1. The recitals set forth herein are true and correct.
2. The City Council finds that lodging businesses that will pay more than fifty percent (50%) of the assessment proposed in the Plan have signed and submitted petitions in support of the renewal of the YSTID. The City Council accepts the petitions and adopts this Resolution of Intention to renew the YSTID and to levy an assessment on certain lodging businesses within the YSTID boundaries in accordance with the Property and Business Improvement District Law of 1994.
3. The City Council finds that the Plan satisfies all requirements of Streets and Highways Code § 36622.
4. The City Council declares its intention to renew the YSTID and to levy and collect assessments on lodging businesses within the YSTID boundaries pursuant to the Property and Business Improvement District Law of 1994.
5. The YSTID shall include all lodging businesses located within the boundaries of the boundaries of the cities of Yuba City, Marysville, Like Oak, and Wheatland (cities), and the unincorporated

areas of Yuba and Sutter counties (counties), as shown in the map attached as Exhibit A.

6. The name of the district shall be Yuba Sutter Tourism improvement District (YSTID).
7. The annual assessment rate is two percent (2%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty; stays by any federal, state, county, or city officer or employee when on official business; and stays by any person occupying a room pursuant to an emergency shelter grant from the Red Cross or similar organization as a result of a natural disaster such as a fire or flood.
8. The assessments levied for the YSTID shall be applied toward marketing and sales, sports and outdoor recreation, and transportation and visitor services programs and promotions to market assessed lodging businesses in Yuba Sutter as tourist, meeting, and event destinations, as described in the Plan. Funds remaining at the end of any year may be used in subsequent years in which YSTID assessments are levied as long as they are used consistent with the requirements of this resolution and the Plan.
9. The renewed YSTID will have a ten (10) year term, beginning April 1, 2022 through March 31, 2032 unless renewed pursuant to Streets and Highways Code § 36660.
10. Bonds shall not be issued.
11. The time and place for the public meeting to hear testimony on renewing the YSTID and levying assessments are set for February 15, 2022 at 6:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 1201 Civic Center Blvd, Yuba City, CA 95993.
12. The time and place for the public hearing to renew the YSTID and the levy of assessments are set for March 15, 2022, at 6:00 PM, or as soon thereafter as the matter may be heard, at the Council Chambers located at 1201 Civic Center Blvd, Yuba City, CA 95993. The City Clerk is directed to provide written notice to the lodging businesses subject to assessment of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code § 36623, no later than January 28, 2022.
13. At the public meeting and hearing the testimony of all interested persons for or against the renewal of the YSTID may be received. If at the conclusion of the public hearing, there are of record written protests by the owners of the lodging businesses within the renewed YSTID that will pay more than fifty percent (50%) of the estimated total assessment of the entire YSTID, no further proceedings to renew the YSTID shall occur for a period of one (1) year.
14. The complete Plan is on file with the City Clerk and may be reviewed upon request.
15. This resolution shall take effect immediately upon its adoption by the City Council.

I HEREBY CERTIFY that the foregoing Resolution of Intention was introduced and adopted at a regular meeting of the City Council on the 18th day of January 2022 by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

Dave Shaw, Mayor

ATTEST:

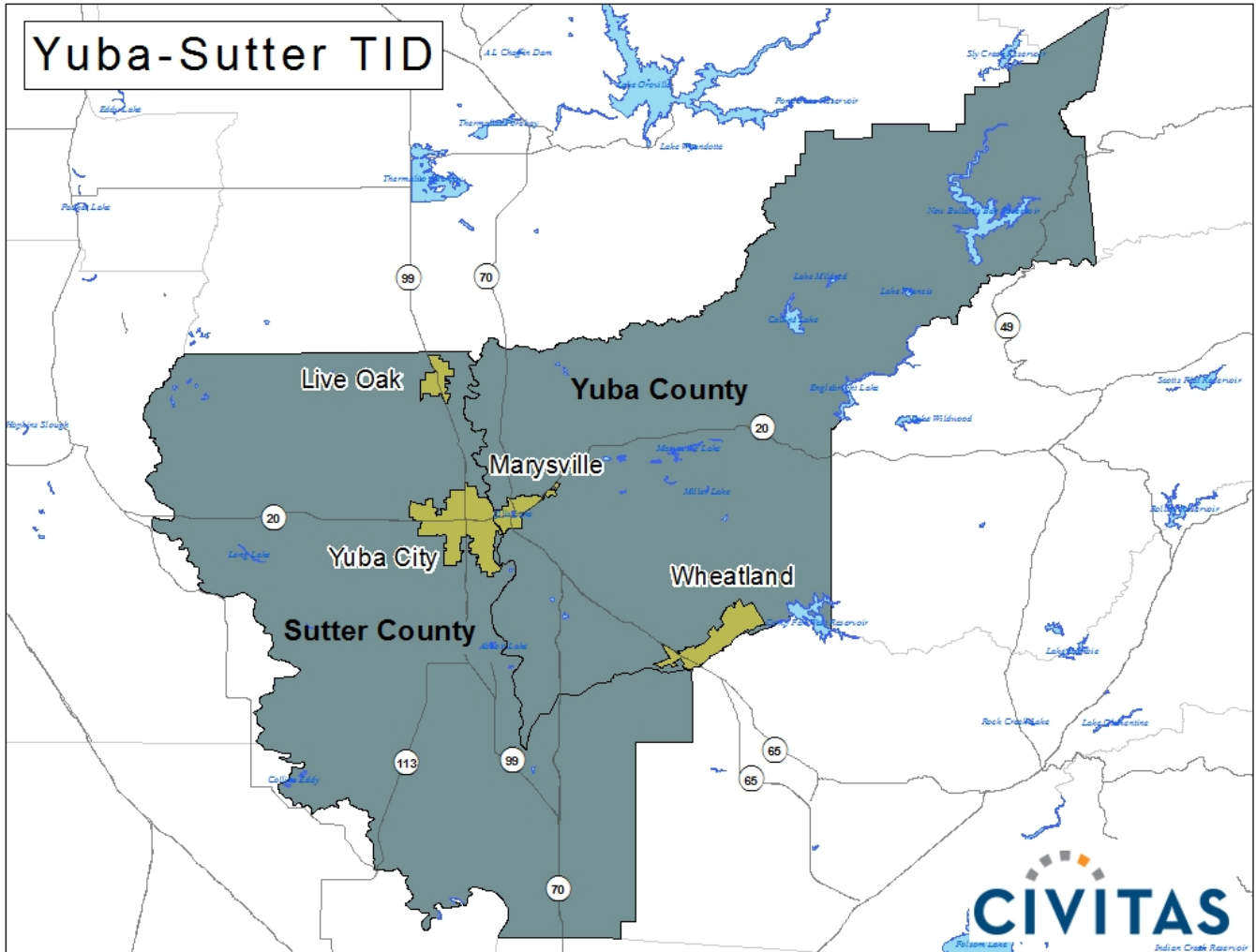
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

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

EXHIBIT A

District Boundaries



ATTACHMENT 2

2022-2032



YUBA-SUTTER TOURISM IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN

*Prepared pursuant to the Property and Business Improvement District Law of
1994, Streets and Highways Code section 36600 et seq.*

July 1, 2021

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Prepared by
Civitas



(800)999-7781

www.civitasadvisors.com



I. OVERVIEW

Developed by Yuba-Sutter Lodging Association (YSLA) and Yuba-Sutter area lodging businesses, the Yuba-Sutter Tourism Improvement District (YSTID) is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors. The YSTID was created in 2017 for a five (5) year term. YSLA and Yuba-Sutter area lodging businesses now wish to renew the YSTID for a ten (10) year term. Pursuant to Streets and Highways Code §36620.5, Yuba City will continue to act as the lead jurisdiction for renewing the YSTID. Yuba City will continue to receive YSTID annual reports.

Location: The YSTID includes all lodging businesses located within the boundaries of the cities of Yuba City, Marysville, Live Oak, and Wheatland (cities); and the unincorporated areas of Yuba and Sutter counties (counties), as shown on the map in Section III.

Services: The YSTID is designed to provide specific benefits directly to payors by increasing demand for room night sales. Marketing and sales, sports and outdoor recreation, and transportation and visitor services programs and promotions will increase demand for overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing demand for room night sales.

Budget: The total YSTID annual assessment budget for the initial year of its ten (10) year operation is anticipated to be approximately \$400,000. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do.

Cost: The annual assessment rate is two percent (2%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty; stays by any federal, state, county, or city officer or employee when on official business; and stays by any person occupying a room pursuant to an emergency shelter grant from the Red Cross or similar organization as a result of a natural disaster such as a fire or flood.

Collection: The cities and counties shall be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the YSTID. The cities and counties shall take all reasonable efforts to collect the assessments from each lodging business.

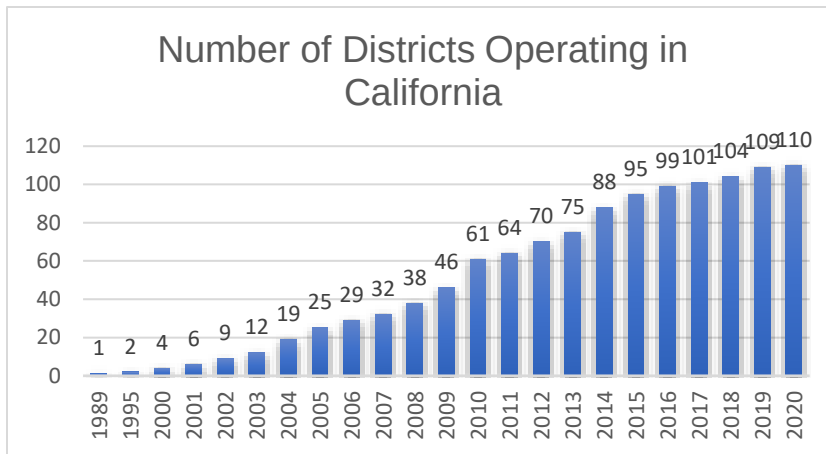
Duration: The proposed YSTID will have a ten (10) year life, beginning April 1, 2022 through March 31, 2032. Once per year, beginning on the anniversary of YSTID renewal, there is a 30-day period in which owners paying more than fifty percent (50%) of the assessment may protest and initiate a Yuba City City Council hearing on YSTID termination.

Management: The Yuba-Sutter Lodging Association shall continue to serve as the YSTID's Owners' Association. The Owners' Association is charged with managing funds and

implementing programs in accordance with this Plan, and must provide annual reports to the Yuba City City Council.

II. BACKGROUND

TIDs are an evolution of the traditional Business Improvement District. The first TID was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TID laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TIDs without a state law.



California's TIDs collectively raise over \$300 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Yuba-Sutter lodging businesses continue to invest in stable, lodging-specific marketing programs.

TIDs utilize the efficiencies of private sector operation in the

market-based promotion of tourism districts. TIDs allow lodging business owners to organize their efforts to increase demand for room night sales. Lodging business owners within the TID pay an assessment and those funds are used to provide services that increase demand for room night sales.

In California, most TIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TIDs:

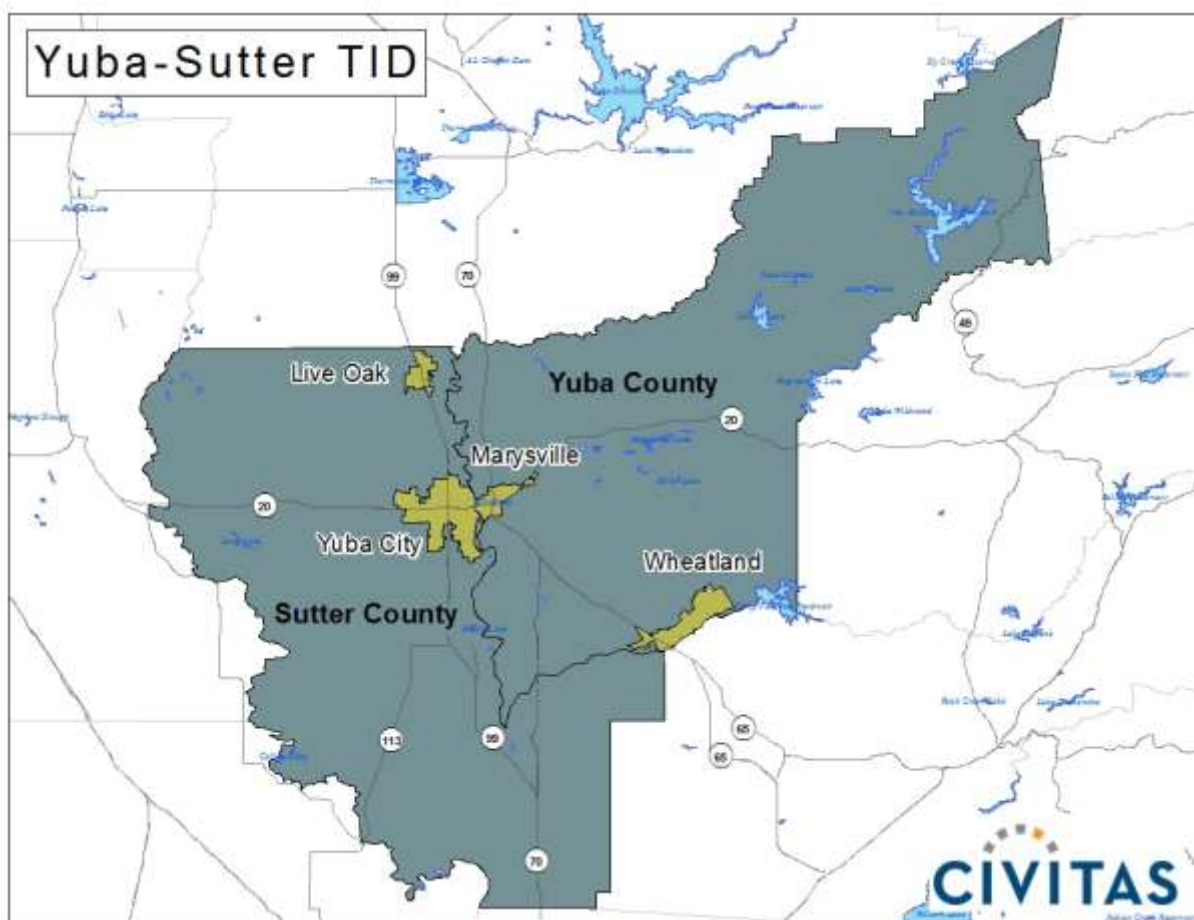
- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

III. BOUNDARY

The YSTID shall include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the cities of Yuba City, Marysville, Live Oak, and Wheatland; and the unincorporated areas of Yuba and Sutter counties.

