



AGENDA

SEPTEMBER 1, 2026

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

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

MAYOR	• Marc Boomgaarden
VICE-MAYOR	• Michael Pasquale
COUNCILMEMBER	• Toni Cole
COUNCILMEMBER	• Wade Kirchner
COUNCILMEMBER	• Dave Shaw
CITY MANAGER	• Robert Bendorf
CITY ATTORNEY	• Shannon L. Chaffin

1201 Civic Center Blvd, Yuba City CA 95993
Wheelchair Accessible

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

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ਮਸ਼ੀਨੀ ਅਨੁਵਾਦ ਬਾਰੇ ਬੇਦਾਅਵਾ ਕੈਲੀਫੋਰਨੀਆ ਸਰਕਾਰ ਕੋਡ ਦੀ ਧਾਰਾ 54953.4(b)(2) ਦੇ ਅਨੁਸਾਰ, ਇਹ ਅਨੁਵਾਦ ਇੱਕ ਸਵੈਚਾਲਿਤ (ਮਸ਼ੀਨੀ) ਅਨੁਵਾਦ ਸੇਵਾ ਦੀ ਵਰਤੋਂ ਨਾਲ ਤਿਆਰ ਕੀਤਾ ਗਿਆ ਹੈ ਅਤੇ ਜਨਤਾ ਦੀ ਸੁਵਿਧਾ ਲਈ ਉਪਲਬਧ ਕਰਵਾਇਆ ਗਿਆ ਹੈ। ਇਹ ਮੂਲ ਅੰਗਰੇਜ਼ੀ ਸੰਸਕਰਣ ਦਾ ਪੂਰੀ ਤਰ੍ਹਾਂ ਸਹੀ ਜਾਂ ਸੰਪੂਰਨ ਅਨੁਵਾਦ ਨਹੀਂ ਵੀ ਹੋ ਸਕਦਾ। ਜੇਕਰ ਇਸ ਅਨੁਵਾਦ ਅਤੇ ਮੂਲ ਅੰਗਰੇਜ਼ੀ ਸੰਸਕਰਣ ਵਿਚ ਕੋਈ ਅੰਤਰ ਜਾਂ ਟਕਰਾਅ ਹੋਵੇ, ਤਾਂ ਮੂਲ ਅੰਗਰੇਜ਼ੀ ਸੰਸਕਰਣ ਹੀ ਪ੍ਰਮਾਣਿਕ ਮੰਨਿਆ ਜਾਵੇਗਾ। ਯੂਬਾ ਸਿਟੀ ਸ਼ਹਿਰ (City of Yuba City) ਸਵੈਚਾਲਿਤ ਅਨੁਵਾਦਾਂ ਦੀ ਸਹੀਤਾ ਜਾਂ ਸਮੱਗਰੀ ਲਈ ਜ਼ਿੰਮੇਵਾਰ ਨਹੀਂ ਹੈ।



“Wordly” can translate into 25+ different languages. To access written translation during the meeting, please scan the QR Code or click this link: <https://attend.wordly.ai/join/FPFE-3165>

“Wordly” puede traducir a más de 25 idiomas diferentes. Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace: <https://attend.wordly.ai/join/FPFE-3165>

“Wordly” 25 ਤੋਂ ਵੱਧ ਵੱਖ-ਵੱਖ ਭਾਸ਼ਾਵਾਂ ਵਿੱਚ ਅਨੁਵਾਦ ਦੀ ਸਹੂਲਤ ਪ੍ਰਦਾਨ ਕਰਦਾ ਹੈ। ਮੀਟਿੰਗ ਦੌਰਾਨ ਲਿਖਤੀ ਅਨੁਵਾਦ ਪ੍ਰਾਪਤ ਕਰਨ ਲਈ, ਕਿਰਪਾ ਕਰਕੇ QR ਕੋਡ ਸਕੈਨ ਕਰੋ ਜਾਂ ਇਸ ਲਿੰਕ 'ਤੇ ਕਲਿੱਕ ਕਰੋ:

**AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
SEPTEMBER 1, 2026
6:00 P.M. REGULAR MEETING
COUNCIL CHAMBERS/VIRTUAL**

The City Council meetings are open to the public. The meeting may also be viewed and accessed remotely at:

<https://yubacity-net.zoom.us/j/84729754863?pwd=CKcns4ykTlt16UwEysfmwybFEgPDjd.1>

If you are attending remotely and wish to comment on a specific item, please electronically raise your hand. Speakers will be unmuted for the item at the appropriate time. Members of the public may also provide comments on agenda items in person.

Written comments may also be submitted by email at cityclerk@yubacity.net or mail addressed to the City Clerk, 1201 Civic Center Blvd, Yuba City, CA 95993. Written comments received at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments. Materials or comments 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.

A recording of the meeting will be posted on <https://www.youtube.com/@YubaCityCA> as soon as practicable following the conclusion of the meeting. An electronic copy of this agenda and any associated staff reports and materials may be found at:

https://www.yubacity.net/city_council/council_agenda_minutes.php

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda, if any, 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.

Regular Meeting

Call to Order

Roll Call

☐ Mayor Boomgaarden
☐ Vice-Mayor Pasquale
☐ Councilmember Cole
☐ Councilmember Kirchner

___ Councilmember Shaw

Invocation/Inspiration

Pledge of Allegiance to the Flag

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

Agenda Modifications

Public Communication

1. Appearance of Interested Citizens

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

Consent Calendar

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

2. Purchase and Installation of Fire Station No. 2 Alert System

Recommendation: Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class I Categorical Exemption

B. Awards a contract to US Digital Designs, Inc. by Honeywell of Tempe, AZ for the purchase and installation of station alerting system for Fire Station No. 2 through National Purchasing Partners Contract No. PS20350, in the amount of \$141,455.99, with an additional \$14,145.60 contingency for a total of \$155,601.59, with the finding that it is in the best interest of the City

C. Awards a contract to Sutter Buttes Communications, Inc. of Yuba City, CA for radio integration and associated services related to the alerting system as they are the City's preferred area vendor as approved pursuant to the Citywide Sole Source per Resolution 26-071, in the amount of \$18,661.00 plus \$1,866.10 contingency for a total of \$20,527.10, with the finding that it is in the best interest of the City

D. Authorizes the Public Works Director to execute the agreements and modify the scope of work through change order(s) to the agreements to address changes in quantities or due to unforeseen circumstances arising during construction of the project within the contingency with the finding that it is in the best interest of the City

E. Authorizes the Finance Director to transfer \$27,933.64 from Account 901237 (Fire Station Repair and Renovation) to Account No. 901236 (Fire Station No. 2 Remodel) to keep the project tracking and associated costs consolidated under a single project

3. Brownstone Estates – Subdivision Agreement and Final Map Approval

Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, a California Limited Liability Company providing for public improvements associated with the Brownstone Estates Subdivision Map, approving the Brownstone Estates Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on North Colusa Frontage Road between Hooper Road and El Margarita Road.]

4. Rezone (RZ) 23-05 for Calvary Christian Center

Recommendation: A. Adopt an Ordinance of the City Council of the City of Yuba City approving Rezone (RZ) 23-05 and Rezoning Assessor's Parcel 63-010-145 from a Office Commercial Zoned District Combined with the X19 Zone District (C-O X19) by Removing the X19 Zone District resulting in the property being rezoned to the Office Commercial (C-O) Zone District, on a 12 acre parcel located at the southeast corner of El Margarita Road and State Route 20 (Colusa Highway) by title only and waive the second reading

5. Purchase of one (1) Chevrolet Tahoe PPV

Recommendation: Adopt a Resolution to:
A. Awards the purchase of one (1) Chevrolet Tahoe Pursuit Vehicle to Winner Chevrolet, Inc. of Sacramento, CA, in the amount of \$61,211.41;
B. Authorizes the purchase and installation of equipment to Cop Shop Installations of Yuba City, CA in the estimated amount of \$29,983.40 with the finding that it is in the best interest of the City;
C. Authorizes the purchase of one (1) APX 8500 all-band radios to Motorola of Yuba City, CA in the estimated amount of \$11,976.79, and programming to Sutter Buttes Communication in the estimated amount of \$186.89, with the finding that it is in the best interest of the City

6. Side Letter Agreements with Yuba City Firefighters' Association-Local 3793 and Yuba City Fire Management Unit

Recommendation: Adopt a Resolution approving side letter agreements with the Yuba City Firefighters' Association - Local 3793 and Yuba City Fire Management unit to provide a one-time lump sum payment of \$2,250 per employee in lieu of an ongoing salary increase

7. Rowe Avenue Water Storage Tank Rehabilitation Project (Plans & Specifications)

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Rowe Avenue Water Storage Tank Rehabilitation Project (25-02), and authorizing advertisement for bids on the project

8. Emergency Capital Acquisition of four (4) KwiKool Portable AC Units Model KIB2411-3

Recommendation: A. Receive and file report documenting the emergency capital acquisition of the four (4) new KwiKool Portable AC Units for the Utilities Department, specifically the Wastewater Treatment Facility, in accordance with Municipal Code Section 2-6.15
B. Authorize the Finance Director to make a capital acquisition budget allocation in the amount of \$10,167.30 from Account No. 7120-63451 (Water Treatment Plant Major Maintenance) and \$10,167.30 from Account No. 8120-63451 (Wastewater Treatment Plant Major Maintenance) to Account No. 8120-69201 for \$10,167.30 (Wastewater Treatment Plant Equipment) and Account No. 7120-69201 for \$10,167.30 (Water Treatment Plant Equipment).

Future Agenda Items

9. Future Agenda Items

Reports and Communications

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

10. City Manager's Report

11. City Council Reports

Adjournment

CITY OF YUBA CITY
STAFF REPORT

Date: September 1, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Purchase and Installation of Fire Station No. 2 Alert System

Recommendation: Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class I Categorical Exemption

B. Awards a contract to US Digital Designs, Inc. by Honeywell of Tempe, AZ for the purchase and installation of station alerting system for Fire Station No. 2 through National Purchasing Partners Contract No. PS20350, in the amount of \$141,455.99, with an additional \$14,145.60 contingency for a total of \$155,601.59, with the finding that it is in the best interest of the City

C. Awards a contract to Sutter Buttes Communications, Inc. of Yuba City, CA for radio integration and associated services related to the alerting system as they are the City's preferred area vendor as approved pursuant to the Citywide Sole Source per Resolution 26-071, in the amount of \$18,661.00 plus \$1,866.10 contingency for a total of \$20,527.10, with the finding that it is in the best interest of the City

D. Authorizes the Public Works Director to execute the agreements and modify the scope of work through change order(s) to the agreements to address changes in quantities or due to unforeseen circumstances arising during construction of the project within the contingency with the finding that it is in the best interest of the City

E. Authorizes the Finance Director to transfer \$27,933.64 from Account 901237 (Fire Station Repair and Renovation) to Account No. 901236 (Fire Station No. 2 Remodel) to keep the project tracking and associated costs consolidated under a single project

Fiscal Impact: Up to a total of \$176,128.69 from the following accounts:

\$148,195.05 – Account No. 901236 (Fire Station No. 2 Remodel)

\$27,933.64 – Budget Transfer from Account No. 901237 (Fire Station Repair and Renovation) to Account No. 901236 (Fire Station No. 2 Remodel) to keep the project tracking and associated costs consolidated under a single project

Purpose:

To update the alert system at Fire Station No. 2 to a modern, standardized platform.

Strategic Focus Area:

Updating the alerting system hardware at Fire Station No. 2 addresses the City Council's Strategic Focus Area of Safe Communities as the new system will improve the Fire Department's ability to rapidly and reliably notify personnel of emergency incidents.

Background:

The existing alerting system at Fire Station No. 2 utilizes technology which has reached the end of its useful life. Replacement parts are becoming increasingly difficult to obtain, manufacturer support has diminished, and qualified service providers are becoming limited. As a result, a major failure of the existing system could result in a prolonged or absolute loss of station alerting functionality. The City's other four Stations also use this alerting system.

Through the Fire Station No. 2 Remodel project, staff identified replacement of the station alerting system as a critical infrastructure improvement. Upgrading to a modern, standardized platform would improve operational reliability while serving as the first phase of a long-term plan to modernize station alerting systems at the City's remaining fire stations.

Analysis:

Staff evaluated available station alerting solutions and determined that the system provided by US Digital Designs, Inc. by Honeywell (USDD) best meets the operational requirements of the Fire Department. USDD's fire station alerting platform is widely deployed by fire departments throughout California and across the United States, making it an established industry standard with a broad network of certified installers and service providers. This ensures that the City will continue to have access to qualified maintenance, repairs, and future system expansion without relying on obsolete technology or a limited vendor network.

In addition to improving system reliability, the USDD platform enhances dispatch efficiency by providing modern alerting capabilities and integration with current dispatch technologies. The system also incorporates firefighter health and safety features that support targeted alerting, limiting cardiac strain especially for nighttime alerting, reducing unnecessary station-wide noise and minimizing sleep disruption during nighttime responses while ensuring personnel receive timely emergency notifications. These improvements align with current fire service best practices for maintaining firefighter readiness and wellness.

USDD was awarded a Publicly Solicited Contract (Contract No. PS20350) for Public Safety Dispatch, Record Management, and Data Solutions through the National Purchasing Partners (NPPGov) organization. NPPGov is a national cooperative procurement organization which offers publicly solicited contracts to government agencies nationwide, resulting in time and cost efficiencies in the procurement process and better purchasing leverage due to the nationwide scope.

To ensure compatibility with the Fire Department's current radio system, USDD has recommended that the City utilize its preferred area vendor as approved on the Citywide Sole Source per Resolution 26-071, Sutter Buttes Communications, Inc. (SBCI), for radio integration, and antenna and feedline replacement. The City regularly uses SBCI for radio service and maintenance.

Staff's recommendation is to piggyback on NPPGov's contract with USDD for the purchase and installation of the new alerting system at Fire Station No. 2, pursuant to Municipal Code Section 2-6.14 which allows Council to waive competitive bidding requirements when it determines it is in the best interest of the City to do so in favor of cooperative purchasing to capitalize on the cost savings of the nationwide contract. Staff also recommend entering into an agreement with SBCI, for radio integration and associated services.

Fiscal Impact:

Based upon the NPPGov Quote, USDD's scope of work will cost \$141,455.99. Staff requests a ten percent contingency of \$14,145.60 for any unforeseen circumstances that may arise during construction. Additionally, SBCI's scope of work will cost \$18,661.00. Staff also requests a ten percent contingency of \$1,866.10 for this contract. The total implementation cost for the services is \$176,128.69.

Currently, Account No. 901236-65501 (Fire Station No. 2 Remodel) has a balance of \$148,195.05, which is \$27,933.64 less than what is necessary to fund the project. To fund the shortfall, staff recommends a budget transfer from CIP Account No. 901237-65501 (Fire Station Repair and Renovation) to CIP Account No. 901236-65501 to keep the project tracking and associated costs consolidated under a single project. CIP Account No. 901237-65501 has a balance of \$276,289.91.

Environmental:

Staff has performed a preliminary environmental assessment of this project and has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines section 15301(a), as the removal and replacement of the existing alerting system at Fire Station No. 2 is defined as a minor alteration of an existing public structure involving no expansion. Further, none of the exceptions to the Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

Alternatives:

1. Direct staff to utilize formal bidding procedures for the installation of the station alerting system.
2. Direct staff to continue utilizing the current system and cancel the project.