Lodging business means: any structure, or any portion of any structure, which is occupied or intended or designed for occupancy on a temporary basis for lodging or sleeping purposes. Such term includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodginghouse, roominghouse, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure or portion thereof. Lodging business does not include the following: an organized camp, as that term is defined by Health and Safety Code § 18897; the right of an owner of a timeshare estate in a room or rooms in a timeshare project, or the owner of a membership camping contract in a camping site at a campground, or the guest of the owner, to occupy the room, rooms, or camping site, or other real property in which the owner retains that interest, as provided in Revenue and Taxation Code § 7280; any facilities operated by a local government entity; any campsite excluded from taxation pursuant to Revenue and Taxation Code § 7282; or sites in a privately owned campground or recreational vehicle park.

The boundary, as shown in the map below, currently includes twenty-five (25) lodging businesses. A complete listing of lodging businesses within the renewed YSTID can be found in Appendix 2.



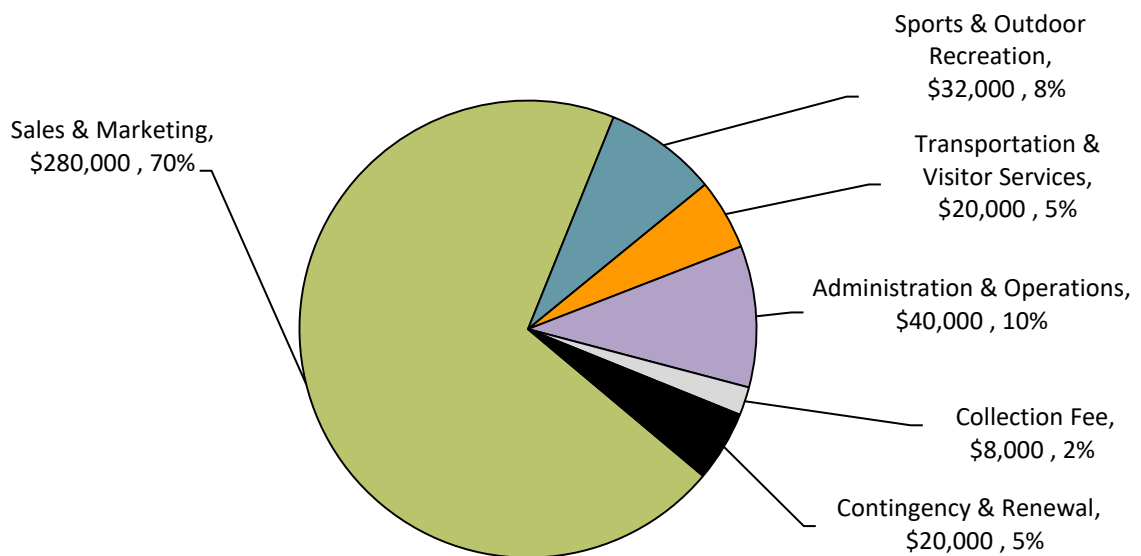
IV. ASSESSMENT BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to Yuba City of conferring the benefits or granting the privileges. The privileges and services provided with the YSTID funds are sales and marketing, sports and outdoor recreation, transportation and visitors services, and operations programs available only to assessed businesses.

A service plan assessment budget has been developed to deliver services that benefit the assessed businesses. A detailed annual assessment budget will be developed and approved by YSLA. The table below illustrates the initial annual assessment budget allocations. The total initial assessment budget is \$400,000.

Initial Annual Assessment Budget - \$400,000



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, Yuba City and the YSLA board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the YSTID, any and all assessment funds may be used for the costs of defending the YSTID.

Each budget category includes all costs related to providing that service. For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The staffing levels necessary to provide the services below will be determined by the YSLA on an as- needed basis.

Sales and Marketing

YSTID Management District Plan
July 1, 2021



A sales and marketing program will promote assessed businesses as tourist, meeting, and event destinations. The sales and marketing program will have a central theme of promoting Yuba-Sutter as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Television and/or radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows, professional industry conferences, and affiliation events to promote assessed businesses;
- Preparation and production of collateral promotional materials such as brochures, visitor guides, flyers and maps featuring assessed businesses;
- Development and implementation of a public relations and communications strategy, inclusive of social media outlets and press release distribution designed to drive overnight visitation at assessed businesses;
- Development of Return on Investment (ROI) analysis on effectiveness of district funds to improve effectiveness and increase demand for overnight visitation at assessed businesses;
- Development of a marketing plan to ensure district funds are strategically spent to market assessed lodging businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses;
- Development and maintenance of a website designed to promote assessed businesses;
- Education of hospitality staff on service and safety (related to alcohol and food) designed to create a visitor experience that will bring repeat visits to assessed businesses;
- Education of lodging business management and the Owners' Association on marketing strategies best suited to meet assessed businesses' needs; and
- Community organization grants to promote events and activities that target potential visitors to drive overnight visitation and room sales to assessed businesses.

Sports and Outdoor Recreation Marketing

A sports and outdoor recreation marketing program will have a central theme of promoting the YSTID as a desirable place for overnight visits by highlighting the sports and outdoor recreation opportunities in Yuba-Sutter.

Transportation and Visitor Services Enhancements

The transportation and visitor services program will fund transportation and visitor services improvements designed to increase room night sales at assessed lodging businesses. Improvements may include:

- Welcome center and visitor kiosk program including a long term ambassador program and new technology-driven visitor information enhancements to drive overnight visitation and room sales to assessed businesses;
- Brand-centric visitor services training programs for both public and private sector staff designed to create a visitor experience that will bring repeat visits to assessed businesses;
- Comprehensive and integrated wayfinding signed systems including signage to parking lots and decks designed to create a visitor experience that will bring repeat visits to assessed businesses;

- Transportation programs connecting hotels and local music venues, sports venues, and other attractions, to increase overnight visitation and room sales to assessed businesses;
- Art and cultural projects, to attract overnight visitors;
- Gateway enhancements, to attract overnight visitation;
- Enhancements to environmental experiences which attract overnight visitors;
- Improvements to existing parks and sports facilities utilized by overnight visitors designed to create a visitor experience that will bring repeat visits to assessed businesses; and
- Infrastructure improvements that enhance Yuba-Sutter's competitive position to attract desirable special events year-round and attract overnight visitors.

Administration and Operations

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, and other general administrative costs such as insurance, audit, legal, and accounting fees.

Contingency/Reserve

The budget includes a contingency line item to account for uncollected assessments, or higher than anticipated program costs, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program or administration costs at the discretion of YSLA. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by YSLA.

Collection Fee

The cities and counties shall retain a fee equal to a two percent (2%) of the amount of assessments collected, to cover collection and administration costs.

B. Annual Budget

The total ten (10) year improvement and service plan budget is projected at approximately \$400,000 annually, or \$4,585,552 through 2032. A similar budget is expected to apply to subsequent years, but this budget is expected to fluctuate as room sales do.

The table below demonstrates the maximum cost of improvements and services over the YSTID's ten (10) year term. A three percent (3%) annual increase in the cost of improvements and services is projected to account for anticipated increases in gross short term room rental revenue as a result of YSTID efforts.

Fiscal Year	Sales & Marketing	Sports & Outdoor Rec	Transportation & Visitor Services	Admin & Operations	Contingency & Renewal	Collection Fee	Total
22/23	\$280,000	\$32,000	\$20,000	\$40,000	\$8,000	\$20,000	\$400,000
23/24	\$288,400	\$ 32,960	\$20,600	\$41,200	\$8,240	\$20,600	\$412,000
24/25	\$297,052	\$ 33,949	\$21,218	\$42,436	\$8,487	\$21,218	\$424,360
25/26	\$305,964	\$ 34,967	\$21,855	\$43,709	\$8,742	\$21,855	\$437,091
26/27	\$315,142	\$ 36,016	\$22,510	\$45,020	\$9,004	\$22,510	\$450,204
27/28	\$324,597	\$ 37,097	\$23,185	\$46,371	\$9,274	\$23,185	\$463,710
28/29	\$334,335	\$ 38,210	\$23,881	\$47,762	\$9,552	\$23,881	\$477,621
29/30	\$344,365	\$ 39,356	\$24,597	\$49,195	\$9,839	\$24,597	\$491,950
30/31	\$354,696	\$ 40,537	\$25,335	\$50,671	\$10,134	\$25,335	\$506,708

31/32	\$365,336	\$ 41,753	\$26,095	\$52,191	\$10,438	\$26,095	\$521,909
Total	\$3,209,886	\$366,844	\$229,278	\$458,555	\$91,711	\$ 229,278	\$4,585,552

C. California Constitutional Compliance

The YSTID assessment is not a property-based assessment subject to the requirements of Proposition 218. The Court has found, “Proposition 218 limited the term ‘assessments’ to levies on real property.”¹ Rather, the YSTID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the YSTID, a “specific benefit” and a “specific government service.” Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, “a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.”² The services in this Plan are designed to provide targeted benefits directly to assessed lodging businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific lodging businesses within the YSTID. The activities described in this Plan are specifically targeted to increase room night sales for assessed lodging businesses within the boundaries of the YSTID, and are narrowly tailored. YSTID funds will be used exclusively to provide the specific benefit of increased room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in YSTID programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this YSTID is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in room night sales. The specific benefit of an increase in room night sales for assessed lodging businesses will be provided only to lodging businesses paying the YSTID assessment, with marketing and sales programs promoting lodging businesses paying the YSTID assessment. The marketing and sales programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed lodging businesses, the administration and contingency services also provide the specific benefit of increased room night sales to the assessed lodging businesses.

Although the YSTID, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, “A specific benefit is not excluded from classification as a ‘specific benefit’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor.”³

¹ *Jarvis v. the City of San Diego* 72 Cal App. 4th 230

² Cal. Const. art XIII C § 1(e)(1)

³ Government Code § 53758(a)

2. Specific Government Service

The assessment may also be utilized to provide, “a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.”⁴ The legislature has recognized that marketing and promotions services like those to be provided by the YSTID are government services within the meaning of Proposition 26⁵. Further, the legislature has determined that “a specific government service is not excluded from classification as a ‘specific government service’ merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor.”⁶

3. Reasonable Cost

YSTID services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the YSLA, and reports submitted on an annual basis to the Yuba City City Council. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from district-funded activities, be featured in advertising campaigns, and benefit from other YSTID - funded services. Non-assessed lodging businesses will not receive these, nor any other, YSTID - funded services and benefits.

The YSTID -funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non- YSTID funds. YSTID funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed businesses.

D. Assessment

The annual assessment rate is two percent (2%) of gross short term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty; stays by any federal, state, county, or city officer or employee when on official business; and stays by any person occupying a room pursuant to an emergency shelter grant from the Red Cross or similar organization as a result of a natural disaster such as a fire or flood..

The term “gross room rental revenue” as used herein means: the consideration charged, whether or not received, for the occupancy of space in a hotel valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. The assessment shall be disclosed as the “YSTID Assessment.” The

⁴ Cal. Const. art XIII C § 1(e)(2)

⁵ Government Code § 53758(b)

⁶ Government Code § 53758(b)

assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for any purposes, including calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Penalties and Interest

The YSTID shall reimburse the cities and counties for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent YSTID assessment are sought to be recovered in the same collection action by the cities or counties, the YSTID shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business which fails to remit any assessment imposed within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. *Continued Delinquency:* Any lodging business which fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.
3. *Fraud:* If the city or county determines that the nonpayment of any remittance due is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties stated in subsections (1) and (2) of this section.
4. *Interest:* In addition to the penalties imposed, any lodging business which fails to remit any assessment imposed shall pay interest at the rate of one percent (1%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
5. *Penalties Merged with Assessment:* Every penalty imposed and such interest as accrues shall become part of the assessment required to be paid.

F. Time and Manner for Collecting Assessments

The YSTID assessment will be implemented beginning April 1, 2022 and will continue for ten (10) years through March 31, 2032. The cities and counties will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each lodging business located in their respective jurisdictions. The cities and counties shall take all reasonable efforts to collect the assessments from each lodging business. The cities and counties shall forward the assessments collected to the Owners' Association.

V. GOVERNANCE

A. Owners' Association

The Yuba City City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the YSTID as defined in Streets and Highways Code §36612. The Yuba City City Council has determined that Yuba-Sutter Lodging Association (YSLA) shall continue to serve as the Owners' Association for the YSTID. The YSLA Board of Directors shall include:

- A minimum of four (4) assessed business owners or their representatives;
- One (1) government representative from Yuba City; and
- One (1) government representative from Sutter County, Yuba County, the City of Marysville, the City of Live Oak, the City of Wheatland or Yuba-Sutter Economic Development Corporation and appointed by either the City Manager or County Administrator.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the YSLA board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

C. Annual Report

The YSLA shall present an annual report at the end of each year of operation to the Yuba City City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2021 SUPPLEMENT ***
(ALL 2020 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.
 - (2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board

of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
 - (1) A map showing the boundaries of the district.
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
 - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.
- (d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

- (e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
- (f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.
- (g) The time and manner of collecting the assessments.
- (h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
- (i) The proposed time for implementation and completion of the management district plan.
- (j) Any proposed rules and regulations to be applicable to the district.
- (k)
 - (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
 - (2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
- (l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.
- (m) In a property-based district, the total amount of general benefits, if any.
- (n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
- (o) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

- (a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
- (b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay

50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.

(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.

(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues

shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Business Name	Jurisdiction	Street Address	City/State/Zip
Town House Motel	Marysville	322 9th Street	Marysville, CA 95901
Americas Best Value Inn	Marysville	721 10th Street	Marysville, CA 95901
Budget Inn	Marysville	230 E Street	Marysville, CA 95901
Motel 6	Marysville	803 E Street	Marysville, CA 95901
Mhc Property Management Db Lake Minden	Sutter County	2 N. Riverside Plaza, Suite 800	Chicago, IL 60606
Butte Star Ranch	Sutter County	8807 S. Butte Rd.	Sutter, CA 95982
Bonanza Inn	Yuba City	1001 Clark Avenue	Yuba City, CA 95991
Econo Lodge	Yuba City	730 N. Palora Avenue	Yuba City, CA 95991
Nice Inn	Yuba City	545 Colusa Avenue	Yuba City, CA 95991
Days Inn	Yuba City	700 N Palora Avenue	Yuba City, CA 95991
Hampton Inn And Suites	Yuba City	1375 Sunsweet Blvd.	Yuba City, CA 95991
Harkey House	Yuba City	212 C Street	Yuba City, CA 95991
California Inn	Yuba City	2129 Live Oak Blvd.	Yuba City, CA 95991
Sutter Hotel Group (Best Western Yuba City)	Yuba City	894 W Onstott Frontage Rd.	Yuba City, CA 95991
Travel Lodge	Yuba City	965 Gray Avenue	Yuba City, CA 95991
Brownsville Motel	Yuba County	8592 La Porte Road	Brownsville, CA 95919
Frenchtown Inn	Yuba County	9858 Frenchtown Dobbins Rd	Oregon House, CA 95962
Collins Lake	Yuba County	7530 Collins Lake Road,	Browns Valley, CA 95918
Willow Creek Campground	Yuba County	17548 State Highway 49	Camptonville, CA 95922
Thousand Trails / Lake Of The Springs	Yuba County	14152 French Town Road	Oregon House, CA 95962
Environmental Alternatives / Lake Francis	Yuba County	13919 Lake Francis Road	Dobbins, CA 95935
Comfort Suites	Yuba County	1034 North Beale Road	Marysville, CA 95901
Peach City Inn	Yuba County	1078 N Beale Rd	Marysville, CA 95901
Rio Inn & Suites	Yuba County	899 North Beale Rd	Marysville CA 95901
Travel Inn & Suites	Yuba County	1111 N Beale Rd	Marysville, CA 95901

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Fire Department
Presentation By: Jesse Alexander

Summary

Subject: Purchase of ESO Fire Records Management Software (RMS)

Recommendation: A. Adopt a Resolution authorizing the sole source purchase of ESO Fire Records Management Software (RMS) and enter into a 60-month advance payment term in the amount of \$152,027.25

B. Authorize the Finance Director to use funds from the American Rescue Plan Act account 2560-69201 in the amount of \$152,027.25

Fiscal Impact: \$152,027.25 American Rescue Plan Act account, 2560-69201

Council's Strategic Goal:

This purchase addresses the City Council's Public Safety Strategic Goal, by replacing an essential software component for the Fire Department.

Purpose:

Purchase of ESO Fire Records Management Software (RMS) to replace the Fire Department's current records management software that retires in December 31, 2022, and to enter into a 60-month advance payment for ESO software.

Background:

In the summer of 2021, the Yuba City Fire Department (YCFD) was informed that our current Fire Records Management Software (FIREHOUSE) would be sunsetting all FIREHOUSE products and customer support in the future. FIREHOUSE records management software is the primary mechanism that the Fire Department uses for tracking all emergency response data, including, but not limited to, fire personnel, time stamps for emergency response, narratives for actions taken during the Incident, fire investigation reports, and all fire inspection records. YCFD was formally notified on October 25, 2021, that sunset of FIREHOUSE would occur on December 31, 2022, and that FIREHOUSE installed on local servers and devices will not receive customer support in 2023. ESO recently purchased FIREHOUSE and decided to retire FIREHOUSE services due to its growing security risk and that it does not meet current National Fire Incident Reporting System (NFIRS) submission rules. In addition

to FIREHOUSE, ESO also purchased Emergency Reporting System (ERS), which is another common records management software utilized by Fire Department agencies. ESO is also informing Fire agencies that ERS is also retiring.

Analysis:

ESO has acquired two of the most common Fire RMS systems with FIREHOUSE and ERS, and thus limiting the options for alternatives; however, this resulted in some benefits for making a transition to ESO. The primary advantage is the transfer and migration of data from FIREHOUSE to ESO, which would prevent the loss of essential records that are required for NIFRS and legal purposes. Yuba City's Computer Automated Dispatch (CAD) requires an interface between CAD and Fire's RMS. Utilizing ESO Fire RMS will allow YCFD to utilize our current interface for FIREHOUSE and thus preventing this additional purchase. ESO Fire RMS is a cloud based, which allows access through a web browser versus a local client that allows for increased security and access when remotely accessing for fire inspections and pre-fire plans.

YCFD and the City's Information Technology Departments recommends to sole-source with ESO Fire RMS and enter into a 60-month advance payment contract. There are one-time and recurring fees for making the transition from FIREHOUSE to ESO Fire RMS; however, there are discounts for migrating from FIREHOUSE to ESO and entering into a long-term contract versus year-to-year. YCFD will receive a reimbursement from our current FIREHOUSE contract; however, the exact amount will not be known until the full transition occurs. Below is a breakdown of costs:

<u>12-Month Contract</u>		<u>60-Month Contract</u>	
Total One-Time Fees:	\$12,875.00	Total One-Time Fees:	\$12,875.00
Total Recurring Fees:	\$34,096.00	Total Recurring Fees:	\$170,480.00
Discounts:	-\$9,915.55	Discounts:	-\$31,327.75
Total Fees:	\$37,055.45	Total Fees:	\$152,027.25

Fiscal Impact:

\$152,027.25 American Rescue Plan Act account, 2560-69201

Alternatives:

- 1) Approve the supplemental appropriation for a 12-month contract with ESO Fire RMS
- 2) Do not approve the supplemental appropriation and direct staff to find an alternative funding source.
- 3) Do not authorize the purchase of ESO Fire RMS.

Recommendation:

1. Adopt a Resolution authorizing the sole source purchase of ESO Fire Records Management Software (RMS) and enter into a 60-month advance payment term in the amount of \$152,027.25.
2. Authorize the Finance Director to use funds from the American Rescue Plan Act account 2560-69201 in the amount of \$152,027.25

Council's Strategic Goal:

This purchase addresses the City Council's Public Safety Strategic Goal, by replacing an essential

software component for the Fire Department.

Attachments:

1. ESO Resolution

Prepared By:
Jesse Alexander
Fire Chief

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE SOLE SOURCE PURCHASE OF ESO FIRE RECORDS
MANDAGMENT SOFTWARE AND ENTER INTO A 60-MONTH ADVANCE
PAYMENT CONTRACT**

WHEREAS, the Yuba City Fire Department is requesting authorization to purchase ESO Fire Records Management Software and enter into a 60-month advance payment contract; and

WHEREAS, the Yuba City Fire Department's current Records Management will retire on December 31, 2022 and no longer be supported by ESO; and

WHEREAS, the Fire Department requests approval to utilize \$152,027.25 from the American Rescue Plan Act for the purchase of ESO Fire Records Management Software; and

WHEREAS, the City has met the requirements to sole source the software purchase pursuant to City Purchasing Policies section 8-8.4.2; and

WHEREAS, the City Council now desires to authorize the sole source purchase of ESO Fire Records Management Software and enter into a 60-month contract

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

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

Section 2. The City Council hereby approves the sole source purchase of ESO Fire Records Management Software. The City Council finds that a sole source award is appropriate on grounds including that ESO is the sole authorized manufacturer the Fire and EMS software, the product is one which Fire Department staff already has familiarity such that retraining costs and time will be reduced, and the requested records management software has unique performance and quality specifications which are essential to Department operations and which are not available in comparable products. The City Council further finds that the proposed price for the records management software is reasonable and the purchase of the records management software is in the best interests of the City. As such, the City Council hereby approves the sole source purchase of ESO Fire Records Management Software through ESO, Inc. The City Manager is authorized to entered into an agreement for the same, in an amount not to exceed \$152,027.25, subject as to approval as to legal form by the City Attorney.

Section 3. The City Council approves the authorization of the Finance Director to use funds from the American Rescue Plan account 2560-69201 in the amount of \$152,027.25.

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 18th day of January, 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Final Financial Report for Fiscal Year Ending June 30, 2021
Recommendation: Note and File the Final Financial Report for the Fiscal Year Ending June 30, 2021
Fiscal Impact: Informational item only

Purpose:

To support City Council's priority of fiscal responsibility by providing City Council with a summary of the final, unaudited, revenue and expenses of the City's major operating funds.

Council's Strategic Goal:

This item addresses the City Council's Strategic Goal of fiscal responsibility.

Background:

Finance provides periodic Financial Reports to City Council to keep them apprised of the City's financial activities along with trends in revenues and expenditures. To help guide the ongoing budget review process and to help make recommendations to the entire City Council, the Council formed a Budget Ad Hoc Committee.

Analysis:

The attached Final Financial Report has been prepared for City Council review for the Fiscal Year Ending June 30, 2021.

Alternatives:

Not applicable

Recommendation:

Staff recommends that the City Council note and file the Final Financial Report for the Fiscal Year

Ending June 30, 2021.

Attachments:

1. QFR 6-30-21

Prepared By:
Spencer Morrison
Finance Director

Submitted By:
Spencer Morrison
Finance Director



Final Financial Report

For Fiscal Year Ending 06/30/21 (Final Year End)

January 18, 2022

OVERVIEW

The field work for the City's independent financial audit for FY 2020-20 was completed during the first two weeks of October. During the months of August and September, a great deal of Finance staff time goes into closing the books and preparing for the arrival of the City's auditors. Finance staff gathers all of the accrual information in accordance with Governmental Accounting Standards. In addition, we analyze the components that make up the City's assets, liabilities, revenues, expenditures and fund balances to ensure everything is properly accounted for. City staff attempts to review activity from an auditor's perspective prior to the arrival of the City's independent auditors. This is beneficial because it makes the performance of the audit much smoother for the City's auditors, City staff, and other departments throughout the City. Finance makes the effort to ensure that the City has no material misstatements in the pre-audit balances which are provided to the auditors. As stated, the audit fieldwork was completed in the first two weeks of October, the auditors made very few adjustments to the City's records.

In this Financial Report, any use of reserves to fund operations will be consistently referred to as *reserves*, not to be confused with revenues. Revenues are generated through operational charges for services or tax sources, not from spending fund balances accumulated in previous years to finance current expenditures.

This Final Financial Report for the fiscal year ending June 30, 2021, includes only the major operating funds of the City: the general fund, the water fund and the wastewater operating fund.

GENERAL FUND

General Fund Financial Condition.

The original adopted budget for FY 2020-21 included revenues of \$43.2 million and expenditures of \$45.0 million resulting in a deficit on a budgetary basis of \$1.8 million. We then added just over \$1.6 million in grant carryover and new grant revenue supplemental appropriations and \$2.0 million in expenditure supplemental appropriations throughout the year as we began to see the economic outlook improve. City

staff expected to end the fiscal year with a surplus because staff anticipated there would be budgetary savings due to vacant positions throughout the City which create onetime savings along with budgetary savings in materials, supplies, and services accounts.