Recommendation:

Adopt a Resolution which takes the following actions:

A. Adopts a CEQA Class I Categorical Exemption

B. Awards a contract to US Digital Designs, Inc. by Honeywell of Tempe, AZ for the purchase and installation of station alerting system for Fire Station No. 2 through National Purchasing Partners Contract No. PS20350, in the amount of \$141,455.99, with an additional \$14,145.60 contingency for a total of \$155,601.59, with the finding that it is in the best interest of the City

C. Awards a contract to Sutter Buttes Communications, Inc. of Yuba City, CA for radio integration and associated services related to the alerting system as they are the City's preferred area vendor as approved pursuant to the Citywide Sole Source per Resolution 26-071, in the amount of \$18,661.00 plus \$1,866.10 contingency for a total of \$20,527.10, with the finding that it is in the best interest of the City

D. Authorizes the Public Works Director to execute the agreements and modify the scope of work through change order(s) to the agreements to address changes in quantities or due to unforeseen

circumstances arising during construction of the project within the contingency with the finding that it is in the best interest of the City

E. Authorized the Finance Director to transfer \$27,933.64 from Account 901237 (Fire Station Repair and Renovation) to Account No. 901236 (Fire Station No. 2 Remodel) to keep the project tracking and associated costs consolidated under a single project

Attachments:

1. Attachment 1 - Resolution
2. Exhibit A - US Digital Designs Honeywell - Proposal and NPPGov Contract
3. Exhibit B - Sutter Buttes Communication - Proposal

Prepared By:

Tami Omand
Public Works Administrative Analyst

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTS A CEQA CLASS I CATEGORICAL EXEMPTION, AWARDS A CONTRACT TO US
DIGITAL DESIGNS, INC. BY HONEYWELL (USDD) OF TEMPE, AZ FOR THE PURCHASE
AND INSTALLATION OF STATION ALERTING SYSTEM FOR FIRE STATION NO. 2
THROUGH NATIONAL PURCHASING PARTNERS CONTRACT NO. PS20350 IN THE
AMOUNT OF THEIR TOTAL QUOTE OF \$141,455.99, AND AWARDS A CONTRACT TO
SUTTER BUTTES COMMUNICATIONS, INC (SBC) OF YUBA CITY, CA FOR RADIO
INTEGRATION AND ASSOCIATED SERVICES RELATED TO THE ALERTING SYSTEM IN
THE AMOUNT OF THEIR TOTAL QUOTE OF \$18,661.00**

WHEREAS, the City desires to purchase and install US Digital Designs, Inc. by Honeywell (USDD) Station Alerting System for Fire Station No. 2; and

WHEREAS, the existing alerting system at Fire Station No. 2 utilizes technology which has reached the end of its useful life, replacement parts are becoming increasingly difficult to obtain, manufacturer support has diminished, and qualified service providers are becoming limited; and

WHEREAS, staff evaluated available station alerting solutions and determined that the system provided by (USDD) best meets the operational requirements of the Fire Department; and

WHEREAS, USDD was awarded a Publicly Solicited Contract (Contract No. PS20350) for Public Safety Dispatch, Record Management, and Data Solutions through the National Purchasing Partners (NPPGov) organization; and

WHEREAS, the City desires to piggyback off of NPPGov contract number PS20350 for the purchase and installation of Station Alerting System, as authorized under Municipal Code Section 2-6.14; and

WHEREAS, the City desires to award the purchase to USDD for the procurement of Station Alerting System in the amount of \$141,455.99 utilizing the NPPGov contract number PS20350; and

WHEREAS, USDD has recommended that the City utilize its preferred area vendor as approved on the Citywide Sole Source per Resolution 26-071 , Sutter Buttes Communications, Inc. (SBC), for radio integration, and antenna and feedline replacement with the finding that it is in the best interest of the City.

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

1. City Council finds that all the facts set forth in the recitals above are true and correct and incorporated herein.
2. The City has performed a preliminary environmental assessment of this project and the City Council has determined that it falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines section 15301(a), as the removal and replacement of the existing alerting system at Fire Station No. 2 is defined as a minor alteration of an existing public structure involving negligible or no expansion of existing use. Further,

none of the exceptions to the Categorical Exemptions set forth in CEQA Guidelines 15300.2 apply to this project.

3. City Council waives the competitive bidding requirements set forth in Municipal Code Section 2-6.14 and determines that it is in the best interest of the City to authorize and approve of a cooperative purchasing agreement. The City Council hereby awards USDD the purchase and installation of a new alerting system at Fire Station No. 2 under the NPPGov Contract No. PS20350 in the amount of \$141,455.99. The City Council further authorizes the City Manager, or designee, to enter into an agreement with USDD for the purchase and installation of Station Alerting System consistent with the terms of this Resolution and the material terms of the proposal attached hereto, and subject to approval of the agreement as to legal form by the City Attorney. The City Council also approves an additional 10% contingency of \$14,145.60 for a project total of \$155,601.59.
4. The City Council finds that award to SBCI as a Citywide Sole Source vendor per Resolution 26-071 is appropriate for radio integration and associated services related to the alerting system in the amount of \$18,661.00 with an additional 10% contingency of \$1,866.10 for a project total of \$20,527.10 with the finding that it is in the best interest of the City.
5. City Council does hereby authorize the Finance Director to transfer \$27,933.64 from Account 901237 (Fire Station Repair and Renovation) to Account No. 901236 (Fire Station No. 2 Remodel).
6. The City Council further authorizes the Public Works Director to execute the agreements and modify the scope of work through change order(s) to the agreements to address changes in quantities or due to unforeseen circumstances arising during construction of the project within the contingency.
7. The City Manager is authorized to execute all documents necessary to effectuate this purchase subject to approval as to legal form by the City Attorney.
8. 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 1st day of September, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment(s):

Exhibit A – US Digital Designs, Inc. by Honeywell – Proposal and NPPGov Contract
Exhibit B – Sutter Buttes Communication, Inc. - Proposal

EXHIBIT A

US DIGITAL DESIGNS

by Honeywell

1150 W Grove Pkwy St #110

Tempe, AZ 85283



US DIGITAL DESIGNS

by Honeywell

Author: DMG

Date: 6/15/2026

Expires: 9/13/2026

Proposal: CA_YUBA002 v4

Quotation to:

Yuba City, CA

Yuba City Fire Department

Project:

G2 Fire Station Alerting System

One (1) Dispatch Center & One (1) Station System - FS02

Pricing pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba NPPgov - Contract #PS20350. More information available at: <https://nppgov.com/contract/honeywell/>

Yuba City Fire Department is a member: M-5700312

Paul Gyore

Principal Account Manager

(602)-828-0287

(602)-687-1730

Paul.Gyore@honeywell.com

stationalerting.com

Installation Included

The Customer is responsible for identifying any errors or omissions on this quote prior to placing the order.

This proposal is subject to corrections due to errors or omissions

2026 Pricing

Quote Submitted To:
Yuba City, CA
Yuba City Fire Department

PRIMARY DISPATCH SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
CADI-U	CAD Interface - Motorola Flex (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	1	\$ 15,411.38	\$ 13,870.24	No Charge

DISPATCH SYSTEM COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GARI-2	G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plate	1	\$ 3,845.89	\$ 3,461.30	\$ 3,461.30
GARI2-008R	Console Motorola Interface Cable	1	\$ 300.00	\$ 270.00	\$ 270.00

DISPATCH SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
GW-VM	G2 Communications Gateway - VMWare Virtual (Software for Controller with Install Assistance)	1	\$ 10,008.00	\$ 9,007.20	\$ 9,007.20
GW-CM	Gateway Configuration & Modifications	60	\$ 373.75	\$ 336.38	\$ 20,182.80
GW-I-C	Gateway Installation / BY CUSTOMER (with Virtual Assistance by USDD Personnel)	1	\$ 431.25	\$ 388.13	\$ 388.13
GW-PM	Gateway Project Management	1	\$ 3,869.78	\$ 3,482.80	\$ 3,482.80
TRA-DIS-O	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	1	\$ 5,259.19	\$ 4,733.27	\$ 4,733.27
TRA-STA-O	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	1	\$ 5,259.19	\$ 4,733.27	\$ 4,733.27

PRIMARY DISPATCH SYSTEM

System Total:	\$	46,258.77
Shipping Total:	\$	43.00
System Subtotal	\$	46,301.77

PRIMARY DISPATCH SERVICE & SUPPORT

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase					
RS-1YR-STD	Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	\$ 1,415.39	\$ 1,273.85	No Charge

INDIVIDUAL DISPATCH SYSTEMS TOTALS

Primary Dispatch System Total:	\$	46,301.77
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DISPATCH-LEVEL SUBTOTALS

ALL SYSTEMS SUBTOTAL:	46,258.77
ALL SHIPPING SUBTOTAL:	43.00
ALL SERVICE & SUPPORT:	-
ALL PRIMARY DISPATCH-LEVEL ESTIMATED TAX:	270.52
ALL PRIMARY DISPATCH-LEVEL GRAND TOTAL:	46,572.29

US DIGITAL DESIGNS
by Honeywell

Quote Submitted To:
Yuba City, CA
Yuba City Fire Department

STATION 02

USDD Design Referenced:
USDD.CA_YUBA.FS02.FSA.2026.05.05

STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	\$ 1,504.91	\$ 1,354.42	\$ 1,354.42
G2-APP-DLA	G2 Mobile FSAS App	24	\$ 15.00	\$ 13.50	No Charge

STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	\$ 24,203.40	\$ 21,783.06	\$ 21,783.06
UPS-STD	ATX UPS, Standard	1	\$ 1,048.17	\$ 943.35	\$ 943.35
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	\$ 79.57	\$ 71.61	\$ 71.61

STATION SYSTEM PERIPHERAL COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
TV-R	G2 HDTV Remote	3	\$ 1,121.50	\$ 1,009.35	\$ 3,028.05
PB-B	Push Button, Standard (Black)	1	\$ 132.83	\$ 119.54	\$ 119.54
PB-R	Push Button, Emergency (Red)	1	\$ 132.83	\$ 119.54	\$ 119.54
MR-2	G2 Message Remote 2	1	\$ 1,841.44	\$ 1,657.29	\$ 1,657.29
USDD-LCD-SIGN	G2 LCD Message Sign	3	\$ 3,150.00	\$ 2,835.00	\$ 8,505.00
MS-MNT	MS Mount - Articulating	2	\$ 409.50	\$ 368.55	\$ 737.10
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	11	\$ 392.70	\$ 353.43	\$ 3,887.73
SPK-OAS	G2 Speaker - OmniAlertStrobe	1	\$ 1,653.75	\$ 1,488.38	\$ 1,488.38
SPK-STD-FM	Speaker - Standard, Flush Mount	6	\$ 138.92	\$ 125.02	\$ 750.12
SPK-W-SM	Speaker - Weatherized, Surface Mount	2	\$ 392.44	\$ 353.19	\$ 706.38
STR-2	G2 Strobe Light / Red LED	4	\$ 694.58	\$ 625.12	\$ 2,500.48

STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation	1	\$ 37,862.88	\$ 37,862.88	\$ 37,862.88
ST-SU	Station Configuration & Commissioning	1	\$ 3,025.00	\$ 2,722.50	\$ 2,722.50
ST-PM	Station Project Management	1	\$ 1,650.00	\$ 1,485.00	\$ 1,485.00
ST-ES	Station Engineering & Design Services	1	\$ 825.00	\$ 742.50	\$ 742.50
FREIGHT-CHARGES	Shipping	1	\$ 964.00	\$ 964.00	\$ 964.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	[STANDARD] 1st Year Warranty & Support - Included with Initial Purchase Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays; Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;	1.0	\$ 5,294.67	\$ 4,765.21	No Charge

STATION 02

Equipment Only:	\$ 47,652.05
System:	\$ 90,464.93
Shipping:	\$ 964.00
Service & Support:	\$ -
Estimated Tax:	\$ 3,454.77
Station Subtotal:	\$ 94,883.70

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

Quote Submitted To:
Yuba City, CA
Yuba City Fire Department

SECTION TOTALS

[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$USD]

PRIMARY DISPATCH SYSTEM :	\$	46,301.77
PRIMARY DISPATCH SERVICE & SUPPORT :	\$	-
PRIMARY DISPATCH SYSTEM ESTIMATED TAX:	\$	270.52
Notes: One (1) Dispatch Center System included in this proposal.		
Dispatch-Level Subtotal:	\$	46,572.29

STATION 02 SYSTEM:	\$	91,428.93
STATION 02 SERVICE & SUPPORT:	\$	-
STATION 02 ESTIMATED TAX:	\$	3,454.77
Notes: One (1) Station System included in this proposal with installation included.		
Station-Level Subtotal:	\$	94,883.70

Equipment & Service Total: \$ 137,730.70

Tax Total: \$ 3,725.29

US Digital Designs System Total: \$ 141,455.99

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement.

TERMS AND CONDITIONS OF HONEYWELL PRODUCT SALES

These terms and conditions of sale ("Terms and Conditions") are adopted effective January 1, 2023 (the "Terms and Conditions Effective Date"), and supersede all prior versions covering the sale of products and related services (collectively, "Products", as defined more specifically below) by Honeywell International Inc., through its US Digital Designs group ("Honeywell"). References to "Customer", "you", or "your" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the "Agreement") set forth the entire agreement between the parties relating to your purchase of Honeywell Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

1. **ORDERS.** Orders (including any revised and follow-on orders) (each, an "Order") for Honeywell Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by Honeywell and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. Honeywell's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order.
 - 1.1 **No Returns.** Because of the nature of System and its Products, Honeywell cannot accept returns of Product for refund, credit, exchange or any other purpose. Notwithstanding, defective Products may be returned as provided for under Section 9.4 – Return Material Authorization Process. Customer must thoroughly assess its requirements and specifications prior to ordering.
2. **REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by Honeywell.
3. **QUOTE PRICING.** This proposal expires 90 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.
4. **PAYMENT.**
 - 4.1. **Invoicing & Payment.** Honeywell reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, Honeywell shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse Honeywell for any and all reasonable attorneys' fees and costs which are incurred by Honeywell in the collection of amounts due and payable hereunder.
 - 4.2. **Payment Disputes.** Any disputes must be provided to Honeywell as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
 - 4.3. **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
 - 4.4. **Credit Card Payments.** All Honeywell quotes are developed for the Customer with the understanding that any purchase of the Products listed thereon will facilitated using to Honeywell's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.
5. **SURCHARGES.**
 - 5.1. For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.
 - 5.2. Honeywell will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.
6. **CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Honeywell for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by Honeywell related to the Order.
7. **TAXES.** Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Honeywell is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse Honeywell for any such payments made by Honeywell.
8. **SHIPPING/DELIVERY/RISK OF LOSS.**

8.1. Delivery Liability. Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.

8.1.1. Inspection upon Receipt. The Customer must inspect all shipments upon receipt. Any claims for damage, loss, or shortages must be submitted within 10 calendar days of receipt. Honeywell will not be responsible for claims made after this 10-day period.

8.2. Future Delivery and Repricing. Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. Honeywell will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, Honeywell may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the Honeywell Products included in the Order. Honeywell will include any repricing in its final invoice related to the Order.

8.3. Storage Fees. If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay Honeywell a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order. Customer has not taken delivery of the Products in the Order. Honeywell will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.

8.4. Title & Risk of Loss. Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all shipments (except that Honeywell is responsible for obtaining any export license), and (ii) F.O.B. Honeywell Dock for all domestic shipments. For shipments from a Honeywell Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. Honeywell shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

9. LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

9.1 Product Warranty Terms

9.1.1. If Customer is purchasing a new System, i.e., the initial System for Customer, or for a new Dispatch System or Station System, subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from Customer's "Commissioning Date" ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. For purposes of subparagraph, "Commissioning Date" shall mean the date on which an authorized Honeywell technician has inspected and approved installations, confirmed that all connections and start-up configurations are properly working, and confirming the System can send and receive alerts through the configured communication pathways.