Throughout the fiscal year, adjustments are approved by City Council increasing the total final adopted budget amounts. Below is a summary of the significant adjustments increasing appropriations during FY 2020-21:

PERS Supplemental UAL Payment	\$ 500,000
Strike Team Overtime Appropriation	597,948
Encumbrances 6/30/2020	350,187
Grants Carried Over From 6/30/2020	474,340
New Grant Appropriations	280,572
Other Miscellaneous Small Changes	120,043
	<u>\$ 2,323,090</u>

During FY 2020-21, budget priorities focused on investing in general fund infrastructure, reduction of our unfunded pension liabilities, providing City services to all City residents, setting aside funds for economic development, and planning for more broadly distributed employee salary increases as staff salaries had remained fairly static for many years.

As the City looks toward the future, we will continue our fiscally conservative financial planning. The year-end results of operations show the general fund once again with a surplus from vacant positions and other budgetary savings. However, this is onetime savings and will not help balance budgets in future fiscal years. Additionally, there are a significant list of fiscal needs that compete for those fiscal year-end dollars. The transfers out from the general fund based on the year-end surplus per the FY 2021-22 Budget Resolution included the following items:

Transfers Out FY 2020-21:

Transfer to General CIP Fund	\$ 2,686,263
Transfer to Pension Trust Fund	2,121,263
PERS Add'l Discretionary Paymnt	500,000
Veh. Maint. Fund & Technology	97,300
LLMD 1B Deficit Balance	7,900
	<u>\$ 5,412,726</u>

As part of the adopted landscape and lighting maintenance budgets, City Council authorized \$7,900 to be transferred from the general fund to district 1B to cover an ongoing operational deficit to keep up the appearance of one of the City's gateways. This district denied adding cost of living increases during an earlier Proposition 218 balloting. Thereafter, the remaining \$5,307,526 was split and half was transferred to the general unallocated CIP fund for future use and allocation and half was transferred to the City's Pension Stabilization Trust to offset the unfunded pension liability. The remaining fund balance is equal to 15 percent of the FY 2021-22 appropriations in accordance to the City's budget policy.

FY 2020-21 governmental and business operations continue to be impacted by the global, coronavirus pandemic—COVID-19. While sales tax revenues continued to buoy the City's revenues, the unpredictability and uncertainty of future operating costs and revenue shortfalls related to the pandemic response, supply-chain disruptions, and policy changes at the local, state, and federal levels has added to uncertainty. Much of the City's surplus is due to the robust automobile sales segment, which may be subject to large declines in coming months due to ongoing supply-chain issues.

The budgetary impact resulting from the CalPERS Board's approval of reducing the discount rate from 7.5 percent to 7.0 percent continues to factor into budget decisions. Recent double-digit investment earning for CalPERS will certainly trigger the Funding Risk Mitigation Policy that will automatically reduce the discount rate from 7.0 percent to something less—perhaps 6.5-6.8 percent. This will have an impact on the City's unfunded actuarial liability, but will be funded by the gains experienced by such large investment returns, a wash for the City. The FY 2023-24 actuarial report will reflect these changes. The revised estimated citywide impact is an increase from \$10.0 million in total retirement costs for FY 2020-21 to a projected \$12.7 million in FY 2027-28 based on the CalPERS actuarial reports released in July, 2021. The total increase in projected retirement costs for the City's general fund through FY 2026-27, based on the most recent actuarial reports, is \$3.3 million.

The City continues to update its long-range financial model in order to plan for these excessive impacts. Long-term however, revenue growth is not anticipated to keep pace with the significant growth in CalPERS retirement cost increases. Other monetary options have been and will continue to be considered. All jurisdictions in the State of California are facing a similar financial burden; Yuba City is not alone in this regard. What this means: the CalPERS retirement system as it exists today is not sustainable for some agencies. City staff follows the issue discussions about additional options which will lessen the burden in future years. An example of such an option is the addition of another layer of pension reform which would convert all classic CalPERS employees over to a less generous formula similar to PEPPRA employees for future service credit as of a set date in the future. Many options continue to be discussed

by specific groups throughout the state of California at this time.

In the past several years, the City experienced more vacancy savings than was historically seen in the ten previous years. For FY 2020-21, the general fund salaries and benefits savings was just under \$1.3 million. Finance typically attributes the perennial vacancy savings to two things: 1) Employees who reach eligible retirement age begin drawing CalPERS retirement while going back to work in a non-PERS employment arrangement; and 2) The City has provided an increase in salaries for most employees totaling only seven percent in the past ten years. Human Resources is actively recruiting to fill all vacancies throughout the City, and continues to focus on hiring quality team members for our agency.

General Fund Summary.

A summary of the results of FY 2020-21, are as follows:

	Budget	Actual	Percent
Revenues	\$ 48,510,105	\$ 50,322,851	103.7%
Expenditures	(47,343,071)	(44,375,552)	93.7%
Operating Surplus/(Deficit)	1,167,034	5,947,299	
Transfers Out	(5,412,726)	(5,412,726)	
Plus Beginning Fund Balance	6,752,997	6,752,997	
Balance 6-30-21	\$ 2,507,305	\$ 7,287,570	-

On a budgetary basis, the City would have ended the year with a \$1.8 million operating deficit. In reality, the actual results of operations at the end of the year resulted in the City having a nearly \$6.0 million surplus. This difference is because expenditures came in under budget by \$2.9 million and revenues were over budget by \$1.8 million. In expenditures, there was salaries and benefits savings of \$1.2 million, mostly from vacant positions throughout the year; \$1.1 million in materials, supplies and services savings; \$15,636 in capital acquisitions savings; and \$496,679 in grant expenditures were budgeted, but not expended, which will roll forward to FY 2021-22. For comparison purposes, the amount of vacancy savings for FY 2019-20 was \$2.3 million.

The City monitors and tracks vacant positions quarterly. In reviewing the vacancy lists, it is clear that vacant positions are being filled, but turnover in staffing continues. For perspective, in June, 2017, there were 36 vacant positions in the general fund which represented 15.2 percent of the authorized full-time equivalent general fund positions. The total amount budgeted for these vacancies was \$4.2 million. In July, 2018, the number of vacant positions in the general fund declined to 21, with a total budgeted cost of \$2.2 million. By February, 2019, the number of vacancies in the general fund had declined to 10, with a budgeted cost of \$1.3 million. By June, 2019, the number of vacancies increased back up to 15 positions with a budgeted value of \$2.2 million. The declining trend in the number of vacancies would have continued, along with declining budgetary savings had it not been for the pandemic slowing hiring through proactive budget savings measures or due to shifting priorities to COVID-19 response and difficulty in conducting hiring during these times. It is also important to recognize

that not all of the savings from vacancies is realized for public safety personnel as necessary shifts are covered through the use of overtime, thereby reducing savings in order to continue service levels. As stated previously, the Human Resource department continues to place a high priority on recruiting and filling vacant positions.

As part of adopting the FY 2021-22 budget, City Council affirmed the budget policy which splits any amount of revenues in excess of expenditures at the end of the year (after transfers outlined in the budget resolution) to the City's general unallocated capital improvement fund (CIP) account for future capital projects. City Council has placed the funding of the pension stabilization account on hold until long-term financial impacts from the pandemic are clear.

For FY 2020-21, the City transferred out \$5.3 million to be used in future years for general fund capital infrastructure projects and for allocated uses deferred such as pension stabilization. During the recession, only the highest priority general fund infrastructure projects were funded, depleting reserves. The City has been unable to set aside sufficient capital funds for infrastructure replacement and renewal needs. As of June 30, 2021, the City has \$4.8 million in unrestricted general capital improvement project dollars available after deducting the \$1.9 million allocated for general fund CIP projects included in the adopted FY 2021-22 CIP budget. Staff has recommended that a minimum balance of \$500,000 be maintained for urgent or emergency facility needs. Long-term, there is a need to address finding additional revenue sources in order to meet the infrastructure renewal and replacement needs for the City's aging facilities.

Revenues.

The City's top ten revenues account for almost 95 percent of total General Fund revenues; as such, they provide a very good summary of our revenue position.

Fiscal year end is a good time to not only compare budget vs. actual for the fiscal year, but also to compare the actual results of operations for two fiscal years. This is shown in the tables below for the top ten general fund revenues.

Top Ten Revenues	Budget	Actual	% Received
Property Taxes	\$ 14,215,500	\$ 14,464,400	101.8%
Sales Tax	15,637,600	17,146,189	109.6%
Business Licenses	1,137,700	854,015	75.1%
Franchise Fees	1,921,200	1,963,163	102.2%
Hotel/Motel Surcharge	956,000	1,167,422	122.1%
Building Permits	1,050,000	894,002	85.1%
Police Special Services	200,000	178,734	89.4%
CSA "G" Fire Contract	835,600	838,155	100.3%
Recreation Fees	750,000	376,459	50.2%
Operating Transfers	9,582,763	8,753,336	91.3%
Total	\$ 46,286,363	\$ 46,635,874	100.8%

Top Ten Revenues	FY 19-20	FY 20-21	% Change
Property Taxes	\$ 13,965,655	\$ 14,464,400	3.6%
Sales Tax	14,274,066	17,146,189	20.1%
Business Licenses	1,374,704	854,015	-37.9%
Franchise Fees	1,881,145	1,963,163	4.4%
Hotel/Motel Surcharge	1,106,889	1,167,422	5.5%
Building Permits	1,395,037	894,002	-35.9%
Special Police Services	197,939	178,734	-9.7%
CSA "G" Fire Contract	844,968	838,155	-0.8%
Recreation Fees	430,678	376,459	-12.6%
Operating Transfers	8,173,799	8,753,336	7.1%
Total	\$ 43,644,880	\$ 46,635,874	6.9%

▪ **Property Tax.** Property tax receipts experienced a 3.6 percent increase, \$498,745, in the current fiscal year over the previous year. Budget projections were based on an estimated increase of 0.2 percent. Final assessed values increased by 4.6 percent for the general fund, as provided by the Sutter County Auditor-Controller's Office. With the increase in assessed values being 4.6 percent, the City would have expected to see an increase equivalent to about that percentage, or slightly higher than the 3.6 percent actually received. Actual receipts were \$248,900 more than budgeted.

▪ **Sales Tax.** Sales tax revenues are \$1.5 million more than budgeted and \$2.9 million, or 20.1 percent higher, than FY 2019-20. The FY 2020-21 budget projections for a 15 percent decrease from the FY 2019/20 budget were developed with a lack of information on the ongoing impacts of the COVID-19 pandemic on the local economy and with dire forecasts and projections from cities across the nation and state. After the budget was adopted, however, actual results showed a different outcome. Actual sales tax receipts for the most recent four quarters resulted in an average increase of 24.8 percent on a cash basis and 17.1 percent on an adjusted basis compared to the same quarters of the previous year. The big difference in cash basis vs. adjusted basis is due to the governor's executive order N-40-20 which created a business payment deferral program, along with the delays in the California Department of Tax and Fee Administration's (CDTFA) processing of tax returns during their software conversion. The City continues to benefit from the Wayfair Decision which defines the taxable point of sale as the online customers' county and online retailers must now remit sales taxes based on the laws of that jurisdiction.

Sales tax continues to be volatile from quarter to quarter, making it difficult to predict. The chart below shows changes in sales tax revenues compared to the same quarter of the previous year, both on a cash basis and on an adjusted basis. The amounts received on a cash basis are important to the City because it represents revenues flowing into our bank account that we can use to pay employees and vendors of the City. The adjusted basis data is also important to evaluate as it is the "true" amount of increase or decrease from the same quarter of the previous year on an audited basis after factoring in accounting adjustments. Accounting adjustments are made by the CDTFA and include such items as a retailer who misses a payment one quarter and then pays

a double payment the following quarter. The adjusted amounts factor in these differences from quarter to quarter.

	Cash Basis	Adjusted Basis
Jul-Sep 17	9.4%	6.9%
Oct-Dec 17	5.0%	2.8%
Jan-Mar 18	-0.4%	6.2%
Apr-Jun 18	-10.0%	10.0%
Jul-Sep 18	15.9%	1.9%
Oct-Dec 18	6.0%	3.9%
Jan-Mar 19	12.6%	1.4%
Apr-Jun 19	14.5%	1.2%
Jul-Sep 19	-9.6%	0.5%
Oct-Dec 19	2.2%	-0.4%
Jan-Mar 20	-16.5%	-4.1%
Apr-Jun 20	14.1%	1.5%
Jul-Sep 20	18.2%	12.7%
Oct-Dec 20	6.9%	10.1%
Jan-Mar 21	45.2%	21.3%
Apr-Jun 21	19.4%	24.1%

▪ **Business Licenses.** Business licenses are renewed in January of each year. Revenues were \$283,685 less than budget estimates, and were 37.9 percent lower, or \$520,689 less than the prior year. This is largely attributable to enforcement action by City staff and in some small part the business license audit conducted in FY 2019-20 to ensure that all businesses operating in Yuba City are doing so with a valid business license in order to create equality. This program was put on hold during the pandemic due to staffing issues.

▪ **Franchise Fees.** The City receives franchise fees from PG&E, Recology, AT&T and Comcast; the fees are based upon a percentage of their revenues. Actual receipts were \$41,963 more than budgeted, and \$152,963 more than the prior year budget. This was an increase of 8.5 percent. The FY 2020-21 budget estimated an increase of 6.0 percent.

▪ **Hotel/Motel Surcharge.** Surcharge revenues were \$211,422 more than budgeted and \$60,533 more than the previous year actuals. Travel and leisure services were hit especially hard by the pandemic response which included travel and gathering restrictions, so the gradual opening of the economy in 2021 brought better revenue to the sector.

▪ **Construction Permit Fees.** Building Permit revenues were \$155,998 less than budgeted and \$501,035 less than the previous year. These revenues are difficult to project and are driven by the level of construction occurring locally. Developers and builders began planning more projects and pulled more permits in FY 2019-20.

▪ **Special Police Services.** Special police service revenues were \$21,266 less than budgeted and \$19,205 less than the prior year.

▪ **CSA "G" Fire Contract.** The City receives these funds for fire services to the unincorporated area that was formerly served by the Walton Fire Protection District. These revenues were \$2,555 higher than budgeted and \$6,813 less than the previous year.

▪ **Recreation Fees.** Service fees received through the end of the fiscal year were \$373,541 less than budgeted and \$54,219 less than the previous year. The pandemic response has limited the ability to gather and take part in recreation classes.

▪ **Operating Transfers.** The General Fund receives reimbursement for operating costs associated with support services provided to the water and wastewater utilities as well as other fund transfers. Actual transfers for reimbursements to the general fund were \$829,427 less than budgeted due to reimbursements for staff time spent on various capital projects being less than originally budgeted. The shortfall was due to vacancies in the Public Works Engineering division which caused staff to charge less time to capital projects. There was an offsetting expenditure savings of \$461,555 from the vacant positions. The remaining transfers are within budgetary expectations.

Expenditures. Operating costs are less than budgetary expectations when the original budget was adopted and significantly less than the amended budget as adjusted for supplemental appropriations during the fiscal year. Compared to final general fund appropriations, the savings generated is a combination from all categories. There was \$1.3 million in savings in salaries and benefits (plus \$41,614 applicable to grant programs). Just under 94.0 percent of the total budgeted for salaries and benefits was expended. Materials, supplies and services had savings of \$1.0 million and was expended at 90.8 percent of the amount budgeted. Capital acquisitions had \$323,515 in unexpended grant activities that will carry over to FY 2021-22. Please see additional information below showing the expenditure summaries. Summaries are included comparing final budgeted vs. actual expenditures both by department and by category.

Expenditures	Budget	Actual	% Expended
City Council	\$ 154,714	\$ 132,565	85.7%
City Attorney	250,000	357,691	143.1%
City Manager	501,022	647,140	129.2%
Finance/IT	2,850,557	2,756,132	96.7%
City Treasurer/City Clerk	49,336	49,043	99.4%
Human Resources	1,087,689	775,430	71.3%
Development Services	1,563,640	1,309,806	83.8%
Public Works	5,307,204	4,424,990	83.4%
Police	18,171,943	17,503,224	96.3%
Fire	11,802,831	12,111,688	102.6%
Animal Control Services	894,842	733,966	82.0%
Economic Development	306,498	84,307	27.5%
Contingency	38,096	38,096	100.0%
Non-Departmental Misc.	282,900	163,636	57.8%
Community Services	3,984,500	3,287,839	82.5%
Total General Fund	\$ 47,245,771	\$ 44,375,552	93.9%

	Budget	Actual	Savings	% Expended
Salaries & Benefits	\$ 35,744,309	\$ 34,459,652	\$ 1,284,657	96.4%
Heat & Power	359,848	491,536	(131,688)	136.6%
Telephone	213,437	233,727	(20,290)	109.5%
Postage & Freight	119,823	114,392	5,431	95.5%
Advertising	68,100	43,177	24,923	63.4%
Forms & Supplies	147,346	104,638	42,708	71.0%
Printing & Binding	83,293	41,834	41,459	50.2%
Professional Services	2,823,804	2,229,316	594,488	78.9%
Professional Development	197,478	53,453	144,025	27.1%
Dues & Subscriptions	104,658	112,400	(7,742)	107.4%
Rental Bldg./Equipment/Land	1,025	499	526	48.7%
Equipment O & M	427,787	400,669	27,118	93.7%
Special Equipment O & M	123,277	141,972	(18,696)	115.2%
Vehicle & Special Equipment	2,115,697	2,005,048	110,649	94.8%
Buildings & Facility O & M	893,510	868,151	25,359	97.2%
Chemicals	37,000	25,238	11,762	68.2%
Tools, Supplies & Equipment	243,788	184,370	59,418	75.6%
Other Materials & Supplies	262,899	92,887	170,012	35.3%
Training Programs	204,195	164,744	39,451	80.7%
Water	180,165	226,210	(46,045)	125.6%
Uniform Clothing	76,338	63,023	13,315	82.6%
Liability Insurance	924,582	924,582	-	100.0%
Debt Service	724,482	703,069	21,412	97.0%
Contingency	38,096	38,096	-	100.0%
Technology Replacement ISF	421,703	421,703	-	100.0%
Recreation Programs	195,590	49,756	145,834	25.4%
Equipment & Vehicle Purchase	513,542	181,410	332,131	35.3%
Total General Fund	\$ 47,245,771	\$ 44,375,552	\$ 2,870,219	93.9%

The savings from unexpended appropriations as of June 30, 2021, can be misleading. It gives the impression that the City was under budget by \$2.9 million. This is not the full story as there was \$509,192 in encumbrance carryovers for general fund purchase orders outstanding at year end which roll over into the next fiscal year and are in essence monies spent out of the current fiscal year budget. In addition, City Council approved grant funded programs, which were not fully spent during the fiscal year, and will therefore also roll over into the next year. These total \$496,679 at the end of FY 2020-21. The general fund savings for unexpended appropriations that will not carryover and be spent in the following fiscal year is as large as it has been in recent years due to greater vacancies and savings through reduced activities during the pandemic response and amounts to \$2.4 million.

Comparing actual expenditures for FY 2019-20 to FY 2020-21 indicate that expenditures increased by approximately \$1.0 million, or 2.4 percent.

Expenditures	FY 19-20	FY 20-21	Change
City Council	\$ 133,532	\$ 132,565	\$ (967)
City Attorney	359,432	357,691	(1,741)
City Manager	746,876	647,140	(99,736)
Finance/IT	2,655,496	2,756,132	100,637
City Treasurer/City Clerk	29,718	49,043	19,324
Human Resources	855,686	775,430	(80,256)
Development Services	1,571,232	1,309,806	(261,426)
Public Works	4,322,703	4,424,990	102,286
Police	15,651,276	17,503,224	1,851,948
Fire	12,370,802	12,111,688	(259,114)
Animal Control Services	841,007	733,966	(107,042)
Economic Development	88,875	84,307	(4,568)
Contingency	18,524	38,096	19,571
Non-Departmental Misc.	265,684	163,636	(102,048)
Community Services	3,432,825	3,287,839	(144,985)
Total General Fund	\$ 43,343,669	\$ 44,375,552	\$ 1,031,883

Comparing expenditures by category to those of the previous year shows the changes in types of expenditures made in FY 2020-21.

	FY 19-20	FY 20-21	Change
Salaries & Benefits	\$ 33,033,925	\$ 34,459,652	\$ 1,425,727
Heat & Power	546,464	491,536	(54,927)
Telephone	207,363	233,727	26,364
Postage & Freight	113,010	114,392	1,381
Advertising	45,613	43,177	(2,435)
Forms & Supplies	119,610	104,638	(14,972)
Printing & Binding	64,428	41,834	(22,594)
Professional Services	2,876,333	2,229,316	(647,017)
Professional Development	107,867	53,453	(54,415)
Dues & Subscriptions	101,391	112,400	11,009
Rental Bldg./Equipment/Land	3,401	499	(2,901)
Equipment O & M	358,255	400,669	42,414
Special Equipment O & M	123,149	141,972	18,823
Vehicle & Special Equipment	1,971,621	2,005,048	33,426
Buildings & Facility O & M	767,719	868,151	100,433
Chemicals	24,302	25,238	935
Tools, Supplies & Equipment	234,739	184,370	(50,369)
Other Materials & Supplies	103,407	92,887	(10,521)
Training Programs	171,615	164,744	(6,871)
Water	191,322	226,210	34,888
Uniform Clothing	89,033	63,023	(26,011)
Liability Insurance	594,566	924,582	330,016
Debt Service	680,328	703,069	22,741
Contingency	2,376	38,096	35,719
Technology Replacement ISF	468,388	421,703	(46,685)
Recreation Programs	140,277	49,756	(90,522)
Equipment & Vehicle Purchases	203,166	181,410	(21,755)
Total General Fund	\$ 43,343,669	\$ 44,375,552	\$ 1,031,883

ENTERPRISE FUNDS

The following summarizes year-end revenues, expenditures and changes in current assets and liabilities for the enterprise funds. Current assets and liabilities are used as a measurement tool as the net of these two are the resources available to pay for operating expenses and capital infrastructure project funding.

Water Fund

	Budget	Actual	Percent
Balance, Start of Year	\$ 25,009,788	\$ 25,009,788	-
<i>Revenues</i>			
Operating	17,742,700	18,100,752	102.0%
Capital	450,000	394,168	87.6%
SRF Surcharge	655,000	679,634	103.8%
Sub-Total Revenues	18,847,700	19,174,554	101.7%
<i>Expenditures</i>			
Operating Programs	(10,348,331)	(9,587,539)	92.6%
Capital Equipment	(50,366)	(42,012)	83.4%
CIP Contributions	-	-	
Debt Service	(3,674,883)	(3,203,871)	87.2%
Sub-Total Expenditures	(14,073,580)	(12,833,422)	91.2%
Balance	\$ 29,783,908	\$ 31,350,920	-

CIP Projects	\$ 15,005,310	\$ 8,305,160	55.3%
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The Water Fund operating revenues ended the year \$358,052 higher than budgeted, about 2.0 percent more than expected. The increase is entirely attributable to water rate increases and revenues exceeding budget estimates for water sales to customers.

Capital connection fee revenues were below budget estimates by \$27,007. Water main extension fees were below budget estimates by \$4,521, and water connection fee revenues were less than budget estimates by \$49,759, and water meter materials exceeded budget projections by \$6,800.

Operating expenditures ended the year \$1,240,158, or 8.8 percent under budget. Current year budgetary savings occurred in the following categories and amounts:

- \$507,720 Salaries & benefits
- \$122,883 Professional services
- \$136,708 Special Equipment O & M
- \$123,495 Buildings & facility O & M
- \$159,000 Chemicals
- \$50,366 Capital equipment

With total FY 2019-20 operating expenditures for the Water Fund equal to \$8,757,865, the current year-end results represent an increase in expenses of \$829,674, or approximately 9.0 percent, higher than the previous year. Comparing the category totals of FY 2019-20 expenses to FY 2020-21, the largest changes were in the following areas and amounts:

- (\$421,193) Salaries & benefits
- (\$142,442) Heat & power
- \$41,320 Dues & Subscriptions
- \$74,235 Special equipment O & M
- (\$70,166) Vehicle & special equip.
- \$121,735 Chemicals
- \$85,300 Cost allocation charges

City Council adopted new water and wastewater rates on June 21, 2016 in accordance with a Proposition 218 protest hearing process. The water rate increase included a 29 percent adjustment in the monthly base rate with no increase to the volumetric charge the first year. For FY 2017-18, both the monthly base rate and the volumetric rate were increased by an amount less than the Proposition 218 maximum at 17 percent. The rate increase was effective July 1, 2017 so that the higher rate would be collected for the entire fiscal year. Effective July 1, 2018, City Council once again set water rates at a level below the Proposition 218 maximum. They increased both the base monthly rate and the consumption rate by 10 percent for FY 2018-19. City Council voted to not increase water rates for FY 2019-20, then again in FY 2020-21.