9.1.2. If Customer is purchasing Products or services to add to or as replacement Products for an existing System, subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products for 12 months from the day of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

9.2. Product Defects. If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by Honeywell, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Parts provided by Honeywell in fulfillment of its warranty obligation must be used in the same Honeywell Fire Station Alerting System for which the warranty claim is made.

9.3. Procedure for Warranty Claims.

9.3.1. Prior to making a Warranty claim, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site at <https://buildings.honeywell.com/us/en/brands/our-brands/usdd>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

9.3.2. If a defect with the Hardware arises and Customer makes a valid Support Service Request within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be new or equivalent to new in performance and reliability and at least functionally equivalent to the original Hardware. When Hardware is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Support Services must be used in the System to which this Agreement applies.

9.4. Return Material Authorization Process. If a Customer makes a claim for an advanced replacement of a Hardware component during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Hardware, model, serial number, and a description of the Hardware's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Hardware that the Customer is returning. The original Hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Hardware must be shipped back within 10 days of receiving the replacement Hardware. Failure to return the original Hardware or failure to return the original Hardware in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

9.5. No Fault Found. Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, Honeywell shall invoice Customer for the full market value of the replacement Product.

9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.

9.6.1. Honeywell does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. Honeywell further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

9.6.2. Honeywell does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, Honeywell will be unable to warrant or support the Products unless Honeywell has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations

9.6.3. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

9.6.4. Honeywell cannot warrant nor support any system not using Honeywell-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

9.6.5. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-Honeywell products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of Honeywell's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

10. LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If Honeywell cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO HONEYWELL FOR THE PRODUCTS GIVING RISE TO THE CLAIM. Honeywell disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

11. SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between Honeywell and Customer. Honeywell offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact Honeywell regarding its Service Agreement and costs associated therewith.

12. **SOFTWARE PRODUCTS.** All software Products delivered by Honeywell to Customer or for which Honeywell provides access, including, without limitation, Honeywell's mobile application software and Products with embedded software or firmware (collectively, "Software") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by Honeywell and Customer's fire station alerting system (the "License"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by Honeywell with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.
13. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter Honeywell's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Honeywell's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, "Intellectual Property" means any and all rights of Honeywell related to Honeywell's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.
14. **FIRST ARRIVING MOBILE APP.** If Customer wishes to use its First Arriving Mobile App ("First Arriving") with the System being acquired from Honeywell, Customer agrees to the following:
- 14.1 Customer acknowledges that it bears full responsibility for complying with applicable law and regulations, including all privacy requirements, and for providing any required notices and obtaining all required consents in order for Honeywell to transmit alert to First Arriving. Customer also acknowledges that Honeywell bears no responsibility for any service failure by First Arriving, nor is Honeywell responsible for supporting First Arriving's services or platform. Honeywell is offering to transmit alerts that are transmitted through its Honeywell service to First Arriving merely as a courtesy to Customer.
- 14.2 IN NO EVENT SHALL HONEYWELL BE LIABLE TO CUSTOMER FOR ANY CLAIMS, WHETHER ARISING FROM ANY INDEMNIFICATION OBLIGATION HONEYWELL MAY HAVE OR THAT ARISE FROM A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDEIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) THAT RELATE TO OR ARISE OUT OF HONEYWELL'S TRANSMISSION OF ALERTS TO FIRST ARRIVING. FURTHER HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH ITS TRANSMISSION OF ALERTS TO FIRST ARRIVING WILL BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO HONEYWELL IN ORDER FOR HONEYWELL TO TRANSMIT ALERTS TO FIRST ARRIVING OR \$100.
15. **REMOTE ACCESS TO THE SYSTEM.**
- 15.1 **Remote Access.** Honeywell requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide Honeywell support personnel VPN or similar remote network access to the Products for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. Honeywell will only access Customer's Products with the knowledge and consent of Customer. Honeywell will not access any other systems or data.
- 15.2. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.
- 15.3. **Timely Access.** Customers must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the Customer is unable to provide remote access, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- 15.4. **Physical Security Tokens.** Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens, this may delay after hours service.
16. **GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.
17. **DISPUTE RESOLUTION/ARBITRATION.** Before either Honeywell or Customer initiate any dispute resolution process related to the Agreement, they must schedule an executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then Honeywell and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by litigation with jurisdiction being Maricopa County, Arizona.

18. **FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling its Order.

19. **ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and Honeywell when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to Honeywell for any of the goods or services herein described shall constitute acceptance.

- 19.1 **CUSTOMER CAUSED DELAYS.** If the Products and/or Services purchased by Customer hereunder are part of a new system or station implementation project (the "Project"), Honeywell and Customer shall mutually develop a project schedule or timetable ("Project Schedule"). Each party shall use commercially reasonable efforts to perform its obligations in accordance with the Project Schedule, subject to adjustments for reasonable changes or unforeseen events.

Honeywell shall not be liable for any delay, increased cost, or failure to perform to the extent caused by: (i) delays in obtaining parts, materials, equipment, services, or software from any Customer designated supplier; (ii) Customer's failure to timely provide required information, approvals, access, or resources; or (iii) any other act, omission, or circumstance caused by or within the reasonable control of Customer (each, a "Customer Caused Delay").

If a Customer Caused Delay occurs, Honeywell shall be entitled to equitable adjustments to the price, delivery dates, milestones, and any other affected terms to account for increased costs, delays, or other adverse impacts incurred by Honeywell. Such adjustments may include, without limitation: (a) increases in material or component costs required to complete the Project; (b) costs associated with buy out or long lead items, including additional costs due to currency exchange rate fluctuations; (c) increases in labor, mobilization, or installation costs; and (d) costs associated with pre building, warehousing, storage, handling, insurance, or preservation of equipment, at Honeywell's discretion.

If performance of the Project is delayed for a cumulative period exceeding six (6) months beyond the scheduled Project completion date due to Customer Caused Delays, Honeywell may, upon written notice to Customer, (i) suspend performance of the affected Products and/or Services until such delays are remedied, (ii) invoice Customer for reasonable costs incurred as a result of the suspension, and/or (iii) require renegotiation of pricing, schedule, and other affected terms as a condition to resuming performance.

Further, if either (a) the Project is not completed within six (6) months of the scheduled Project completion date due to Customer Caused Delays, or (b) Honeywell and Customer have not mutually agreed upon the required adjustments to price, delivery dates, and other affected terms within sixty (60) days following the expiration or continuation of such delays, Honeywell may, upon written notice, terminate or cancel any affected outstanding Customer Orders, in whole or in part, without liability. Such termination shall be without prejudice to Honeywell's right to recover amounts due for Products delivered, Services performed, and any reasonable costs incurred as a result of the Customer Caused Delay, including demobilization, storage, and restart costs.

20. **SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.
21. **WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.
22. **NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

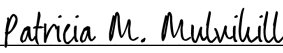
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

A49AFD929F7246E...

Date: June 13, 2023

BY: Patricia M. Mulvihill
ITS: Executive Director

League of Oregon Cities Contact Information:

Contact Person: Kevin Toon
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: rfp@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____
Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser"), and HONEYWELL INTERNATIONAL INC., through its US Digital Designs group ("USDD") ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Public Safety Dispatch, Record Management, and Data Solutions, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Public Safety Dispatch, Record Management, and Data Solutions, the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2605 for Public Safety Dispatch, Record Management, and Data Solutions; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2605 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA26480, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See <https://ofp.dasapp.oregon.gov/> for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and G, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and G herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as

limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

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

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Honeywell International Inc.
1150 W. Grove Parkway
Suite 110
Tempe, Arizona 85283
ATTN: Brian Cruz
Email: brian.cruz@honeywell.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation,

deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: June 22, 2026 | 7:49 AM PDT

VENDOR:

Signed by:
Signature: Susheel Tenguria
086B02EA5EF9449...

Printed Name: Susheel Tenguria

Title: Vice President Fire Software
HONEYWELL INTERNATIONAL INC.

Dated: 19-Jun-2026 | 2:00:20 PM MST

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Product Category	Percentage (%) off List Price
DISPATCH SYSTEMS FOR FIRST RESPONDERS AND GOVERNMENT	10%
RECORD MANAGEMENT SYSTEMS	N/A
CONVERSION/IMPLEMENTATION, TRAINING AND SUPPORT	10%
INSTALLATION, MAINTENANCE, SERVICE AND TESTING	0% (except as otherwise noted in the Pricing Schedule)
OTHER	10%



US DIGITAL DESIGNS
by Honeywell

Honeywell
International Inc., US
Digital Designs group
1150 W. Grove Parkway,
Suite 110
Tempe, Arizona 85283

CATALOG PRICE SCHEDULE

Any Related Shipping/Tax Not Assumed or Included.

ANY NEW PRODUCTS DEVELOPED DURING THE TERM OF THE CONTRACT WILL BE
OFFERED TO MEMBERS AT 10% OF USDD LIST PRICE

DISPATCH SYSTEM INTERFACES	SKU	List Price	Discount	Member Price
Radio System Interface (Full Console Interface) – To L3Harris SYMPHONY (Requires Applications Server (DA2) and owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	RSI-SYMP	\$ 14,332.50	10%	\$12,899.25
Radio System Interface (Full Console Interface) – To Motorola MCC7500 (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	RSI-MCC7	\$ 14,332.50	10%	\$12,899.25
CAD Interface -To Primary G2-GW, USDD-Side (USDD-side Only – Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-U	\$ 15,411.38	10%	\$13,870.24
CAD Interface - To additional backup G2-GW servers, USDD-Side (USDD-side Only – Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-B	\$ 7,705.69	10%	\$6,935.12
DISPATCH SYSTEM COMPONENTS	SKU	List Price	Discount	Member Price
G2 Communications Gateway Pair (Primary FSA Servers) 2@1RU each (2RU Total)	G2-GW	\$15,762.60	10%	\$14,186.34
G2 Communications Gateway – VMWare Virtual (Software for Controller with Install Assistance)	G2-VM	\$10,008.00	10%	\$9,007.20
G2 Gateway Audio Radio Interface (GARI) - Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	GARI-2	\$3,845.89	10%	\$3,461.30
G2 TV REMOTE Module, For Dispatch-Level Information (TV & Electrical Outlet by Others)	TV-R	\$1,121.50	10%	\$1,009.35
Console Motorola Interface Cable	GARI2-008R	\$300.00	10%	\$270.00
Motorola APX XTL, Cable Active Low	GARI-2009R	\$300.00	10%	\$270.00
Dual Motorola APX Console I/O Adapter	GARI-2-010R	\$300.00	10%	\$270.00
Motorola Busy High Converter	USDD-A0012	\$300.00	10%	\$270.00

DISPATCH SYSTEM SERVICES	SKU	List Price	Discount	Member Price
Gateway Configuration & Modifications	GW-CM	\$373.75	10%	\$336.38
Gateway Installation / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio IT personnel) Varies by Geographic location	GW-I-O	\$3,000.00	10%	\$2,700.00
Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE BY USDD PERSONNEL)	GW-I-C	\$431.25	10%	\$388.13
Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-SU-O	\$7,154.44	10%	\$6,438.99
Gateway Project Management	GW-PM	\$ 3,869.78	10%	\$3,482.80
Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	TRA-DIS-O	\$ 5,259.19	10%	\$4,733.27
Training - System Administrator / Dispatch Supervisor - AZ Training Facility (4 Hours)	TRA-DIS-R	\$ 1,599.94	10%	\$1,439.94
Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	TRA-STA-O	\$ 5,259.19	10%	\$4,733.27
Training - Station-Level Configuration and Equipment Usage - AZ Training Facility (4 Hours)	TRA-STA-R	\$ 1,599.94	10%	\$1,439.94
Training - Station-Level Configuration and Equipment Usage - AZ Training Facility (2 Hours)	TRA-UT-R	\$ 682.50	10%	\$614.25
Training - Installation Contractor - AZ Training Facility / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 3,773.44	10%	\$3,396.09
Training - Installation Contractor - On-Site / USDD G2 Certification / 8 Hours (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 7,395.94	10%	\$6,656.34
APP LICENSES	SKU	List Price	Discount	Member Price
Phoenix G2 Mobile App - Single Device License / Per Year Cost	G2-APP-DLA	\$ 15.00	10%	\$ 13.50
USDD-Hosted Mapping - Included	SKU	List Price		Member Price
G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) – Only for customers not paying support	MAP-CLD	\$ 1,540.00	10%	\$1,386.00
RETROFIT COMPONENTS (Integration into Legacy Systems and Legacy Conversion)	SKU	List Price	Discount	Member Price
Mixer - G2 Power, Audio & Ethernet (24 devices) - Version 2	MIXR-IP	\$2,413.85	10%	\$2,172.47
Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	G2-PWR	\$2,843.38	10%	\$2,559.04
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	G2-LAN	\$948.75	10%	\$853.88
UPS - Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	UPS-RM	\$1,520.88	10%	\$1,368.79

SPECIAL SYSTEM COMPONENTS & PRODUCTS (for replacement of damaged original parts/Critical Updates Only) 90-Day Warranty	SKU	List Price	Discount	Member Price
ATX Mother Board – Replacement for Damaged or EOL Original	USDD-0103E	\$ 8,497.50	10%	\$ 7,647.75
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	ATX-LAN	\$ 375.95	10%	\$ 338.36
ATX Touch Panel Computer - replacement for Damaged of EOL Original (ships with new door assembly)	ATX-TPC	\$8,143.70	10%	\$7,329.33
PoE Injector - Provides local 48vdc power to specific USDD G2 FSA System peripheral components	G2-POE	\$ 461.96	10%	\$ 415.76
STATION SYSTEM LICENSES	SKU	List Price	Discount	Member Price
G2 VOICEALERT - Single Station License	G2-VA	\$ 1,504.91	10%	\$ 1,354.42
STATION SYSTEM CONTROLLER	SKU	List Price	Discount	Member Price
G2 ATX STATION CONTROLLER – Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$24,203.40	10%	\$21,783.06
G2 ATX-Upgrade STATION CONTROLLER - Software upgrade for ATX-Lite, adds 6 additional peripherals to ATX-Lite	ATX-UPGRADE	\$14,200.00	10%	\$12,780.00
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	ATX-EXP	\$7,838.00	10%	\$7,054.20
Rack Mount Ears for ATX or EXP	ATX-E	\$ 78.51	10%	\$70.66
Base Plate for ATX or EXP	ATX-P	\$ 78.51	10%	\$70.66
USB GPS Time Adjustment Module - Required for any ATX Station Controller not connected to any dispatch-level G2 FSA System	TMR-GPS	\$ 54.11	10%	\$48.70
ATX UPS, Standard	UPS-STD	\$ 1,048.17	10%	\$943.35
Wall-Mount for UPS - Shelf/Bracket,	UPS-WMB	\$ 79.57	10%	\$71.61
G2 ATX-Audio STATION CONTROLLER	ATX-AUDIO	\$ 10,000.00	10%	\$9,000.00
G2 ATX-Audio-Upgrade STATION CONTROLLER - Software upgrade for ATX-AUDIO, adds full capability of ATX	ATX-AUDIO-UPGRADE	\$ 14,200.00	10%	\$12,780.00
STATION SYSTEM PERIPHERAL COMPONENTS	SKU	List Price	Discount	Member Price
Audio Amplifier , External, Standard	AMP-70V	\$ 1,287.66	10%	\$1,158.89
Shelf , Under Table or Wall Mount, for 1U ½ Rack	AMP-S	\$ 95.76	10%	\$86.18
G2 COLOR INDICATOR REMOTE - Module – Up to 8 unique colors	CIR	\$1,096.10	10%	\$986.49