Wastewater Fund

	Budget	Actual	Percent
Balance, Start of Year	\$ 24,505,574	\$ 24,505,574	-
<i>Revenues</i>			
Operating	18,058,200	17,854,761	98.9%
Capital	493,200	712,725	144.5%
Sub-Total Revenues	18,551,400	18,567,486	100.1%
<i>Expenditures</i>			
Operating Programs	(12,320,879)	(10,556,111)	85.7%
Capital Equipment	(87,170)	(87,170)	100.0%
Debt Service	(3,255,038)	(3,279,296)	100.7%
Sub-Total Expenditures	(15,663,087)	(13,922,578)	88.9%
Balance	\$ 27,393,886	\$ 29,150,482	-

CIP Projects	\$ 11,852,000	\$ 7,007,319	59.1%
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Wastewater operating revenues were below budget estimates by \$203,439, or 1.1 percent. The decrease is attributable to revenues falling short of budget estimates in the following areas:

- (\$96,650) Sewer service charges
- (\$182,124) Septage charges
- (\$33,181) Sewer – lab testing

Capital related revenues were \$219,525 more than budgeted and largely attributable to the following differences:

- \$246,257 Capital connection fees
- (\$40,000) Sewer main extension fees
- (\$14,634) Special connection fees
- \$27,902 Investment income

Operating expenditures were \$1,764,768, or 14.3 percent, less than budgeted. Budget savings occurred in the following categories and amounts:

- \$490,446 Salaries & benefits
- \$136,636 Heat & power
- \$361,400 Professional services
- \$59,129 Dues & subscriptions

- \$192,581 Special equipment O & M
- (\$17,273) Buildings & facility O & M
- \$281,199 Chemicals

With total FY 2020-21 operating expenditures for the Wastewater Fund equal to \$10,556,111, the current year-end results show a decrease in expenditures of \$105,743, or 1.0 percent less than the previous year. The changes compared to the prior year were in the following categories and amounts:

- (\$18,855) Salaries & benefits
- (\$24,208) Heat & power
- \$362,204 Professional services
- (\$61,115) Dues & subscriptions
- \$81,826 Special equipment O & M
- \$6,340 Chemicals
- \$126,000 Cost allocation charges

The rate study conducted in accordance with Proposition 218 requirements included the City's wastewater operations. The study recommended a 10 percent increase each fiscal year in order to fund budgetary needs including operating costs, debt service, and infrastructure renewal and replacement. The recommended 10 percent increase was implemented for both FY 2016-17 and FY 2017-18. Rates are reviewed as part of the budget process and are brought back to City Council for annual consideration. An effort is made to recommend a rate for adoption that is less than the Proposition 218 maximum. For FY 2018-19, City Council increased wastewater rates by 8 percent, less than the Proposition 218 authorized amount of 10 percent. In June, 2019, after reviewing wastewater rates, City Council did not increase rates for FY 2019-20 and decided on no increases in FY 2020-21.

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Annual Sacramento Metro Chamber Capitol-to-Capitol Legislative Program in Washington DC

Recommendation: Determine which Councilmembers will participate in the Sacramento Metro Chamber's Annual Cap-to-Cap Legislative Program and authorize the Finance Director to make a supplemental appropriation from unallocated General Fund to Account No. 1110-62801 (Professional Development)

Fiscal Impact: Registration cost is \$4,495 for single occupancy/one participant, which includes airfare and the hotel. Additional costs will include transportation and meals. There is currently \$6,775 available in Account No. 1110-62801 (Professional Development) so a supplemental appropriation will be required.

Purpose:

To represent the City's interests at the federal level through a joint and cooperative effort with regional agencies.

Council's Strategic Goal:

Council participation in Cap-to-Cap supports all four of the City Council's Strategic Goals as they will be able to advocate on behalf of the City for Public Safety, Business Friendly practices, Fiscal Responsibility, and improvements to Infrastructure.

Background:

Almost every year since 1970, the Sacramento Metro Chamber has coordinated a delegation from the six-county Capital region to participate in a capitol-to-capitol legislative program to advocate at the federal level on local and regional issues. Since 2011, the City of Yuba City has sent a delegation primarily consisting of the Mayor, Vice Mayor and a staff member. There have been years where additional Councilmembers have attended due to their appointment to certain boards, such as the Sutter Butte Flood Control Agency and the Sacramento Area Council of Governments.

Analysis:

Currently, the City does not contract with a state or federal lobbyist. Participation in the Sacramento Metro Chamber's Annual Cap-to-Cap Legislative Program (Cap-to-Cap) provides the City with an

opportunity to have the entire six-county Sacramento region support local Yuba City and Yuba-Sutter region issues. Participants are organized into teams for advocacy appointments that cover the following areas:

- Air Quality
- Civic Amenities
- Community Development
- Economic Development
- Flood Protection
- Food & Agriculture
- Health Care
- Land Use & Natural Resources
- Public Safety
- Transportation
- Water Resources
- Workforce & Education

Cap-to-Cap is scheduled for April 30 - May 4 in Washington DC. Staff is requesting that the City Council identify which Councilmembers will be attending so that arrangements can be made.

Alternatives:

Do not participate in the Cap-to-Cap program.

Recommendation:

Determine which Councilmembers will participate in the Sacramento Metro Chamber's Annual Cap-to-Cap Legislative Program and authorize the Finance Director to make a supplemental appropriation from unallocated General Fund to Account No. 1110-62801 (Professional Development).

Attachments:

1. Attachment 1 - Cap to Cap Brochure

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1



50 YEARS OF
ADVOCACY



CA **CAP** TO **CAP** DC

50TH ANNUAL PROGRAM | APRIL 30-MAY 4, 2022

NOTE FROM THE 2020 CO-CHAIRS

Dear champions of the Greater Sacramento Region,

For 50 years, we've answered the call.

Leaders, experts, and emerging influencers from across the six-county Capital Region have come together in our Nation's Capital – nearly every year since 1970 – lending a bold and resounding voice for local issues.

Representing the largest and longest-standing delegation of its kind, the Sacramento Metro Chamber's Capitol-to-Capitol Program has driven steady and consistent advocacy, ushering significant advances for business development, an inclusive economy and a vibrant and connected community.

Now more than ever, your voice is needed as we proudly return to Washington, D.C. in 2022.

As concerned citizens and accountable leaders, we have the honor of representing a large and diverse region that is rich in opportunity and at the tipping point of economic expansion. But there is important work that must be done to pave the way for greater prosperity.

From post-pandemic business transformation and reimagined workforce development to wildfire prevention, water management, and housing – we are compelled to carry these critical issues forward to policy makers and federal agencies that can, in turn, help us fulfill our mission – FOR BUSINESS.

Your voice is needed this spring as our delegation resumes the 50th Annual Metro Chamber Capitol-to-Capitol Program. We hope you will join us in celebrating the accomplishments of the past 50 years and building momentum to advance our regional goals over the next 50 years.



Kierstan DeLong
Executive Vice President
Edelman



Dr. Brian King
Chancellor, Los Rios
Community College District

CA CAP TO CAP DC

AT-A-GLANCE

Chair's Reception

This annual reception provides the Cap-to-Cap delegation with the opportunity to salute the dozens of local elected officials from throughout the Sacramento region who are an integral part of Cap-to-Cap. This year's event will be hosted at the Smithsonian's National Museum of African American History & Culture.

Opening Breakfast

The historic Grand Ballroom of the Mayflower Hotel serves as the backdrop for our delegation to hear from key Administration and Congressional leaders ahead of energetic, team-oriented discussions while preparing for meetings on Capitol Hill.

Leadership Luncheon

Delegates convene in the Caucus Room of the Cannon House Office Building to hear from key congressional officials concerning top issues. Featured speakers have included Speaker of the House Nancy Pelosi, former Secretary of State Madeleine Albright, and former Secretary of the Treasury Jack Lew.

Legacy Gala

After a successful day of lobbying, join us for an evening of fine food and entertainment to celebrate the legacy of our regional collaboration and historic wins for California's Capital Region. This year's gala will be held at the Smithsonian's National Portrait Gallery.

TEAM TOPICS

Participants will be organized into teams for advocacy appointments. When registering online, you will be asked to select your first and second team choices.

- Air Quality
- Civic Amenities
- Community Development
- Economic Development
- Flood Protection
- Food & Agriculture
- Health Care
- Land Use & Natural Resources
- Public Safety
- Transportation
- Water Resources
- Workforce & Education

ACCOMMODATIONS



*Photo credit:
Brett Berry at
Douglas Taylor*

Listed on the National Register of Historic Places, **The Mayflower Hotel**, part of Marriott's Autograph Collection has been a vibrant social hub in Washington, DC since opening in 1925. Refreshed and contemporary, this historic hotel inspires the city for business or pleasure with its premier location on Connecticut Avenue. The Mayflower delights with a timeless luxury found sweeping marble lobby, picturesque ballrooms, in-house health club, and luxury-minded guestrooms, offering plush bedding, high-speed wireless internet, and flat screen TV's. Enjoy a culinary delight at the lively American brasserie EDGAR, or step outside to experience the local flavor of Dupont Circle and other nearby attractions. Effortlessly blending historic tradition and modern luxury here in the heart of the nation's capital, The Mayflower Hotel is national treasure hailed as "Washington's 2nd Best Address".

DRAFT ITINERARY

Friday, April 29

Early departures for D.C.

Saturday, April 30

Main departures for D.C.

4:00 p.m. – 7:30 p.m.

Welcome Reception
The Mayflower Hotel,
Palm Court

Sunday, May 1

6:30 p.m. – 9:30 p.m.

Chair's Reception
Smithsonian National
Museum of African
American History & Culture

Monday, May 2

7:30 a.m. – 9:30 a.m.

Opening Breakfast &
Program

Team Meetings
The Mayflower Hotel,
Grand Ballroom

Morning / Afternoon

Lobbying Appointments

Tuesday, May 3

Morning

Lobbying Appointments

11:15 a.m. – 1:00 p.m.

Leadership Luncheon
Cannon House Office
Building, Cannon Caucus
Room

1:15 p.m.

All-Delegation Photo

Afternoon

Lobbying Appointments

6:30 p.m. – 9:30 p.m.

Legacy Gala
Smithsonian National
Portrait Gallery

Wednesday, May 4

Morning

Lobbying Appointments

Afternoon

Main departures for
Sacramento

Please note:

Itinerary subject to change

CAP-TO-CAP REGISTRATION

<https://metrochamber.org/register-captocap-2022>

Standard Per Person Rates

Program A	Single Occupancy/One Participant	\$4,495
Program B	Double Occupancy/Two Participant	\$4,295
Program C	Double Occupancy/One Participant with registered Guest	\$4,495
Program D	Team Participant Only (no air/hotel included)	\$2,495
Program E	Guest (must accompany a Program C Participant)	\$2,550
Add'l Fees	Additional Nights (per room, per night; inclusive of all taxes)	\$410
	Suite Upgrade (per room, per night; inclusive of all taxes)	\$195

Air/Hotel Included:

Programs A, B, C & E include air and hotel cost. If you choose to book your own travel accommodations, a \$350-per-person air credit can be deducted when registering.

**Members Only Policy:

As space is limited, attendance will be awarded to Metro Chamber members only. Sponsorship is also a member-only benefit. Join today to guarantee your registration and other members-only benefits. Contact Membership at 916-552-6800.

Additional Notes:

See terms and conditions for cancellation policy. Payments by credit card (Visa, MasterCard or American Express) will incur a convenience fee 3.1% of your total.

REGISTRATION

<https://metrochamber.org/register-captocap-2022>

Sponsorship & Event Inquiries

Attn: Susan Harris Brazelton

Phone: 916-826-5410

Email: sharris@metrochamber.org

Travel Inquiries

I.S. Tours

Attn: Margarita Castillo

Phone: 916-939-8484

Email: margaritac@istours.com

SPONSORS

Presenting Sponsor



Presidential Sponsors



Chairs Reception



KAISER
PERMANENTE.

Thrive Suite



FLIGHT SPECIFICATIONS

Option 1	United Airlines	Depart	Arrive
Apr 30	SMF/IAD #2125	8:14 a.m.	4:13 p.m.
May 4	IAD/SMF #291	5:05 p.m.	7:47 p.m.
Option 2	American Airlines	Depart	Arrive
Apr 30	SMF/DFW #1544	6:21 a.m.	11:40 p.m.
Apr 30	DFW/DCA #1428	12:20 p.m.	4:15 p.m.
May 4	DCA/DFW #2817	3:35 p.m.	5:50 p.m.
May 4	DFW/SMF #1252	6:30 p.m.	8:01 p.m.

Friday Departure

Option 3	United Airlines	Depart	Arrive
Apr 29	SMF/IAD #2125	8:14 a.m.	4:13 p.m.
	American Airlines	Depart	Arrive
May 4	DCA/CLT #1815	4:12 p.m.	5:45 p.m.
May 4	CLT/SMF #2083	6:20 p.m.	8:32 p.m.

Legend

SMF	Sacramento International Airport
IAD	Washington, Dulles Airport
DCA	Ronald Reagan, Washington National Airport
DFW	Dallas/Fort Worth International Airport
CLT	Charlotte International Airport

Please note:
arrival and
departure dates
vary by option.

Terms and Conditions

PAYMENTS: Please make checks payable to I.S. Tours. Payment is due no later than March 25, 2022 (please refer to brochure pricing). All payments received after March 25, 2022, are considered late and will be charged a \$100.00 late processing fee. Confirmation is subject to space availability at prevailing rates.

NAME CHANGES: All name changes will incur a \$50.00 charge through March 25, 2022. A charge of \$100 will apply to all name changes made on or after March 26, 2022. A name change form must be completed and submitted to margaritac@istours.com. IST assumes no responsibility with respect to monies between participants.

CHANGE FEES: If you need to make any flight changes within 30 days of departure and your airline tickets were purchased through IST, you will incur a \$50 change fee in addition to the fees that the airline may charge. If you need to make changes to your hotel arrival or departure date within 30 days of check-in, you will incur a \$25 change fee. A change form will be required for all change requests and must be submitted to margaritac@istours.com.

EXPENSES: Prices include only those services specifically stated in your tour package. Items such as room service, telephone calls, optional activities and other items not specifically stated in your package, are not included. Any tips or gratuities not specifically included in the total price are at your discretion.

PRICES: Prices stated in your brochure are based on airfares and rates effective at time of booking and reflect a discount for payment by cash, check or money order. Payments by credit card (Visa, MasterCard or American Express) will incur a convenience fee of 3.1% of your total. Airfares and rates are subject to change. Changes could include fuel surcharges, tax increases and other unforeseeable fees assessed by the air carrier. Any deviations from brochure program dates (April 29 or 30 – May 4, 2022) may incur supplemental charges (e.g. transfers and higher fare).

CANCELLATIONS: If you cancel your reservation, your right to refund is limited, as set forth below. Cancellations must be made in writing and must be emailed to margaritac@istours.com. A \$500.00 per person cancellation fee plus any hotel and airline penalties will apply up to January 31, 2022. From February 1 – March 25, 2022, a cancellation charge of \$1,000.00 per person plus any hotel and airline penalties will apply. From March 26, 2022, to date of departure, the registration fee is non-refundable and results in loss of the entire trip cost. There are no refunds for no-shows. It is your responsibility to confirm your air flights have been canceled prior to scheduled departure. Upon cancellation of the transportation or travel costs where you, the customer, are not at fault and have not canceled in violation of the terms and conditions of the contract for transportation or travel costs, all sums paid to IST for services not received by you, will be promptly refunded by IST to you within 14 days after the cancellation, unless you otherwise advise IST in writing. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the express understanding that receipt of that refund by a passenger waives any additional remedies.

ACKNOWLEDGEMENT: By registering for this program, you acknowledge your understanding of the contagious nature of COVID-19 and voluntarily assume the risk that you and/or your group could be exposed to and/or infected by COVID-19 while utilizing our services or components of our services, and that such exposure or infection could result in illness or death. IS Tours, the Sacramento Metro Chamber and all our vendors have put in place preventative measures to reduce the spread of COVID-19; however, a risk of exposure to COVID-19 may exist in any place where people are present. IS Tours and the Sacramento Metro Chamber cannot guarantee that you will not be exposed to COVID-19 during this program. As such, you voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any illness you may experience or incur in connection with our services. You hereby release covenant not to sue, discharge, and hold harmless IS Tours and the Sacramento Metro Chamber from any claims, including all liabilities or expenses of any kind arising out of or relating thereto contracting COVID-19.

BAGGAGE: The current checked bag policy for United Airlines is a \$35 for the first checked bag (each way) and \$45 on site fee for the second checked bag (each way). The current checked bag policy for American Airlines is a \$30 fee for the first checked bag (each way) and a \$40 fee for the second checked bag (each way). PLEASE NOTE: luggage fees are not included in your program cost and are subject to change at the discretion of the airlines. Southwest Airlines allows for two (2) checked bags free of charge. Each checked bag must not exceed 62 linear inches and cannot weigh more than 50 pounds. A personal item and one carry-on that will fit under your seat or the overhead bin are allowed at no charge.

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: George Barlow, Management Analyst

Summary

Subject: Administrative Policy – Community Sponsorship Policy
Recommendation: Adopt a Resolution to amend the Administrative Policy for Community Sponsorships
Fiscal Impact: There is no fiscal impact associated with the adoption of the revised Community Sponsorship Policy

Council's Strategic Goal:

Community Sponsorships provide the overarching strategic goal of quality of life.

Purpose:

To promote significant and special community events and non-profit programs primarily benefitting residents in the City of Yuba City. Not to be mistaken for a grant program, this policy would set the parameters for the approval of City sponsorships for community events conducted by local organizations.

Background:

At the City Council meeting on March 19, 2019, City Council adopted the current administrative policy for City-sponsorship of community events. After reviewing and administering the Community Sponsorship Policy for almost three years, staff is recommending a revision to the current Policy. The intent of the recommended revisions is to create efficiencies in the sponsorship program and better align current practices with the needs of the applicant.

- A red-lined version of the policy is included as an attachment to this report.

Amending and Adoption of the Community Sponsorship policy does not preclude individual departments supporting events and organizations directly in support of their missions directly through their individual budgets.

Recommendation:

Adopt a Resolution to amend the Administrative Policy for Community Sponsorships.

Attachments:

1. Resolution - Administrative Policy - Community Sponsorship
2. Red-lined Administrative Policy - Community Sponsorship
3. Amended Administrative Policy - Community Sponsorship

Prepared By:
George Barlow
Management Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING THE AMENDED GUIDELINES FOR CITY SPONSORSHIP
OF COMMUNITY EVENTS AND ORGANIZATIONS**

WHEREAS, the City Council recognizes the importance of providing support for community events primarily benefitting residents of the City of Yuba City and are consistent with the goals and mission of the City that serve a public purpose; and

WHEREAS, to ensure that a policy is set establishing the parameters for the approval of City Sponsorships for community events conducted by local organizations.

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

Approve the attached Amended Administrative Policy - Community Sponsorships

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 January 18, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Cira Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

RED-LINED COMMUNITY SPONSORSHIP POLICY

OVERVIEW:

The City of Yuba City recognizes the importance of providing support for community events, or non-profit programs that are held for the following purposes:

- Support of non-profit organizations serving Yuba City residents/community;
- Cultural, athletic and educational enrichment;
- Promotion of the City of Yuba City

The City of Yuba City provides limited assistance, through in-kind sponsorships or monetary funding, to local organizations in support of community events that are consistent with the goals and mission of the City and that serve a public purpose.

City sponsorship reflects support of specific events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the event.

PURPOSE:

- ~~To establish guidelines for City sponsorship of community events conducted by local organizations~~
- ~~To establish uniform procedures and criteria; and~~
- ~~To identify coordination responsibility~~

The purpose of this policy is to set parameters for the waiver of City facility and support services as in-kind donations and monetary sponsorships for community programs conducted by local organizations seeking sponsorships that are not designated in the City's budget.

GENERAL POLICY:

The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process. ~~The f~~Fiscal year shall begin July 1 of each year and end on June 30 the following year. Applications will be processed on a first-come, first-serve basis.

~~Sponsorships Applications~~ will ~~only~~ be ~~provided~~ considered for events and organizations meeting the eligibility criteria stated in this policy. The City Manager's Office will review sponsorship applications and make a recommendation to City Council for final approval. ~~per the Approval Process noted below.~~ The City Manager's Office shall be responsible for accounting for the Community Sponsorship account; shall keep a listing of all organizations and programs receiving sponsorships; ~~and~~ and shall maintain a balance of funds available.

~~Special event requirements, c~~Conditions of use for facilities and equipment, insurance and other requirements shall be followed according to City policies, codes and ordinances.

IN-KIND SERVICES:

In-kind donations is a non-cash contribution made to a non-profit organization for City services such as those services provided by Public Works like road closures for events, or waiver of facility rental fees. In-kind donations help non-profits access City Services that would otherwise be unaffordable, or free up resources to be spent on something else.

FACILITY FEE WAIVER:

Financial support, by way of reduced fees or fee waiver, may be approved by the City Manager in cases of hardship for facility use through this program on costs less than \$1,000.00. Fee waiver requests over \$1,000.00 will go before City Council for approval.

The Community Sponsorship policy does not preclude individual departments supporting events and organizations directly in support of their missions directly through their individual budgets.

MONETARY FUNDING:

All monetary requests for events or non-profit programs made through the City's Community Sponsorship program will go before City Council at a regular Council meeting. The Sponsorship Applications will be presented to Council quarterly on a first come first serve basis. In most cases this would occur at the first Council meeting in January, April, July, and October.

FUNDRAISER GIFT BASKET:

The Fundraiser Gift Basket Community Sponsorship request has been established for non-profit organizations that meet the requirements below. This will provide additional Capital Campaign or fundraising support for non-profits at their event with a local products and City logo items gift basket. Gift basket requests will be submitted to the City Manager's Office for approval.

APPLICATION REQUIREMENTS AND PROCESS:

- A community sponsorship application must be submitted on the attached form indicating:
 - Name and contact information for the event organizer(s)
 - The local office/headquarters of the organization
 - Organization's purpose/mission
 - Event date(s), and time(s)
 - Expected number of participants
 - Statement that the event will be open to the general public
 - Purpose of the event
 - How the organization and proposed event benefits the residents of Yuba City and meets the criteria within this policy
 - Indication of what type of sponsorship is needed for the program
 - Outline of the event marketing plan
 - ~~Application shall include the written endorsement of at least one Councilmember.~~

APPLICATION REVIEW/APPROVAL:

Cash Sponsorship applications will be ~~accepted and reviewed on an on-going basis processed quarterly and submitted to the City Council for approval. The City Council allocates limited budget for the program. The City Manager's Office will advise the organizer when the request will go before the City Council. The organizer should be present at the City council meeting to respond to questions in most cases. Sponsorship Approval of sponsorship~~ is determined on a case-by-case basis related to each independent event or program the eligibility requirements, purpose and goals, ~~of each independent event.~~

~~Approval for sponsorship in one year does not imply or guarantee approval in subsequent years for an organization or an event.~~

Factors that will be considered during the approval process include:

1. Resources available (e.g. budget, staff, workload capacity, etc.)
2. Compatibility of the program with the mission and goals of the City of Yuba City.
3. Impact of the event on City facilities
4. Risk to the City
5. Ability of the organization to obtain liability insurance naming the City as additional insured
6. Benefit to the community

Upon receipt of the Community Sponsorship Request, the City Manager's office will review to ensure applicability and consistency with said policy. ~~If consistent, staff will initiate communication with the Mayor and Councilmembers to consider the Community Sponsorship Request. In considering a Community Sponsorship Request, there are two options for approval:~~

- ~~Mayor + Councilmember Approval — Mayor approves the request in addition to the Councilmember that endorsed the request; or~~
 - ~~Three Councilmember Approval — Two Councilmembers approve the request in addition to the Councilmember that endorsed the request.~~

The City Manager's Office will advise the applicant of their application status within ten (10) business days of application submittal.

ELIGIBILITY CRITERIA:

Event or Program Types

- Events or programs providing a benefit to Yuba City residents
- Fundraising events for non-profit organizations that primarily serve Yuba City residents
- Events or programs that contribute positively to the recognition and image of Yuba City
- Events or programs that are open to the general public
- ~~Events and~~ Organizations that demonstrate that they can meet the necessary requirements of the agreement

1. For-profit organizations holding fundraiser programs must identify a 501(c)(3) or California not-for-profit corporation as a recipient of the program proceeds and provide acknowledgment of receipt of said proceeds from that non-profit organization with the post-program financial affidavit.

2. Programs must be open to the public and free of charge, except programs may charge participant fees, but not admission fees (gate, parking, ticket, or otherwise).

3. The sponsoring organization must also agree to do the following (failure to do so will result in future ineligibility):

a. Obtain all required permits, clearances, insurances, and program authorizations within time restraints in compliance with the City of Yuba City Code, policies, and Special Events Policy requirements.

b. When applicable, allow the City of Yuba City to have a sponsor booth at the program/event if the City so desires (at programs/events where a sponsorship booth is appropriate) to distribute information regarding City services and community programs. This booth shall be provided at no cost to the City.

c. Provide the City with whatever benefits are afforded other sponsors of similar sponsorship levels (i.e., logo display, sponsor table, advertising benefits, etc.).

Organization Types

- ~~Organizations and programs in good standing with the City of Yuba City in relation to organization's past performance~~
- ~~Organizations that agree to do the following:~~
 - a. ~~Obtain all required permits, clearances, insurances, and program authorizations.~~
 - b. ~~Acknowledge the support of the City of Yuba City where appropriate, and to include on all printed information and advertising related to the event.~~
 - c. ~~Allow the City of Yuba City to have a space at the event if the City so desires for the purposes of distributing information regarding City services and community programs. This space shall be provided at no cost to the City.~~
 - d. ~~Provide the City with whatever benefits that are afforded to other sponsors of similar sponsorship levels.~~
 - e. ~~Ensure appropriate ADA accessibility at event.~~
 - f. ~~City must review all materials with City logo prior to release.~~

Not eligible

- The City will not award sponsorships to any religious church, creed or sectarian organization to promote religious purposes. Religious organizations are not excluded from sponsorships; however, the purpose of the event shall not serve to promote a religious message.
- City Sponsorship shall be consistent with the restrictions of State and federal law.
- Political organizations and/or individual campaigns.
- Organizations that discriminate on the basis of age, race, sex, sexual orientation, marital status, disability, or national origin.
- For-profit organizations for which the organization/corporation or its employees or officers will gain personal benefit.