G2 COLOR INDICATOR REMOTE- BACK BOX - for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	CIR-SMB	\$ 173.36	10%	\$156.02
G2 I/O REMOTE - Module with (8) Digital Inputs and (8) Digital Outputs	IOR	\$ 1,660.58	10%	\$1,494.52
Push Button, Standard (Black)	PB-B	\$ 132.83	10%	\$119.54
Push Button, Emergency (Red)	PB-R	\$ 132.83	10%	\$119.54
POE INJECTOR – Provides local 48vdc power to specific USDD peripheral components	G2-POE	\$ 470.93	10%	\$423.83
G2 MESSAGE REMOTE 2 - Module	MR-2	\$ 1,841.44	10%	\$1,657.29
G2 LCD MESSAGE SIGN	USDD-LCD-SIGN	\$ 3,150.00	10%	\$2,835.00
G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,321.03	10%	\$1,188.93
G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,653.75	10%	\$1,488.38
G2 MESSAGE SIGN (Digital LED) EXTENDED GammaSign / 36" Active Screen Width	MS-G-E	\$ 2,469.14	10%	\$2,222.23
MS-G Adapter Plate, SINGLE . VESA 100, joins (1) <u>MS-G-S (or-E)</u> to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 66.68	10%	\$60.01
MS-G Adapter Plate, DOUBLE , VESA 100, joins (2) <u>MS-G-S(or-E)</u> to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 78.75	10%	\$70.88
MS-G Hanger Kit . Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	MS-HK	\$ 91.98	10%	\$82.78
MS Mount – Articulating, Long reach	MS-MNT	\$ 409.50	10%	\$368.55
G2 ROOM REMOTE 2 - Module; Can be configured to provide Local Alerting Remote or Remote User Interface functions	RR-2	\$ 2,445.45	10%	\$2,200.91
RR2 Adapter Plate , for Retrofit in RR1 Wall Cavity	RR2-AP	\$ 90.83	10%	\$81.74
RR2 Surface Mount Box , for SURFACE MOUNT (hard wall) installation. Three (3) ¾" conduit knock-outs.	RR2-SMB	\$ 211.31	10%	\$190.18
G2 SPEAKER – LED Illuminated – FLUSH Mount, 70v	SPK-LED-FM	\$ 392.70	10%	\$353.43
G2 SPEAKER – LED Illuminated – SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 467.50	10%	\$420.75
G2 SPEAKER – OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays – includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	SPK-OAS	\$ 1,653.75	10%	\$1,488.38
SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP - for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	\$ 24.15	10%	\$21.74
SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET - for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	\$ 66.68	10%	\$60.01

SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT – for mounting directly to hard ceiling	SPK-OAS-SMB	\$ 66.68	10%	\$60.01
SPEAKER – STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 138.92	10%	\$125.02
SPEAKER – STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 165.38	10%	\$148.84
SPEAKER – APP BAY/OUTDOOR – Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 392.44	10%	\$353.19
G2 Strobe Light / Red LED	STR-2	\$ 694.58	10%	\$625.12
G2 TV REMOTE Module – For Station-Level Information (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TV-R	\$ 1,121.50	10%	\$1,009.35
Flat Panel Monitor / Smart HDTV 40-43” (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FPM-S	\$ 1,328.25	10%	\$1,195.43
Flat Panel/TV Mount – Universal 23”-46” Tilt	FPM-U	\$ 144.90	10%	\$130.41
Transformer, 8ohm to 70V, External	XFMR	\$ 77.91	10%	\$ 70.12
Outdoor IP Video Intercom – Doorbell & Camera that ties into G2 FSAS (HDTV Remote) – Includes Power Injector	VDS	\$ 2,142.00	10%	\$1,927.80
Station System Services	SKU	List Price	Discount	Member Price
Station Installation (Cost determined by Quote from G2 Certified Installer based on final approved station design)	ST-INST	Variable	0%	TBD
Station Remediation (Removal and Disposal of Legacy Equipment Not currently Assumed or Included, nor is any related Remediation to Paint, Drywall, etc.)	ST-INST	Variable	0%	TBD
Station Commissioning	ST-SU	\$ 3,025.00	10%	\$ 2,722.50
Station Project Management	ST-PM	\$ 1,650.00	10%	\$ 1,485.00
Station Engineering / Design Services	ST-ES	\$ 825.00	10%	\$ 742.50
USDD Customer User Group - Registration Fee Per Individual.	USDD-USR-GRP	\$ 3,200.00	10%	\$ 2,880.00
New Construction Project Management	ST-NCPM	\$ 5,000.00	10%	\$ 4,500.00
Flex Alert	SKU	List Price	Discount	Direct Price
Flex Alert Device - Requires USDD-FLEX-APP annual recurring subscription	USDD-FLEX	\$ 277.78	10%	\$ 250.00
Flex Alert Annual Recurring Subscription - Requires USDD-FLEX ALERT device to receive alerts	USDD-FLEX-APP	\$ 66.67	10%	\$ 60.00

HONEYWELL INTERNATIONAL INC.
US Digital Designs group

SHIPPING RATES

Shipping Weight	Continental US	Alaska/Hawaii
1-5 lbs.	\$14.00	\$43.00
11-15 lbs.	\$18.00	\$62.00
16-20 lbs.	\$24.00	\$79.00
21-25 lbs.	\$30.00	\$93.00
26-30 lbs.	\$37.00	\$114.00
31-35 lbs.	\$44.00	\$132.00
36-40 lbs.	\$51.00	\$148.00
41-45 lbs.	\$61.00	\$166.00
46-50 lbs.	\$67.00	\$183.00
51-55 lbs.	\$69.00	\$200.00
56-60 lbs.	\$74.00	\$230.00
61-65 lbs.	\$76.00	\$247.00
66-70 lbs.	\$77.00	\$268.00
71-75 lbs.	\$79.00	\$289.00
76-80 lbs.	\$81.00	\$302.00
81-85 lbs.	\$83.00	\$315.00
86-90 lbs.	\$87.00	\$332.00
91-95 lbs.	\$92.00	\$350.00
96-100 lbs.	\$97.00	\$366.00
Over 100 lbs.	\$1.00 / lbs.	\$3.75 / lbs.

All products are shipped via Ground unless otherwise specified by the Customer. USDD's Schedule of Shipping Rates is attached below. The attached schedule is subject to change at any time for any increase in shipping charges, fuel surcharges or surcharges for LTL. The Customer is responsible for payment of all shipping costs and all quotes for products will include shipping charges.

All products are shipped FOB DOCK, Freight Pre-Paid unless otherwise specified by the Customer. Title and risk of loss of products passes to the Customer upon shipment of the products from USDD'S warehouse. Notwithstanding, USDD provides shipping insurance for loss or damage during shipping. In the event that the Customer finds evidence of damage incurred during transit, Customer shall notify USDD for resolution. USDD may, at its option and at no additional cost to the Customer either substitute a fully equivalent product or repair the product so that it is no longer damaged.

Installation of dispatch-level components is performed exclusively by USDD personnel. Associated installation costs are outlined in the pricing sheet and vary based on whether installation is completed on-site or remotely. Installation of station-level components must be conducted by installation contractors who have completed USDD's installation training program and have been certified by USDD to provide system installation services. USDD does not perform this installation directly; however, for turnkey projects, USDD may subcontract the work to G2-certified installers. Because third-party contractors provide these services, USDD is unable to offer discounts on installation costs.

Installation costs vary depending on the project's size and complexity, as well as any architectural considerations at the installation site. Typically, USDD provides the customer with a station design indicating the proposed placement of station-level components. After the customer approves these designs, USDD obtains installation quotes based on the approved layouts.

Alternatively, many customers choose to self-install or use a preferred low-voltage contractor to complete the station installation. As the system manufacturer, USDD provides the necessary training to customer personnel or third-party contractors to ensure proper installation of the system. G2 certification familiarizes installers with the unique features of the system. USDD will provide training and supervision for customer or contractor personnel in the installation and configuration of station equipment, which may include classroom instruction, sample installations by USDD personnel, supervised initial installations, and telephone follow-up support. The costs for installation training are included in the pricing sheet.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in Attachment H and may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding \$2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding \$100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding \$150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to “federal” denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to “federal” are specific to the United States federal government.

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

<https://buildings.honeywell.com/us/en/brands/our-brands/usdd/support/terms-and-conditions>

In addition, USDD requests customers execute an End User Acknowledgment and Agreement which incorporates the terms and conditions set forth above in the form attached as Appendix E.

ATTACHMENT H

to Master Price Agreement by and between VENDOR and PURCHASER.

AUTHORIZED DEALER AND DISTRIBUTORS

ANCOM Communications, Inc. 1800 Cliff Road, Suite 17 Burnsville, MN 55337	Chicago Communications, LLC 200 Spangler Avenue Elmhurst, IL 60126
Custom System Designs, Inc. 1108 Sherwood Drive Canyon Lake, TX 78133-4072	Digicom Installations Inc. 11905 Heron Drive Huntley, IL 60142
Emergency Radio Services, LLC (ERS Wireless) 592 W. Perry Road P.O. Box 110 Ligonier, IN	General Communications Inc. (GenCom) 2880 Commerce Park Drive Milwaukee, WI
Keylite Power & Lighting Corp 12240 SW 128 th Court, Unit 107 Miami, FL 33186	Mobile Communications America (MCA) 501 Duncan Perry Road Arlington, TX 76001
Mount Olympus Pro Audio (MOPA) 12376 S. 265 W, Unit 1 Draper, UT 84020	Racom Corporation 201 West State Street Marshalltown, IA 50158
Ron Taylor Fidelity Solutions, Inc. P.O. Box 39 Black Diamond, WA 98010	Two Way Solutions, Inc. 700 E. 3 rd Street Sioux Falls, SD

EXHIBIT B

**SUTTER BUTTES
COMMUNICATIONS, INC**

445 Palora Avenue
Yuba City, CA 95991
(530) 673-3475
ap@sutterbuttescomm.com
www.sutterbuttescomm.com



Estimate

ADDRESS
Yuba City Fire Dept.
Vendor #81930
824 Clark Avenue
Yuba City, CA 95991

SHIP TO
Yuba City Fire Dept.
Vendor #81930
824 Clark Avenue
Yuba City, CA 95991

ESTIMATE 26-070
DATE 06/05/2026

P.O. NUMBER
PENDING

REPRESENTATIVE
Bill Corey

DESCRIPTION	QTY	RATE	AMOUNT
Yuba City Fire Station 2 Station Alerting Project (USDD/Radio Integration)			
Budgetary - Radio Integration, Consultation, Corroboration, Planning Meetings, Implementation, and Testing (with USDD Team). ~32mh, Includes antenna and feedline replacement. Integration to existing APX mobile radio. Reprogram APX as required.	1	8,661.00	8,661.00
Budgetary - Server and GARI installation at Dispatch. Includes planning meetings with USDD, Yuba City IT, and YCFD. Includes cold installation and integration with MCC7500 Console and/or Control Station Radio (TBD) .	1	10,000.00	10,000.00
SUBTOTAL			18,661.00
TAX			0.00
TOTAL			\$18,661.00

Accepted By

Accepted Date

CITY OF YUBA CITY
STAFF REPORT

Date: September 1, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Brownstone Estates – Subdivision Agreement and Final Map Approval
Recommendation: Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, a California Limited Liability Company providing for public improvements associated with the Brownstone Estates Subdivision Map, approving the Brownstone Estates Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on North Colusa Frontage Road between Hooper Road and El Margarita Road.]
Fiscal Impact: Costs and reimbursements in accordance with proposed Subdivision Agreement

Purpose:

To approve the necessary agreement and final subdivision map that specify the terms for the Brownstone Estates development.

Strategic Focus Area:

This supports multiple City Strategic Focus Areas as the development provides for public safety and new infrastructure in a fiscally responsible and business-friendly manner.

Background:

On November 13, 2024, the Planning Commission approved Tentative Map 24-04, Brownstone Estates Subdivision, to subdivide 7.84 acres into 54 single family residential parcels located on North Colusa Frontage Road between Hooper Road and El Margarita Road (Attachment 2). The proposed lot sizes range from 3,509 square feet to 5,908 square feet.

Since Planning Commission approval, the developer and its representatives have been coordinating with City staff to develop the necessary improvement plans and determine the terms of the Subdivision Agreement in accordance with the conditions of approval for the development and City policy.

Analysis:

The procedure for approval of a Final Map is outlined in Title 8, Chapter 2, Article 8 of the Municipal Code. The process is summarized as follows:

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on November 13, 2024.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

In order to proceed with the development, the property owner is to enter into a Subdivision Agreement (Agreement) with the City to ensure the construction of the required public improvements. The Agreement specifies the obligations of the property owner regarding the fees, dedications, and improvements that are required as a condition of the subdivision and guarantees that the required public improvements will be constructed.

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City. Road dedications include Karahi Drive and portions of Hooper Road and El Margarita Road.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Exhibit B of the Agreement identifies the fees owed by the Developer to the City at the time of execution of the Agreement. Those fees include plan check and inspection fees and water main hot taps totaling \$178,668.24, as well as several utility fees that are deferred until the time building permits are filed for individual home construction.

Alternatives:

Delay or modify the recommended actions of approving a Subdivision Agreement or Final Map for the Brownstone Estates Subdivision.

Recommendation:

Adopt a Resolution approving the execution of a Subdivision Agreement with YC Hooper Ventures, LLC, a California Limited Liability Company providing for public improvements associated with the Brownstone Estates Subdivision Map, approving the Brownstone Estates Subdivision Final Map, accepting dedication of rights-of-way and easements shown thereon, and authorizing the filing of the map [Subdivision is located on North Colusa Frontage Road between Hooper Road and El Margarita Road.]

Attachments:

1. Attachment 1 - Resolution

2. Attachment 1 - Exhibit A - Subdivision Agreement
3. Attachment 1 - Exhibit B - Final Map
4. Attachment 2 - Location Map

Prepared By:
Kevin Bradford
Deputy Public Works Director

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING A SUBDIVISION AGREEMENT WITH YC HOOPER VENTURES, LLC, A
CALIFORNIA CORPORATION, FOR THE BROWNSTONE ESTATES SUBDIVISION,
APPROVING THE BROWNSTONE ESTATES SUBDIVISION FINAL MAP
SUBDIVIDING LAND INTO 54 PARCELS TO CONSTRUCT SINGLE-FAMILY
RESIDENTIAL BUILDINGS, ACCEPTING FOR DEDICATION THE PUBLIC RIGHT-
OF-WAY AND UTILITY EASEMENTS SHOWN THEREON, AND AUTHORIZING THE
FILING OF THE MAP**

WHEREAS, YC Hopper Ventures, LLC, a California Limited Liability Company ("Subdivider") owns certain property as identified on Exhibit "B" and has offered for approval a Final Map designated as "Brownstone Estates Subdivision" ("final map"), pursuant to approved Tentative Map for the Brownstone Estates Subdivision ("tentative map"); and

WHEREAS, the subdivision lies within the boundaries of the City of Yuba City; and

WHEREAS, the Planning Commission of the City of Yuba City, by formal resolution, approved said tentative map; and

WHEREAS, the City Engineer has subsequently reviewed the final map and has determined that the conditions of approval associated with the final map have been satisfied, that the final map is in substantial conformance with the tentative map, and that the final map is ready for City Council approval; and

WHEREAS, all the certificates which appear on the final map (except the approval certificate of the Council of the City of Yuba City and the recording certificate of the Recorder of the County of Sutter) have been signed and acknowledged and said final map has been filed for approval; and

WHEREAS, the final map conforms to all of the requirements of the Subdivision Map Act of the State of California, and City ordinances, resolutions and standards, except that Section 66492 and 66493 of the Subdivision Map Act may not be fully complied with at the time of passage of this resolution and owner having previously filed with the Clerk of the Board of Supervisors of Sutter County a Tax Compliance Certificate Request along with copies of the final map considered herewith by the Council; and,

WHEREAS, the proposed subdivision, together with the provisions for its design and improvement, is consistent with all applicable general and specific plans of the City; and,

WHEREAS, the owner, whose signature(s) appear on the final map, and others have offered for dedication certain streets, public utility easements, access rights and other public properties and uses as shown and delineated upon said final map; and

WHEREAS, required public improvements have not been completed by the subdivider as of the filing of the final map, and all required public improvements shall be

required to be completed in accordance with a Subdivision Improvement Agreement approved by and between the City and the Subdivider; and

WHEREAS, the City Council now desires to approve the Subdivision Agreement with Subdivider, approve the final map, accept all dedications thereunder, and authorizes the filing of the map.

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

1. Subdivision Agreement: The City Council approves the Subdivision Agreement with YC Hopper Ventures, LLC, a California Limited Liability Company, attached hereto as Exhibit "A," and authorizes the City Manager or designee to execute the same on behalf of the City of Yuba City.

2. Findings for Final Map: The City Council finds that:

- a. The final map is in substantial compliance with the tentative map, any deviations therefrom being deemed to be approved by the Council.
- b. The requisite conditions associated with the tentative map have been satisfied, subject to the terms of the Subdivision Agreement approved concurrently herewith.
- c. The final map is in conformance with the General Plan and any applicable specific plan(s).
- d. The final map conforms to all applicable requirements of the Subdivision Map Act of the State of California.

3. Approval of Final Map and Acceptance of Dedications: The City Council approves the final map attached hereto as Exhibit "B", subject to the terms of the Subdivision Agreement approved concurrently herewith, and subject to complete compliance with Sections 66492 and 66493 of the Subdivision Map Act prior to release of the final map for recordation. The City Council accepts any and all of the streets, public utility easements, public utility facilities, access rights and all parcels of land and easements offered for dedication on the final map, unless it is stated on the final map that said dedications are subject to City acceptance of subdivider-installed improvements, in which case acceptance shall be subject to improvement in accordance with Section 66477.1 of the California Government Code. In addition, the City Council authorizes the filing of the map.

4. This Resolution is not effective until Subdivider submits Payment and Performance Bonds and obtains approval as to legal form by the City Attorney prior to recordation of the Final Map and Subdivision Improvement Agreement.

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 August, 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Exhibit(s):

- A. Subdivision Agreement
- B. Final Map (Brownstone Estates Subdivision, City of Yuba City)

EXHIBIT “A”

Subdivision Agreement
Final Map of Brownstone Estates
Subdivision
Page 1

WHEN RECORDED MAIL TO:

City Clerk
City of Yuba City
1201 Civic Center Boulevard,
Yuba City, CA 95993

NO FEE-Government Code §6103

Public Works Department
City of Yuba City
1201 Civic Center Boulevard,
Yuba City, CA 95993

SUBDIVISION AGREEMENT
FINAL MAP OF BROWNSTONE ESTATES
(Regarding Tentative Map No. 24-04, Brownstone Estates Subdivision)

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the **City of Yuba City**, a general law city, hereinafter referred to as "City," and **YC Hooper Ventures LLC.**, a California Limited Liability Company, located at 4624 Duckhorn Drive, Sacramento, California 95834, hereinafter referred to as "Subdivider" without regard for number or gender, and is effective the date first appearing on the Clerk's Attestation and signature for the City of Yuba City.

RECITALS

A. Subdivider has filed with City a Final Map proposing the subdivision of land owned by Subdivider, situated in the City of Yuba City, County of Sutter, State of California, hereinafter referred to as the "Subject Property", dividing the real property more particularly described as follows:

Lots 1 through 54, inclusive, of the Final Map of Brownstone Estates according to the map thereof recorded on _____, 20____ in Book _____ of Surveys at Page(s) _____, Sutter County Records.

B. City requires as a condition precedent to the acceptance and approval of the Final Map the dedication of such streets, highways and public places and easements as are delineated and shown on the Final Map, and deems the same as necessary for the public use, and also requires any and all streets delineated and shown on the Final Map shall be improved by the construction and the installation of the improvements hereinafter specified.

C. Section 8-2.809 of the Yuba City City Code ("City Code") requires Subdivider to enter into this Agreement with City whereby Subdivider agrees to do, perform and complete the work and matters required as Conditions of Approval for Tentative Map No. 24-04 dated November 13th, 2024, issued by City and any amendments thereto, hereinafter referred to as "Conditions of Approval", within the time hereinafter specified.

D. Subdivider desires to construct the improvements and develop the Subject Property.

E. Subdivider hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this instrument and all such instruments of subordination, if any, are attached hereto and made a part of this instrument.

AGREEMENT

In consideration of the acceptance of the offers of dedication of the streets, highways, public ways, easements and facilities as shown and delineated on the Final Map, and in

consideration of finding of substantial compliance with said Tentative Map, it is mutually agreed and understood by and between Subdivider and City, and Subdivider and City do hereby mutually agree as follows:

1. The Subject Property is subject to the following:
 - a. Time for Performance. The work and improvements required by the Conditions of Approval shall be performed on or before **24 months** of the effective date of this Agreement, except as otherwise specifically set forth in this Agreement. If Subdivider fails to complete such work within such period, City may (but is not required to) complete the same and recover the full cost and expense thereof from Subdivider.
 - b. Conditions of Approval. The Subject Property shall comply with all Conditions of Approval required by Planning Commission Resolution No. 24-18, dated November 13th, 2024.
 - c. Unforeseen Delays and Extension Process. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. As a prerequisite for obtaining an extension, Subdivider must file a written request for a time extension with the City's Public Works Director within 24 months of the effective date of this Agreement. The written request should set forth the facts and unforeseen causes giving rise to the delay, and must be accompanied by an updated Cost Estimate approved by the City Engineer. Subdivider must also pay an extension fee, if any, established by the most recent City of Yuba City Fee Schedule ("Fee Schedule") based upon the higher of the initial or revised estimated total improvement cost for the Final Map. The Public Works Director, in said Director's sole and exclusive discretion, may grant an extension of time for completion of improvements by Subdivider. The Public Works Director may also re-assess Performance Security, Payment Security and any other improvement security to increase the amount based upon the updated Cost Estimate and pursuant to the types and percentage amounts set forth in Paragraph 5 of this Agreement. The Public Works Director shall give Subdivider written notice of the Director's determination in writing, including any additional Performance Security, Payment Security or other improvement security amounts. The Director's determination shall be final and conclusive. No extension of this Agreement shall be valid unless Subdivider shall provide City any additional improvement security within 20 business days after written notice of the Superintendent's determination. If no extension of time is granted, City shall refund the extension fee, less the cost of any staff time for processing the application, paid by Subdivider at the time of submittal of the request for extension.

2. Scope of Improvements. Subdivider agrees to construct and install, at Subdivider's sole cost and expense, all of the streets, sidewalks, curbs, gutters, storm drainage facilities, water distribution facilities, sewer collection facilities, street lighting facilities, fire hydrants, landscaping and irrigation, and all other work and improvements depicted or required on the Improvement Plans for the Construction on Brownstone Estates Subdivision (City Drawing No. 5608-D), as approved by the City Engineer, and any approved amendments thereto, any Conditions of Approval required by Planning Commission Resolution No. PC 24-18, dated November 13th, 2024 and in compliance with Chapter 2 of Title 8 of the City Municipal Code and the Subdivision Map Act (hereinafter collectively referred to as "Improvements"), which are incorporated by reference and made a part of this Agreement. Improvements shall be done in accordance with the construction standards contained in the most current edition of the City Standard Specifications and Details and, to the extent not addressed therein, in accordance with the State of California Department of Transportation Standard Plans and Specifications as amended by special provisions approved by the City Engineer.

3. Impact and other Fees. Subdivider shall pay to City the total fees and charges due as a condition of Final Map approval, including those required by City Code Section 8-2.803 and 8-2.1515, and Chapter 10 of Title 8 of the City Code, as they may be amended. The total fees and charges are more particularly itemized and made a part of this Agreement in the attached Exhibit "B," which is incorporated by reference.

4. Estimate Reimbursements for Certain Improvements. City shall pay to Subdivider those amounts, if any, shown in Exhibit C, which is incorporated by reference, at such time and only at such time as City has accepted those Improvements. Exhibit C represents City's participation and contribution to the Improvements which City recognizes will ultimately inure to the overall benefit of City, both in connection with the subject development and in connection with future developments. In connection with the amounts set forth in Exhibit C, City has made its best faith efforts at predicting the amounts to be credited as reimbursements for Improvements that will benefit other properties as contemplated by City Code Section 8-2.1501. The parties acknowledge since the subject Improvements have not been completed at the time of execution of this Agreement, the actual cost of construction is not yet known. Some degree of reasonable estimation is incorporated into the calculations, including the amount of fee credits, if any. Subdivider agrees these figures represent City's best estimates only and they are subject to fluctuation following calculation of actual construction costs after improvement completion and acceptance.

Calculations of costs are also based on information submitted by Subdivider to City. Payment of fees and any reimbursements shall be made at the rates and amounts established by the City Code, including pertinent provisions contained in City's Fee Schedule

5. Fee Credit Adjustments. With regard to fee credits including those referenced above and herein, Subdivider may receive designated fee credits from City as offsets toward a development impact fee for construction of certain required infrastructure improvements either as a part of this Agreement or at some future date. With regard to the amounts to be credited as referenced above, Subdivider acknowledges and agrees any such fee credits are provided contingent upon City accepting required infrastructure improvements completely installed by Subdivider. Until then, and notwithstanding any other provision, Subdivider expressly agrees Subdivider has no right to any portion of any fee credit and the Public Works Director for City, in the Director's sole discretion, may unilaterally amend this Agreement effective upon mailed notice to Subdivider to adjust (including adding, reducing or removing) credits at any time prior to acceptance of all required infrastructure improvements by City. Upon adjustment, Subdivider shall pay in full any development impact fees, due from modification of the fee credit, prior to approval of the subdivision map or as may be deferred by a fee deferral covenant. If the subdivision map has already been approved, all such fees shall be promptly paid by Subdivider. City may enforce recovery of such fees in any manner available at law or in equity, including but not limited to private foreclosure and sale of the property in the manner provided in Section 2924 of the California Civil Code or successor statute.

6. Inspections. City shall inspect all Improvements. All Improvements and materials shall be done, performed and installed in strict accordance with the approved construction plans for said work on file with the City Engineer and the Public Works Standards, which said construction plans and Public Works Standards are hereby referred to and adopted and made a part of this Agreement. In the event there are not any Public Works Standards for any of said Improvements, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Division of Highways. All of said Improvements and materials shall be done, performed and installed under the inspection of and to the satisfaction of the City Engineer.

7. Security. Prior to the approval by the City Council of the Final Map, Subdivider shall furnish to City the following improvement securities in the amounts set forth in Exhibit A. Improvement security shall be of the type as provided for in Government Code §66499 subject to

review by the City Attorney and approval of the City Council. Bonds shall be by one or more duly authorized corporate sureties licensed to do business in California subject to the approval of City and on forms furnished or approved by City and Certificates of Deposit must be in a form acceptable to the City Attorney.

- a. Performance Security The total amount shall equal 100% of the final Construction Cost Estimate, as approved by the City Engineer, to be conditioned upon the faithful performance of this Agreement. Performance Security shall be in the amount of \$3,379,660.11 and in the form of a bond naming the City of Yuba City as obligee, or a certificate of deposit made payable only to the City of Yuba City, or cash.
- b. Payment Security The total amount shall equal 100% of the final Construction Cost Estimate of probable Cost of Remaining Items of Work, except if such securities is in the form of cash deposit or deposits or instrument of credit, the amount shall be equal to 50% of the total estimated cost of the improvements, as approved by the City Engineer, to secure payment to all contractors and subcontractors performing work on said improvements and all persons furnishing labor, materials or equipment to them for said improvements. Payment Security shall be in the amount of \$3,379,660.11 and in the form of a bond naming the City of Yuba City as obligee, or in the amount of \$1,689,830.06 in the form of a certificate of deposit made payable only to the City of Yuba City, or cash

8. Damage Prior to Final Acceptance. Any damage to the work or Improvements constructed pursuant to this Agreement occurring after installation shall be made good to the satisfaction of the City Engineer by Subdivider before any securities are released or the final acceptance of the completed work.

9. Remedy of Defects. Subdivider shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one year from the date of acceptance of the Improvements by City.

10. Warranty Security. To ensure Subdivider complies with its obligations set forth in paragraph 7, on acceptance of the required work by the City Engineer, a maintenance bond serving

as warranty security shall be furnished to the City in the minimum amount of \$337,996.61, which represents ten (10) percent of the total Construction Cost Estimate, including portions of improvements already completed. The warranty security shall serve as a guarantee and warranty of the work for a period of one year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one year after final acceptance of the subdivision Improvements.

11. No Right of Trespass. This Agreement shall in no way be construed as a grant by City of any rights to Subdivider to trespass upon land rightfully in the possession of, or owned by, another, whether such land be privately or publicly owned.

12. Indemnification. Subdivider shall be obligated as follows:

a. To the furthest extent allowed by law, Subdivider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Subdivider or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by Subdivider and Subdivider's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work and Improvements; (v) Subdivider and Subdivider's employees, officers, agents, contractors or subcontractor's failure to provide prevailing wages as may be required by law; or (vi) City's granting, issuing or approving use of this Agreement.

b. Subdivider's obligations under the preceding sentence shall apply regardless whether City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

c. If Subdivider should subcontract all or any portion of the work to be performed under this Agreement, Subdivider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of paragraphs "a" and "b" of this Section.

Notwithstanding the preceding sentence, any subcontractor who is a "design professional" as defined in Section 2782.8 of the California Civil Code shall, in lieu of indemnity requirements set forth in paragraphs "a" and "b" of this Section, be required to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers to the furthest extent allowed by law (including Section 2782.8 of the California Civil Code), from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

d. Subdivider further agrees that the use for any purpose and by any person of any and all of the streets and works and Improvements hereinbefore specified, shall be at the sole and exclusive risk of Subdivider at all times prior to final acceptance by City of the completed street and other improvements thereon and therein. This Section shall survive termination or expiration of this Agreement.

13. Insurance. Throughout the life of this Agreement, Subdivider shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

a. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage, \$2,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations, and \$2,000,000 general aggregate.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"),

with combined single limits of liability of not less than \$2,000,000 per accident for bodily injury and property damage.

c. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to Subdivider), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

d. WORKERS' COMPENSATION insurance as required under the California Labor Code.

e. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Subdivider shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Subdivider shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, Subdivider shall provide a new certificate evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Subdivider shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Subdivider's insurance shall be primary and no contribution shall be required of City. In the event claims-made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this Section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers.

Subdivider shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement.

Subdivider shall furnish City with copies of the actual policies upon the request of City Attorney or the City Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by Subdivider or his/her/its subcontractors shall not be deemed to release or diminish the liability of Subdivider or his/her/its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City, its officers, officials, agents, employees and volunteers, shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Subdivider or his/her/its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Subdivider, its principals, officers, agents, employees, persons under the supervision of Subdivider, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If at any time during the life of the Agreement or any extension, Subdivider fails to maintain the required insurance in full force and effect, the Public Works Director for City, or his/her designee, may order that Subdivider, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Subdivider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement.

If Subdivider should subcontract all or any portion of the services to be performed under this Agreement, Subdivider shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Subdivider and City prior to the commencement of any work by the subcontractor.

14. Payment for Materials and Supplies. Subdivider and Subdivider's subcontractors shall pay for any materials, provisions, and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with

respect to such work or labor and shall file with City pursuant to Section 3800 of the California Labor Code, as may be amended, a Certificate of Workers Compensation and shall maintain a valid policy of Workers Compensation Insurance for the duration of the period of construction.