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization _____ Non-Profit ID/ 501 C# _____

Address _____ City/State/Zip _____

Contact Person _____ Phone _____ Email _____

Organization Purpose/Mission _____

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)

Type of Program or Event:

☐ Local Celebration

☐ Athletic

☐ Cultural

☐ Educational

☐ Fundraiser

☐ Entertainment

☐ Other _____

Program or Event Name _____

Event Location _____

Event Date/Time _____

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: _____

- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: _____

- Contributes positively to the recognition and image of the City of Yuba City: _____

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested: _____

☐ Facility Waiver – Amount requested: _____

☐ ~~Funding~~ Monetary Funding – Amount requested: _____

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☐ 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 _____ Date _____

Print Name of Applicant _____

~~All requests require the endorsement of a Councilmember. Contact information for Councilmembers is available by calling the City Manager's Office at (530) 822-4602 or visiting the City's website at www.yubacity.net.~~

Councilmember Endorsement _____

ATTACHMENT 3

AMENDED COMMUNITY SPONSORSHIP POLICY

OVERVIEW:

The City of Yuba City recognizes the importance of providing support for community events, or non-profit programs for the following purposes:

- Support of non-profit organizations serving Yuba City residents/community;
- Cultural, athletic and educational enrichment;
- Promotion of the City of Yuba City

The City of Yuba City provides limited assistance, through in-kind sponsorships or monetary funding, to local organizations in support of community events consistent with the City's goals and mission and that serve a public purpose.

City sponsorship reflects the support of specific events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the event.

PURPOSE:

The purpose of this policy is to set parameters for the waiver of City facility and support services as in-kind donations and cash sponsorships for community programs conducted by local organizations seeking sponsorships that are not currently in the City's budget.

GENERAL POLICY:

The budget for the Community Sponsorship Program shall be established by City Council each year during the annual budget process. The fiscal year shall begin July 1 of each year and end on June 30 the following year. Applications will be processed on a first-come, first-serve basis.

Applications will be considered for events and organizations meeting the eligibility criteria stated in this policy. The City Manager's Office will review sponsorship applications and make recommendations to City Council for final approval. The City Manager's Office shall be responsible for accounting for the Community Sponsorship account; shall keep a listing of all organizations and programs receiving sponsorships, and maintain a balance of funds available.

Conditions of use for facilities and equipment, insurance, and other requirements shall be followed according to City policies, codes, and ordinances.

IN-KIND SERVICES:

In-kind donations is a non-cash contribution made to a non-profit organization for City services such as those services provided by Public Works like road closures for events, or waiver of facility rental fees. In-kind donations help non-profits access City Services that would otherwise be unaffordable, or free up resources to be spent on something else.

FACILITY FEE WAIVER:

Financial support, by way of reduced fees or fee waiver, may be approved by the City Manager in cases of hardship for facility use through this program on costs less than \$1,000.00. Fee waiver requests over \$1,000.00 will go before City Council for approval.

The Community Sponsorship policy does not preclude individual departments supporting events and organizations directly in support of their missions directly through their budgets.

MONETARY FUNDING:

All monetary requests for events or non-profit programs made through the City's Community Sponsorship program will go before City Council at a regular Council meeting. The Sponsorship Applications will be presented to Council quarterly on a first come first serve basis. In most cases this would occur at the first Council meeting in January, April, July, and October.

FUNDRAISER GIFT BASKET:

The Fundraiser Gift Basket Community Sponsorship request has been established for non-profit organizations that meet the requirements below. This will provide additional Capital Campaign or fundraising support for non-profits at their event with local products and City Logo items gift basket. Gift basket requests will be submitted to the City Manager's Office for approval.

APPLICATION REQUIREMENTS AND PROCESS:

A community sponsorship application must be submitted on the attached form indicating:

- Name and contact information for the event organizer(s)
- The local office/headquarters of the organization
- Organization's purpose/mission
- Event date(s), and time(s)
- Expected number of participants
- A statement that the event will be open to the general public
- Purpose of the event
- How the organization and proposed event benefits the residents of Yuba City and meet the criteria within this policy
- Indication of what type of sponsorship is needed for the program
- Outline of the event marketing plan

APPLICATION REVIEW/APPROVAL:

Cash sponsorship applications will be processed quarterly and submitted to the City Council for approval. The City Manager's Office will advise the organizer when the request will go before the City Council. The organizer should be present at the City Council meeting to respond to questions in most cases. Sponsorship approval is determined on a case-by-case basis related to each independent event's eligibility requirements, purpose, and goals.

Factors that will be considered during the approval process include:

- Resources available (e.g., budget, staff, workload capacity, etc.)
- Compatibility with the strategic goals of the City Council and mission of Yuba City.

- Impact of the event on City facilities
- Risk to the City
- The ability of the organization to obtain liability insurance naming the City as additional insured
- The benefit to the community

Upon receipt of the Community Sponsorship Request, the City Manager's office will review to ensure applicability and consistency with said policy. The City Manager's Office will advise the applicant of their application status within ten (10) business days of application submittal.

ELIGIBILITY CRITERIA:

Event or Program Types

- Events or programs providing a benefit to Yuba City residents
- Fundraising events for non-profit organizations that primarily serve Yuba City residents
- Events or programs that contribute positively to the recognition and image of Yuba City
- Events or programs that are open to the general public
- Organizations that demonstrate that they can meet the necessary requirements of the agreement

1. For-profit organizations holding fundraiser programs must identify a 501(c)(3) or California not-for-profit corporation as a recipient of the program proceeds and provide acknowledgment of receipt of said proceeds from that non-profit organization with the post-program financial affidavit.

2. Programs must be open to the public and free of charge, except programs may charge participant fees, but not admission fees (gate, parking, ticket, or otherwise).

3. The sponsoring organization must also agree to do the following (failure to do so will result in future ineligibility):

a. Obtain all required permits, clearances, insurances, and program authorizations within time restraints in compliance with the City of Yuba City Code, policies, and Special Events Policy requirements.

b. When applicable, allow the City of Yuba City to have a sponsor booth at the program/event if the City desires (at programs/events where a sponsorship booth is appropriate) to distribute information regarding City services and community programs. This booth shall be provided at no cost to the City.

c. Provide the City with whatever benefits are afforded other sponsors of similar sponsorship levels (i.e., logo display, sponsor table, advertising benefits, etc.).

Not eligible

- The City will not award sponsorships to any religious church, creed or sectarian organization to promote religious purposes. Religious organizations are not excluded from sponsorships; however, the purpose of the event shall not serve to promote a religious message.
- City Sponsorship shall be consistent with the restrictions of State and federal law.
- Political organizations and/or individual campaigns.

- Organizations that discriminate on the basis of age, race, sex, sexual orientation, marital status, disability, or national origin.
- For-profit organizations for which the organization/corporation or its employees or officers will gain personal benefit.



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization _____ Non-Profit ID/ 501 C# _____

Address _____ City/State/Zip _____

Contact Person _____ Phone _____ Email _____

Organization Purpose/Mission _____

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 _____

Event Location _____

Event Date/Time _____

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: _____

- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: _____

- Contributes positively to the recognition and image of the City of Yuba City: _____

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested: _____

☐ Facility Waiver – Amount requested: _____

☐ Monetary Funding – Amount requested: _____

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☐ 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.

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

Signature of Applicant _____ Date _____

Print Name of Applicant _____

CITY OF YUBA CITY
STAFF REPORT

Date: January 18, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: George Barlow, Management Analyst

Summary

Subject: Community Sponsorship Request - Film Yuba Sutter
Recommendation: Consider a monetary Sponsorship request from Yuba Sutter Chamber of Commerce of \$6,250.00 to assist in funding the Film Yuba-Sutter Film Commission
Fiscal Impact: Monetary sponsorship in the amount of \$6,250.00

Council's Strategic Goal:

This Community Sponsorship will benefit the overarching strategic goal of quality of life and help with advancing fiscal responsibility.

Purpose:

Film Yuba-Sutter is an organization intended to attract and support the film industry in the Yuba-Sutter Community. A Film Commission such as Film Yuba-Sutter is a one-stop resource for film, TV, and commercial production. Film Yuba-Sutter is being established to attract production to the Yuba and Sutter communities.

Background:

Film Yuba-Sutter will provide tremendous opportunities for Yuba-Sutter. The tax revenue that can be generated through local production activities can be significant.

Location film production has a widespread economic impact that can benefit our entire community. Each location shoot means local jobs for camera operators, sound and lighting technicians, electricians, caterers, plumbers, carpenters, animal trainers, truck drivers, makeup artists, graphic artists, photographers, hairdressers, set designers, and production assistants. These location dollars are spent on hardware, props, film, photo development, plants, paint, lumber, cleaners, furniture, portable toilets, generators, clothing, entertainment, food, lodging, and gasoline.

The Chamber of Commerce has been working closely with a dedicated committee with representation and support from Yuba-Sutter Arts & Culture and Conejo Bros., Media along with several film industry experts, including Film Shasta, Film Commissioner, Sabrina Jurisich, who has been instrumental in

providing guidance on the formation of Film Yuba-Sutter.

Next steps and Timeline once all funding is secured:

- **January 2022:** Establish a formal Film Commission Committee to meet quarterly, which will include a representative from each investor entity as well as film industry experts and local business and non-profit organization representatives.

The purpose/mission of the Film Yuba-Sutter committee: To contribute to economic development in Yuba and Sutter counties by promoting and supporting film and video production and other film-related activities.

- **January 2022:** Secure a consultant to assist in launching Film Yuba-Sutter.
- **January 2022 – May 2022:** Website design and build.
 1. This will include cataloging Yuba-Sutter amenities, locations, vendors, jobs, etc.
- **January 2022:** Create social media platforms, including but not limited to Facebook and Instagram.
- **March 2022:** Initiate process for county/ city designation: Establishing a model filmmaking process ordinance.
- **By July 2022:** Establish memberships and affiliations with the following groups:
 1. Film Liaisons in CA Statewide (FLICS)
 2. California Film Commission
- **By December 2022:** Attend up to 2 tradeshow to promote filming in Yuba-Sutter.

Estimated Revenues

Yuba City - Requesting	\$6,250.00
Marysville - Committed	\$6,250.00
Yuba County - Paid	\$6,250.00
Sutter County – Contingent on support from YC, Marysville and Yuba County	\$6,250.00
Live Oak – year 2	\$0.00
Wheatland – year 2	\$0.00
Yuba Sutter Lodging Association - Committed	\$25,000.00
Total Revenue	\$50,000.00

Estimated Expenses

Staffing	\$0.00
Consultation	\$15,000.00
Affiliations/Meetings	\$2,000.00
Conferences/Tradeshows	\$2,000.00
Website	\$15,000.00
Advertising	\$5,000.00
Travel/Mileage	\$1,000.00
Branding	\$5,000.00
Admin (rent, utilities, administration of the program, etc.)	\$5,000.00
Total Expenses	\$50,000.00

In the FY 21/22 budget, funds are available as follows:

Account Number	Description	Funding Available
4220-66010	Community Contributions	\$12,398
4220-66015	Community Events	\$5,000
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Attachments:

1. Resolution - Community Sponsorship Yuba Sutter Chamber of Commerce
2. Yuba Sutter Chamber of Commerce Sponsorship Application

Prepared By:
George Barlow
Management Analyst

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 FOR THE YUBA SUTTER CHAMBER OF COMMERCE FILM
YUBA-SUTTER FILM COMMISSION**

WHEREAS, The Yuba Sutter Chamber of Commerce, a 501(c)(3) non-profit organization, is establishing funding for the Film Yuba-Sutter, Film Commission; and,

WHEREAS, the Yuba Sutter Chamber of Commerce submitted a Community Sponsorship application requesting the funding assistance from the City of Yuba City; and

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the nonprofit organizations that serves an important public purpose to the community insofar as the public will receive some intrinsic cultural, economic, educational, or entertainment value from the event; and

WHEREAS, the City Council desires to assist in funding the Film Yuba-Sutter, Film Commission as other local agencies have committed to do; and

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

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that The Yuba Sutter Chamber of Commerce Community Sponsorship request meets the criteria for consideration of the applicant as a nonprofit that services an important public purpose, and according approves the funding request of \$6,250.00 for the Yuba Sutter Chamber of Commerce, Film Yuba-Sutter Film Commission.

Section 3. This Resolution shall take effect immediately and that the City Clerk Administrator 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 18th day of January, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, City Clerk Administrator

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

ATTACHMENT 2



COMMUNITY SPONSORSHIP APPLICATION FORM

Name of Organization Yuba Sutter Chamber of Commerce Non-Profit ID/ 501 C# 94-1731239

Address 1300 Franklin Road City/State/Zip Yuba City

Contact Person Marni Sanders Phone 530-645-1620 Email msanders@yubasutterchamber.com

Organization Purpose/Mission Support local businesses as a partner by promoting economic growth and development opportunities that serve to enhance economic vitality.

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 Film Commission Program

Event Name Film Commission

Event Location _____

Event Date/Time _____

Expected Number of Participants _____

Open to the Public? ☒ Yes ☐ No

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

• Boosts the local Yuba City economy: _____
below: _____

- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: _____

- Contributes positively to the recognition and image of the City of Yuba City: _____

Type of Sponsorship Requested:

☐ In-kind services – Amount requested: _____

Provide a description of the in-kind services requested: _____

☐ Facility Waiver – Amount requested: _____

☒ Monetary Funding – Amount requested: 6,250

☐ Fundraiser Gift Basket – Amount requested: _____

Other Considerations:

☐ ☒ 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.

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

Signature of Applicant Marni sanders Date 1/11/2022

Print Name of Applicant Marni Sanders

CITY OF YUBA CITY

Future Agenda Items

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

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

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City Council Reports

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

Adjournment