15. Compaction and Materials Testing. Compaction and other materials testing performed for determination of compliance with the Standard Specifications shall at all times remain under the review of the City Engineer who may determine additional test procedures, and additional locations to be tested. All materials testing for improvement work within the public easements and rights-of-way shall be ordered and paid for by Subdivider.

16. Work by Subdivider. It shall be the responsibility of Subdivider to coordinate all work done by Subdivider's contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Subdivider. It shall further be the responsibility of Subdivider to give the City Engineer written notice not less than two working days in advance of the actual date on which work is to be started. Failure on the part of Subdivider to notify the City Engineer may cause delay for which Subdivider shall be solely responsible.

17. Inspections. Whenever Subdivider varies the period during which work is carried on each day, Subdivider shall give due notice to the City Engineer so that proper inspection may be provided. If Subdivider fails to duly notify City as herein required, any work done in the absence of the City Engineer will be subject to rejection. Inspection of the Improvements by City shall not relieve Subdivider of any obligation to fulfill the Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

18. Dust Control. Adequate dust control shall be maintained by Subdivider on all streets within and without the subdivision on which work is required to be done under this Agreement from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or the laying of an approved dust palliative thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision in strict compliance with all rules and regulations established by the Feather River Air Quality Management District. Whenever in the opinion of the City

Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Subdivider to comply ("Notice to Comply") with the provisions of this paragraph forthwith. If in the opinion of the City Engineer Subdivider's failure to comply with the provisions of this paragraph is having an immediate and significant impact on the public's health, safety and welfare, the City Engineer may immediately issue a stop work order until City receives reasonable assurances Subdivider shall comply with the provisions of this paragraph forthwith. Such notices, Notice to Comply and stop-work orders may be personally served upon Subdivider. If Subdivider is not an individual, such notices, Notice to Comply and stop-work orders may be served upon (i) any person who has signed this Agreement on behalf of Subdivider; (ii) upon any officer, manager or trustee of Subdivider; or (iii) at the election of the City Engineer, such notices and stop-work orders may be served by mailed to Subdivider at Subdivider's address on file with the City Engineer. If the City Engineer has issued a Notice to Comply, and Subdivider has failed to commenced adequate dust control or fails to maintain adequate dust control at any time thereafter, within twenty-four hours after personal service of the Notice to Comply or within forty-eight hours after the mailing thereof, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or oiled, as the City Engineer may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine. City may bill Subdivider for the entire cost to City of such sprinkling or treating, including equipment, material and staff time, as well as any other time or costs associated with the issuance with the elimination of the scattering of the dust including the Notice to Comply. Subdivider shall promptly pay to City the entire billed cost to City of such sprinkling or treating. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

19. Street Surfacing and Underground Facilities. Concrete curbs and gutters, the sanitary sewer system and house connections, together with water mains, gas mains, and their respective service connections, and all other facilities required to be installed underground shall be completed in the streets and alleys before installation of street and alley surfacing.

20. Covenants Affecting Land Development. None

21. Compliance with Conditions of Approval; Easements. In addition to the Covenants affecting land development, if any, Subdivider shall comply with all Conditions of Approval set forth in the Conditions of Approval for Tentative Map No. 24-04 dated November 13th, 2024, and any amendments thereto, not already fully completed or performed as of the date of the approval of the Final Map and which are not otherwise set forth in this Agreement. Compliance shall include, but is not limited to, any condition to convey to a specific party a fee interest or easement in any parcels in the Subject Property upon Subdivider's completion of all required improvements to said parcels. Subdivider's compliance with such conditions shall be completed within a reasonable time as determined by City, in City's sole discretion, commencing upon the City Engineer sending written notice to Subdivider of the outstanding condition and time in which Subdivider is required to comply, and Subdivider shall timely comply.

22. Compliance with Law. In performing obligations set forth in this Agreement, Subdivider shall comply with all applicable laws, ordinances, codes, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. It shall be the sole responsibility of Subdivider to determine whether to pay prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Subdivider agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement. Subdivider shall indemnify, defend, and hold harmless City and its officials and employees against any failure to comply with such laws, ordinances, codes, regulations, and rules. Subdivider shall comply with the codes or ordinances of City including the City Code and Building Codes.

23. Enforcement of Obligations. City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

24. Limitations of Legal Acts. Except as provided by the Section entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Subdivider's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

25. Attorney's Fees and Legal Expenses. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the

prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

26. Obligation Running With Land. This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, and heirs of Subdivider. Subdivider consents to the recordation of this Agreement with the Sutter County Recorder.

27. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

28. Successor Statutes Incorporated. All references to a statute or ordinance shall incorporate any or all successor statute or ordinance enacted to govern the activity now governed by the statute or ordinance, noted herein to the extent, however, that incorporation of such successor statute or ordinance does not adversely affect the benefits and protections granted to Subdivider under this Agreement.

29. Incorporation of Attachments: All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

30. Time is of the Essence. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

31. No Assignment. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Subdivider without the written consent of City.

32. Captions. Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit,

extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

33. Ambiguities or Uncertainties. Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

34. Severable Provisions. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

35. Release of Conditions. The conditions and obligations of this Agreement shall remain in full force and effect until such time as City's Director of the Department of Public Works issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Sutter County Recorder.

36. Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Sutter County, California.

37. Acknowledgement of Content. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Subdivider.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement

CITY OF YUBA CITY,
a General Law City

**YC HOOPER VENTURES, LLC, A
CALIFORNIA**

By: _____
Robert Bendorf, City Manager

SUBDIVIDER

ATTEST

YC Hooper Ventures, LLC, a California Limited
Liability Company

By: _____
Ciara Wakefield, City Clerk Administrator

By: See below
President

Dated: _____

APPROVED AS TO FORM:

Dated: _____

By: _____
Shannon L. Chaffin,
City Attorney

*(Attach Notary Acknowledgments)

YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

SUCCESSOR MANAGERS:

RP-TX, LLC, A TEXAS LIMITED LIABILITY COMPANY, CO-MANAGER

Randeep Pabla
BY: RANDEEP PABLA TITLE: MANAGING MEMBER

EKTA PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, CO-MANAGER

Scott Robbins
BY: SCOTT ROBBINS TITLE: MANAGING MEMBER

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer)

On August 25, 2026 before me, M. Romanishin, Notary Public
(insert name and title of the officer)

personally appeared Randeep Pabla and Scott Robbins,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Romanishin (Seal)



Attachments:

Exhibit A: Planning Commission Resolution No. PC 24-18 Conditions of Approval

Exhibit B: Impact Fees and Other Fees Payable by Subdivider

Exhibit C: Fee Credits and Reimbursements Payable by City

EXHIBIT A

**PLANNING COMMISSION RESOLUTION NO. PC 24-18 CONDITIONS OF
APPROVAL**

is on file in
City of Yuba City's Development Services Department
located at 1201 Civic Center Blvd.

EXHIBIT B

IMPACT FEES AND OTHER FEES PAYABLE BY SUBDIVIDER

In accordance with this Agreement, and also in accordance with applicable provisions of the Yuba City Municipal Code, it has been determined that Subdivider shall pay the following fees a minimum of ten (10) calendar days prior to the date of Council action on the Agreement, and prior to issuance of any building permits for the subject development.

(1)	Public Improvement Plan Check and Inspection Fee:	
	(a) 4% of the estimated total construction cost to \$2,000,000.00	
	\$2,000,000.00 x .04 =	<u>\$80,000.00</u>
	(b) 3% of the estimated total construction cost above \$2,000,000.00	
	\$1,379,660.11 x .03 =	<u>\$41,389.80</u>
	(c) Two (2) eight-inch hot taps	
	\$6,774.92 x 2 =	<u>\$13,549.84</u>
	(d) One (1) 1 ½" hot tap for irrigation	
	\$19,146.24 x 1 =	<u>\$19,146.24</u>
	(e) Four (4) fire hot taps	
	\$6,145.59 x 4 =	<u>\$24,582.36</u>
	(f) Fire Hydrant Relocation	
	Amount to be Based on actual City costs and deferred until application for building permits are filed	
	Less fees paid on Building Permit BLD25-00461	<u>-\$0.00</u>
		SUBTOTAL (A) <u>\$178,668.24</u>
(2)	Sewer Extension Fees	
	Developer constructing onsite sewer main.	<u>\$0.00</u>
(3)	Sewer Connection Fees (per Section 6-5.504 Municipal Code)	
	Deferred until application for building permits are filed.	<u>\$0.00</u>
(4)	Water Extension Fees	

Developer constructing onsite water main. \$0.00

(5) Water Connection Fees (per Section 6-6.05 Municipal Code)

Deferred until application for building permits are filed. \$0.00

(6) Drainage Fees (per Sutter County Zones of Benefit No. 4 and 6) \$0.00

SUBTOTAL (B) \$0.00

TOTAL FEES PAYABLE BY SUBDIVIDER

SUBTOTAL (A) + SUBTOTAL (B) = \$178,668.24

EXHIBIT C

FEE CREDITS AND REIMBURSEMENTS PAYABLE BY CITY

(1) None.

EXHIBIT “B”

CERTIFICATE FOR FEE DEDICATION

- A.) OWNER'S NAME AND ADDRESS:
YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
4624 DUCKHORN DRIVE
SACRAMENTO, CA 95834
- B.) PROPERTY BEING DEDICATED:
1. BEING ALL THAT REAL PROPERTY AS SHOWN IN THE OWNER'S OFFER OF DEDICATION.
- C.) THE CITY OF YUBA CITY SHALL RECONVEY THE ABOVE-DESCRIBED PROPERTY TO THE ABOVE-NAMED OWNER, OR SUCCESSOR IN INTEREST, IF THE CITY DETERMINES PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

THIS PROPERTY IS SUBJECT TO

1. ASSESSMENT FROM COMMUNITY FACILITIES DISTRICT (CFD) 2021-1, RESOLUTION NUMBER _____, RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.
2. ASSESSMENT FROM YUBA CITY LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO.5, ZONE OF BENEFIT K-18, RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.
3. ANY STREET, DRAINAGE, PUBLIC UTILITY, OR OTHER EASEMENTS AFFECTING THE PROPERTY, INCLUDING AND NOT LIMITED TO THOSE DEDICATED AS PART OF PARCEL MAP NO. 1066, RECORDED IN BOOK 7 OF PARCEL MAPS, AT PAGE 36, OFFICIAL RECORDS OF SUTTER COUNTY.
4. CITY OF YUBA CITY PLANNING COMMISSION RESOLUTION NO. PC-24-18 (REGARDING CONDITIONS OF APPROVAL FOR TENTATIVE SUBDIVISION MAP 24-04) APPROVED NOVEMBER 13, 2024 AND RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.
5. SUBDIVISION AGREEMENT FINAL MAP OF BROWNSTONE ESTATES (REGARDING TENTATIVE MAP NO. 24-04, BROWNSTONE ESTATES SUBDIVISION) RECORDED AS DOCUMENT NO. _____ ON _____, OFFICIAL RECORDS OF SUTTER COUNTY.

PLANNER'S STATEMENT

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 2026, FOR CONFORMANCE WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF AS APPROVED BY THE YUBA CITY PLANNING COMMISSION ON NOVEMBER 13, 2024.

PLANNING DIVISION
CITY OF YUBA CITY
STATE OF CALIFORNIA

CITY CLERK CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF SUTTER } ss
CITY OF YUBA CITY }

I, CIARA WAKEFIELD, CLERK OF THE CITY OF YUBA CITY, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF YUBA CITY HAS, BY RESOLUTION NO. _____ DULY AND REGULARLY PASSED BY SAID COUNCIL ON THE _____ DAY OF _____, 20_____, APPROVED THE WITHIN MAP OF "BROWNSTONE ESTATES" IN ACCORDANCE WITH THE CONDITIONAL APPROVAL OF THE TENTATIVE MAP, HERETOFORE FILED AS APPROVED, AND BY SAID RESOLUTION HAS ACCEPTED ON BEHALF OF THE PUBLIC ITEM(S) 1, 2 AND 3 SHOWN IN THE OWNER'S OFFER OF DEDICATION.

CIARA WAKEFIELD DEPUTY CITY CLERK, CITY OF YUBA CITY
CITY CLERK, CITY OF YUBA CITY

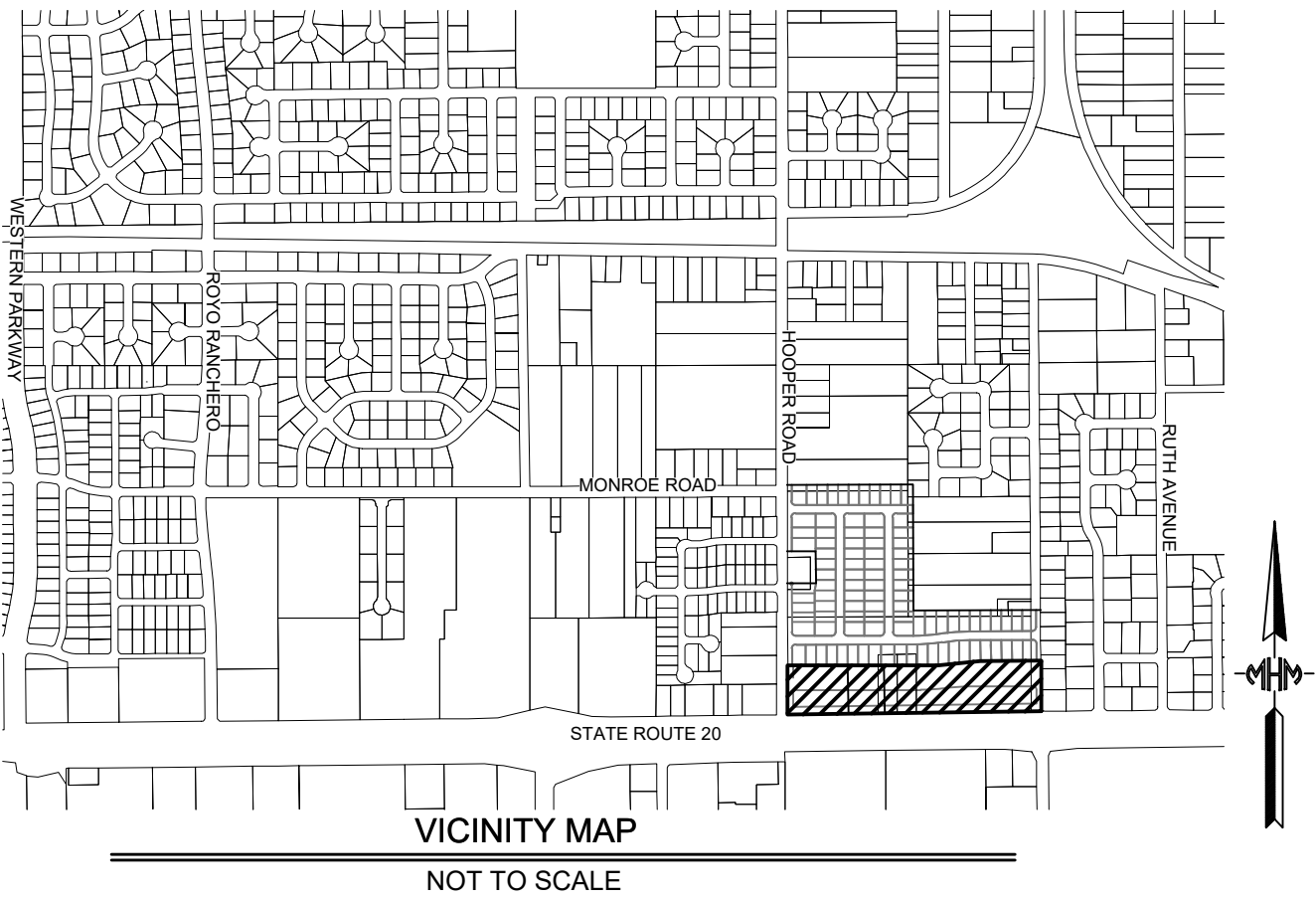
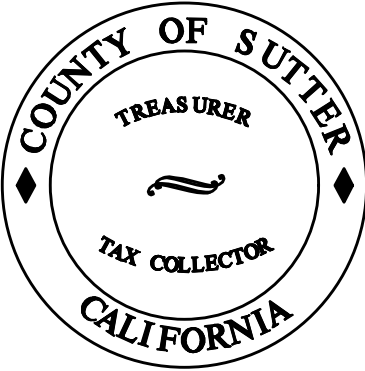
COUNTY TAX COLLECTOR'S STATEMENT

I, NICHOLAS F. VALENCIA, TAX COLLECTOR FOR THE COUNTY OF SUTTER, STATE OF CALIFORNIA, DO HEREBY CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66492 THAT THE RECORDS OF MY OFFICE SHOW THAT THERE ARE NO LIENS AGAINST THE LANDS SHOWN HEREON OR ANY PART THEREOF FOR UNPAID TAXES OR SPECIAL ASSESSMENTS. AS TO LIENS FOR TAXES NOT YET PAYABLE, I ESTIMATE THAT THERE ARE TAXES IN THE AMOUNT OF \$ _____ FOR 2025-2026, WHICH ARE A LIEN BUT NOT YET PAYABLE. I CERTIFY PURSUANT TO GOVERNMENT CODE SEC. 66493 THAT SECURITY HAS BEEN DEPOSITED WITH THE COUNTY CONDITIONED UPON THE PAYMENT OF SAID TAXES NOT YET PAYABLE.

ASSESSOR'S PARCEL NOS. 062-082-019-000, 062-082-020-000
& 062-082-021-000

DATE: _____

NICHOLAS F. VALENCIA, TREASURER AND TAX COLLECTOR
COUNTY OF SUTTER, STATE OF CALIFORNIA



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FILED SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ON JANUARY 1, 2025. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JOHN S. MALLEN
P.L.S. 8457



CITY ENGINEER'S STATEMENT

I DO HEREBY CERTIFY THAT THIS MAP HAS BEEN EXAMINED BY ME AND THAT THE SUBDIVISION, AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____

PRINT NAME: _____

CITY ENGINEER, R.C.E. _____



CITY SURVEYOR'S STATEMENT

I, _____, CITY SURVEYOR OF THE CITY OF YUBA CITY, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: _____

PRINT NAME: _____

CITY SURVEYOR, P.L.S. _____



RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 2026, AT _____ :__ .M. IN BOOK _____ OF SURVEYS, AT PAGE _____ AT THE REQUEST OF MHM INC.

DONNA M. JOHNSTON SUTTER COUNTY RECORDER BY: _____ DEPUTY

FILE NO. _____ FEE PD. _____

BROWNSTONE ESTATES
CITY OF YUBA CITY

BEING PARCELS B, C AND D AS SHOWN ON LOT LINE ADJUSTMENT 22-02 RECORDED AS DOCUMENT NO. 2022-0006179, 2022-0006180 AND 2022-0006181, SUTTER COUNTY RECORDS, AND ALSO BEING A PORTION OF SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER AUGUST 2026
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24163 SHEET 1 OF 3

OWNER'S STATEMENT

WE, THE UNDERSIGNED, YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS HOLDER OF RECORD TITLE INTERESTS, OF THE HEREIN SUBDIVIDED LANDS, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT OF "BROWNSTONE ESTATES" AND OFFER FOR DEDICATION AND DO PARTICIPATE IN SAID OFFER OF DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING:

- 19' AND 23' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS KARAH! DRIVE, 30' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS HOOPER ROAD, 25' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS EL MARGARITA ROAD AS WELL AS 41.5' STRIPS OF LAND IN FEE TITLE INDICATED ON SAID PLAT AND DESIGNATED AS COLUSA FRONTAGE ROAD.
- EASEMENTS INDICATED AS 12.0', 15.5', 19.5' AND 20.5' PUE (PUBLIC UTILITY EASEMENT) FOR, BUT NOT LIMITED TO ELECTRICAL, WATER, SEWER, GAS, STORM DRAINAGE, COMMUNICATIONS SERVICES, AND ALL APPURTENANCES THERETO. OWNER EXPRESSLY COVENANTS NOT TO UNREASONABLY RESTRICT, OBSTRUCT OR INTERFERE WITH SAID PUBLIC UTILITY EASEMENT OR THE USE THEREOF BY THE CITY, ITS AGENTS OR ANY FRANCHISEE
- EASEMENT FOR ACCESS TO AND THE MAINTENANCE OF A WALL AND FOOTINGS AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND GENERALLY 2 FEET IN WIDTH LYING CONTIGUOUS TO LOTS 28 AND 54, DESIGNATED AS "2' W.E." WALL EASEMENT.

YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

MEMBERS:

RP-TX, LLC, A TEXAS LIMITED LIABILITY COMPANY, CO-MANAGER

BY: RANDEEP SINGH PABLA

TITLE: MANAGING MEMBER

EKTA PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, CO-MANAGER

BY: SCOTT ROBBINS

TITLE: MANAGING MEMBER

ACKNOWLEDGMENT

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 _____ }
COUNTY OF _____ }SS

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.

SIGNATURE OF NOTARY

NOTARY'S NAME

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____
(County)

ACKNOWLEDGMENT

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 _____ }
COUNTY OF _____ }SS

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.

SIGNATURE OF NOTARY

NOTARY'S NAME

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____
(County)

BENEFICIARY'S STATEMENT

RIVER VALLEY COMMUNITY BANK, BENEFICIARY UNDER THE DEED OF TRUST TO YC HOOPER VENTURES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, DATED SEPTEMBER 12, 2022 AND RECORDED OCTOBER 25, 2022 AS INSTRUMENT NUMBER 2022-0014157 IN THE OFFICIAL RECORDS OF SUTTER COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS MAP.

RIVER VALLEY COMMUNITY BANK

BY: _____

TITLE: _____

ACKNOWLEDGMENT

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 _____ }
COUNTY OF _____ }SS

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.

SIGNATURE OF NOTARY

NOTARY'S NAME

MY COMMISSION NUMBER _____

MY COMMISSION EXPIRES _____

PRINCIPAL PLACE OF BUSINESS _____
(County)

BROWNSTONE ESTATES CITY OF YUBA CITY

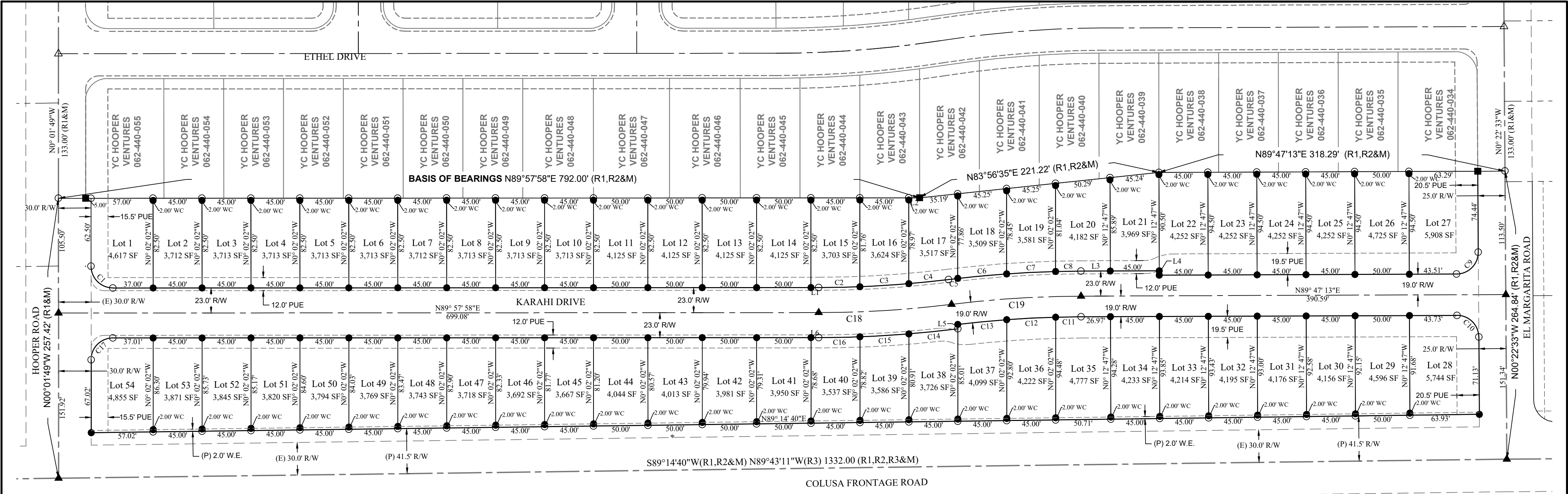
BEING PARCELS B, C AND D AS SHOWN ON LOT LINE ADJUSTMENT 22-02 RECORDED AS DOCUMENT NO. 2022-0006179, 2022-0006180 AND 2022-0006181, SUTTER COUNTY RECORDS, AND ALSO BEING A PORTION OF SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER
CALIFORNIA

AUGUST 2026

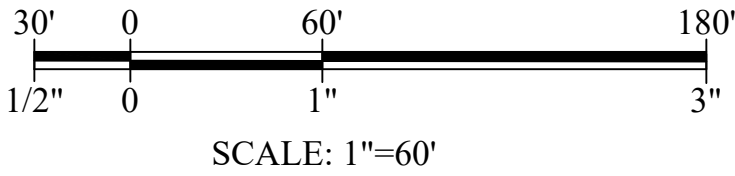
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24163

SHEET 2 OF 3



Brownstone Line Table		
Line #	Length	Direction
L1	7.07'	N89° 57' 58"E
L2	10.00'	N89° 57' 58"E
L3	26.97'	S89° 47' 13"W
L4	4.00'	N00° 12' 47"W
L5	4.02'	N00° 02' 02"W
L6	7.07'	N89° 57' 58"E

Brownstone Curve Table			
Curve #	Length	Radius	Delta
C1	31.42'	20.00'	090°00'13"
C2	37.94'	977.00'	002°13'29"
C3	45.09'	977.00'	002°38'40"
C4	36.68'	977.00'	002°09'04"
C5	8.58'	1023.00'	000°28'50"
C6	45.19'	1023.00'	002°31'53"
C7	45.06'	1023.00'	002°31'24"
C8	23.31'	1023.00'	001°18'21"
C9	31.47'	20.00'	090°09'46"
C10	31.36'	20.00'	089°50'14"
C11	23.45'	981.00'	001°22'10"
C12	45.06'	981.00'	002°37'54"
C13	45.21'	981.00'	002°38'26"
C14	45.24'	1023.00'	002°32'03"
C15	45.08'	1023.00'	002°31'30"
C16	37.94'	1023.00'	002°07'29"
C17	31.41'	20.00'	089°59'47"
C18	122.53'	1000.00'	007°01'13"
C19	119.40'	1000.00'	006°50'28"



RECORD REFERENCES

- (R1) BOOK 21 OF SURVEYS, PAGE 9 - HENSON RANCH ESTATES - PHASE 1
- (R2) LLA 22-02, DOCUMENT NO. 2022-0006178
- (R3) BOOK 7 OF PARCEL MAPS, PAGE 36 - PM NO. 1066 (2005)

BASIS OF BEARINGS

THE BEARING N 89°57'58" E WAS ASSIGNED TO THE LINE BETWEEN THE FOUND MONUMENTS ALONG THE NORTH LINE OF PARCELS B, C AND D AS SHOWN ON LOT LINE ADJUSTMENT 22-02. THE BEARING FOR THIS LINE IS THE SAME AS SHOWN ON "HENSON RANCH ESTATES - PHASE 1" FILED IN BOOK 21 OF SURVEYS AT PAGE 9 SUTTER COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND, MULTIPLY BY 0.999915 TO OBTAIN GRID DISTANCES.

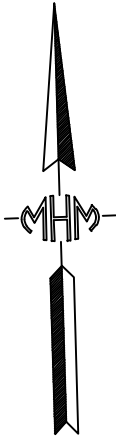
SUBDIVIDED AREA = 7.84 ACRES

LOTS = 5.03 ACRES

ROADS = 2.81 ACRES

LEGEND	
()	EMBRACES RECORD DATA
PUE	PUBLIC UTILITY EASEMENT
W.E.	WALL EASEMENT
M	MEASURED
S.F.	SQUARE FEET
WC	WITNESS CORNER
(B.O.B.)	BASIS OF BEARINGS

- FOUND 5/8" REBAR W / CAP LS 8457 PER R1
- SET 5/8" REBAR W / CAP LS 8457
- CALCULATED POINT - NOTHING FOUND OR SET
- △ FOUND STANDARD CENTERLINE MONUMENT
- ▲ SET STANDARD CENTERLINE MONUMENT STAMPED LS8457

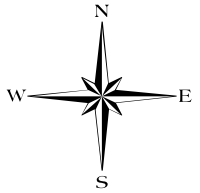
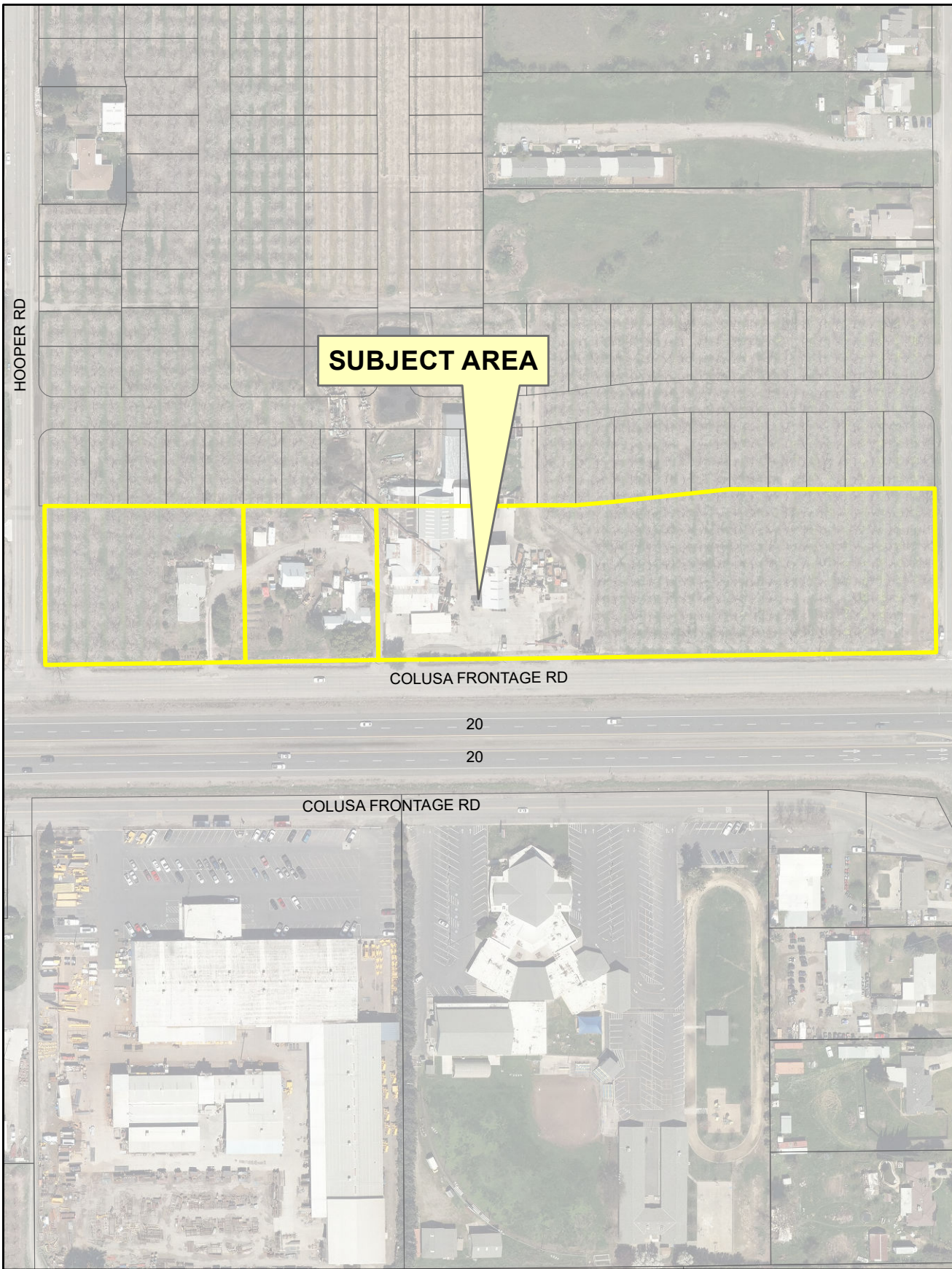


BROWNSTONE ESTATES
CITY OF YUBA CITY

BEING PARCELS B, C AND D AS SHOWN ON LOT LINE ADJUSTMENT 22-02 RECORDED AS DOCUMENT NO. 2022-0006179, 2022-0006180 AND 2022-0006181, SUTTER COUNTY RECORDS, AND ALSO BEING A PORTION OF SOUTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
24163
AUGUST 2026
SHEET 3 OF 3

ATTACHMENT 2



Location Map: Brownstone Estates
Tentative Subdivision Map 24-04

1 inch = 200 feet

CITY OF YUBA CITY
STAFF REPORT

Date: September 1, 2026
To: Honorable Mayor & Members of the City Council;
From: Development Services Department
Presentation By: Doug Libby, Development Services Director

Summary

Subject: Rezone (RZ) 23-05 for Calvary Christian Center

Recommendation: A. Adopt an Ordinance of the City Council of the City of Yuba City approving Rezone (RZ) 23-05 and Rezoning Assessor's Parcel 63-010-145 from a Office Commercial Zoned District Combined with the X19 Zone District (C-O X19) by Removing the X19 Zone District resulting in the property being rezoned to the Office Commercial (C-O) Zone District, on a 12 acre parcel located at the southeast corner of El Margarita Road and State Route 20 (Colusa Highway) by title only and waive the second reading

Fiscal Impact: The cost for processing land use entitlements is funded by the project applicant through the payment of application fees

Purpose:

To rezone 12 acres by removing the X₁₉ Special Standards Combining District, resulting in the property being zoned Office Commercial District (C-O).

Strategic Focus Area:

This item facilitates the Council's strategic focus area of Infrastructure. When developed this project will pay development impact fees that will contribute to improving road infrastructure in the area around this project.

Background:

Use Permit (UP) 07-13, was originally approved by the Planning Commission in November 2009. The Planning Commission previously approved six time extensions for this project. Table 1 on the following page summarizes the changes approved as part of AM 07-13.

The X₁₉ Combining Zone District was applied to the property years ago, prior to annexation by the City. At that time there was concern over development in this area not paying for their fair-share of road improvements, as this was a growing area, and the development impact fees did not adequately cover the cost of the needed street improvements that would be generated by new development. More recent Citywide updates, including adoption of a new City traffic model and updated Road development impact fee, combined with the use permit conditions, are designed to improve the intersections and have

replaced the need for the X₁₉ Combining Zone District.

The applicant, Calvary Christian Center, filed entitlement applications including Rezone 23-05, an amendment to Use Permit 07-13 (AM 07-13). Table 1 summarizes the changes approved as part of AM 07-13.

Table 1: Summary of Use Permit Revisions		
	Original Approved Proposal	Amended Use Permit
Project Phases	3	2
Main Building Size	80,000 sq. ft.	53,480 sq. ft.
Church Seating	2,084 seats	1,145 seats
School, K-8	16,380 sq. t.	23,105 sq. ft.
Parking	612 spaces	417 spaces

On July 8, 2026, the Planning Commission conducted a public hearing and unanimously voted 5-0 to:

1. Adopt a Resolution recommending approval of RZ 23-05 to the City Council to remove the X₁₉ Special Standards Combining District, resulting in the property being zoned Office Commercial District (C-O).
2. Adopted a Resolution approving an amendment to Use Permit (AM 07-13).

Analysis:

Compatibility with neighboring uses:

Table 2: Site and Bordering Land Uses

Site: Vacant

North: State Route 20 (Colusa Highway).

South: River Valley High School across Spirit Way.

East:
Two vacant four-acre parcels zoned for commercial
opment.

West:
Four single-family residences located across El Margarita Road.

This vacant 12-acre site is surrounded by a variety of uses, with single-family residences to the west, commercial (two vacant commercial lots and an auto dealership) to the east, River Valley High School to the south, and the four-lane State Highway 20 along the north property line. Religious facilities are typically compatible with many types of uses, as they are often located in residential areas as well as commercial locations, and blend well with public facilities. As such the new church is expected to be compatible with the varied uses around it.

RZ 23-05

The proposed rezoning is an ordinance change to remove the X₁₉ Combining District from the property. Similar action has been approved on other properties in the area including the Sutter County Superintendent of Schools site at 875 Harter Parkway and the Spirit Drive Parcel Map project (TPM 22-04, GPA 22-06 and RZ 22-08) that was approved in early 2023 and located east of this project site and west of the Lithia Chrysler Dodge dealership.

Relatedly, the City Council approved removal of the X₂₀ District from The Ridge Estates approved Tentative Subdivision project located southerly of this project site. The X₂₀ District has similarities to the X₁₉ District and was similarly removed from that project.

The X₁₉ District was applied as an interim solution to the area years ago and provides criteria that requires property development to pay its fair share for improvements to several nearby intersections. However, the X₁₉ Zone District is no longer needed because the City has adopted an updated Traffic Model, recently adopted a new road development impact fee that is applied citywide for road improvements and includes many of the road improvements contained in the X₁₉ District. Secondly, as discussed elsewhere in this staff report, conditions of approval, applied to the Church's amended use permit, restrict construction of the church until the SR 20/EI Margarita Road intersection is improved, or other acceptable criteria is approved by the City and Caltrans.

Traffic

A traffic study was prepared for Amended Use Permit (AM 07-13) and RZ 23-05 by Flecker Associates, March 6, 2024, "*Transportation Impact Analysis for Calvary Christian Center.*" The traffic study included other potential traffic generating projects along EI Margarita Road including TSM 25-01 (The Ridge Estates), GPA 23-04 (Milner) requesting commercial property, and GPA 24-01 (Dean Ranch). Per the traffic study the impacted intersections along EI Margarita Road are:

- SR 20/EI Margarita Road intersection
- Colusa Frontage Road/EI Margarita Road intersection
- Spirit Way/EI Margarita Road intersection.
- Franklin Road/EI Margarita Road intersection

These intersections are all currently unsignalized, and growth by anticipated future projects will exacerbate existing traffic concerns.

As the EI Margarita Road traffic concerns are a result of years of community growth, and that other projects beyond what is mentioned above will likely over time be proposed, the cost of needed intersection improvements may be beyond the means of these proposed projects. Although interim solutions for the traffic impacts have been considered, such as for the nearby Ridge Estates Subdivision paying their fair share of intersection improvements, inclusion of a mitigation measure that limits construction to 80 single-family residences or the equivalent for all of the projects combined until the intersection improvements are completed, and for the northbound EI Margarita Road traffic to become right-turn only at the SR 20 intersection. The mitigations suggested above would provide some temporary traffic relief.

Caltrans previously recommended in a letter dated December 5, 2025, that an updated traffic study be prepared that addresses the cumulative impacts of all of the potential development that may occur along the EI Margarita Road corridor. But more recent Caltrans concerns regarding traffic impacts on the SR 20/EI Margarita Road intersection, in an email dated February 13, 2026, are that development of the church should not occur prior to signalization of the EI Margarita Road/SR 20 intersection. Caltrans also noted that prior to those intersection improvements, an Intersection Safety and Operational Assessment Process (ISOAP) should be completed that addresses the needed intersection improvements, and that each project pay its fair share for these improvements. Use Permit Condition 29 addresses this concern. The condition does not allow development of the property until the EI Margarita Road/SR 20 intersection improvements are addressed to the satisfaction of the City and Caltrans.

Availability of City services:

City water and wastewater are available to the property. A stormwater drainage system is nearby that is operated and maintained by the City, and which collects stormwater and conveys it to the Live Oak Canal that is maintained by the Sutter County Water Agency which conveys stormwater runoff to the Sutter By-Pass.

Environmental Considerations:

Environmental Assessment 23-13 was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations.

Based upon the attached environmental assessment, including the proposed mitigation measures and Use Permit amendment conditions of approval, staff has determined there is no evidence in the record that the project may generate any new significant effects on the environment and recommends adoption of a Mitigated Negative Declaration. The findings of the Mitigated Negative Declaration are that, with the mitigations for Geology and Soils, Greenhouse Gases, and Tribal Cultural Resources, and the use permit condition that restricts development until the SR 20/EI Margarita Road intersection is satisfactorily improved, the proposed use permit will not create any significant impacts to the neighborhood or vicinity. As a result, the filing of a Mitigated Negative Declaration is appropriate in accordance with the provisions of CEQA.

Fiscal Impact:

The cost for processing land use entitlements is funded by the project applicant fees as adopted by the City Council.

Alternatives:

1. Deny the application to approve Environmental Assessment 23-13, Rezone 23-05.
2. Provide staff with alternate direction.

Recommendations:

A. Adopt an Ordinance of the City Council of the City of Yuba City approving Rezone (RZ) 23-05 and Rezoning Assessor's Parcel 63-010-145 from a Office Commercial Zoned District Combined with the X19 Zone District (C-O X19) by Removing the X19 Zone District resulting in the property being rezoned to the Office Commercial (C-O) Zone District, on a 12 acre parcel located at the southeast corner of El Margarita Road and State Route 20 (Colusa Highway) by title only and waive the second reading.

Attachments:

1. Ordinance - Calvary Christian Center
2. Exhibit A - X19 Combining Zone District description
3. Exhibit B - Rezoning Map
4. Location Map
5. Site Plan and Building Elevations
6. Conditions of Approval
7. Environmental Assessment 23-13

Prepared By:
Doug Libby
Development Services Director

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING REZONE (RZ) 23-05 AND REZONING ASSESSOR'S PARCEL 63-010-145 FROM A OFFICE COMMERCIAL ZONE DISTRICT COMBINED WITH THE X₁₉ ZONE DISTRICT (C-O X₁₉) BY REMOVING THE X₁₉ ZONE DISTRICT RESULTING IN THE PROPERTY BEING REZONED TO THE OFFICE COMMERCIAL (C-O) ZONE DISTRICT, ON A 12 ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF EL MARGARITA ROAD AND STATE ROUTE 20 (COLUSA HIGHWAY).

WHEREAS, the City received an application Rezone (RZ) 23-05 and Amended Use Permit (Am UP) 07-13, for the construction of the Calvary Christian Center; and;

WHEREAS, the following entitlements are being considered for approval by this ordinance:

- *Rezone (RZ) 23-05*: proposes to amend the zone district from an Office Commercial District with a Special Standards Combining District (C-O X₁₉) to the C-O Zone District without a Special Standards Combining District (C-O X₁₉)
- *Environmental Assessment (EA 23-13)*.

(collectively "Project"); and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed Project and has prepared an Initial Study proposing a Mitigated Negative Declaration (EA 23-13) for the Project; and

WHEREAS, on July 8, 2026, the Planning Commission concurrently conducted a duly noticed public hearing on applications RZ 23-05 and Am UP 07-13, at which time it received input from City Staff, the applicant; the public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the Planning Commission, after which public testimony was closed; and

WHEREAS, the Planning Commission reviewed all associated documents prepared for the Project, including those related to application RZ 23-05 and Am UP 07-13, and all the evidence received by the Planning Commission; and

WHEREAS, after deliberation and consideration of all relevant items, the Planning Commission approved the Calvary Christian Center (Am UP 07-13) and Environmental Assessment 23-13 by adopting Resolution PC 26-07, and recommended the City Council of the City of Yuba City adopt an ordinance approving Rezone 23-05, with a map included herein as Exhibit A, by adopting Resolution PC 26-08; and

WHEREAS, on August 18, 2026, the Yuba City Council conducted a duly noticed public hearing on the project, at which time it received input from City Staff; public comment portion was opened, and public testimony and evidence, both written and oral, was considered by the City Council, after which public testimony was closed and this ordinance introduced; and

WHEREAS, the City Council of Yuba City, after review and consideration of the Environmental Assessment, the City Council desires to find that Environmental Assessment (EA)

23-13 prepared for the project is in conformance with State and local environmental guidelines; and

WHEREAS, the City Council of Yuba City considered said recommendations of the Planning Commission on the matter, the City Council desires to approve RZ 23-05 as defined.

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

1. Recitals. The City Council finds that the recitals are true and correct and incorporates the same herein as if set forth in full.
2. CEQA Findings: The Planning Commission of the City of Yuba City previously approved EA 23-13 by adopting an Initial Study/Mitigated Negative Declaration and accompanying Mitigation Monitoring and Reporting Program for the project. As such, the City Council finds RZ 23-05 has already been fully assessed in accordance with CEQA, there have been no substantial changes in circumstances, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.
3. Approval of Rezone 23-05: The City Council finds that Rezone 23-05 is consistent with the General Plan as amended. The City Council further finds that Rezone 23-05 i) is consistent with the General Plan goals and policies as both are amended; ii) is consistent with the purpose of the zoning ordinance to promote and protect the public's health, safety, peace, comfort, convenience and general welfare; and iii) the Project would provide open space, light, air, privacy, convenience of access, aesthetic values, protection of environmental values, and protection of public and private improvements. iv) the project will allow for the creation of quality balanced neighborhoods that provide housing options for the City.
4. Approval of Rezone 23-05. The City Council hereby approves Rezone 23-05 for the Calvary Christian Center, rezoning approximately 12 acres located on the southeast corner of El Margarita Road and State Route 20, Assessor's Parcel Number 63-010-145, from the "C-O X₁₉" designation to the "C-O" designation as shown on the map in Exhibit A.
5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.
6. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it to be published, in accordance with Government Code, Section 36933, or as otherwise required by law.
7. Effective Date of Resolution. This ordinance shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 18th day of August 2026, and adopted the Ordinance after the second reading at a regular meeting held on the 1st day of September, by the following vote:

Ayes:

Noes:

Absent:

Recused:

CITY OF YUBA CITY

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit A: X19 Combining Zone District description
Exhibit B: Rezone Map

I, _____, City Clerk of the City of Yuba City, California, DO
HEREBY CERTIFY that the foregoing is a true and accurate copy of the Ordinance passed and
adopted by the City Council of the City of Yuba City on the date and by the vote indicated
herein.

EXHIBIT A

[REDACTED]

■ [REDACTED]

■ [REDACTED]

X₁₉

Area: Southeast corner of Colusa Ave. & El Margarita Rd.

Reason: To ensure the future provision for transportation needs: 1) a fair share of fees will be paid for traffic signal improvements at Walton Avenue/Lassen Blvd./Tharp Road intersection are made, 2) a fair share will be paid for the improvements cost of highway road improvements based on an AB 1600 study in effect at the time of issuance of building permits and 3) that Harter Road and Lassen Blvd. are improved to city standards and extended across this property along with El Margarita Road.

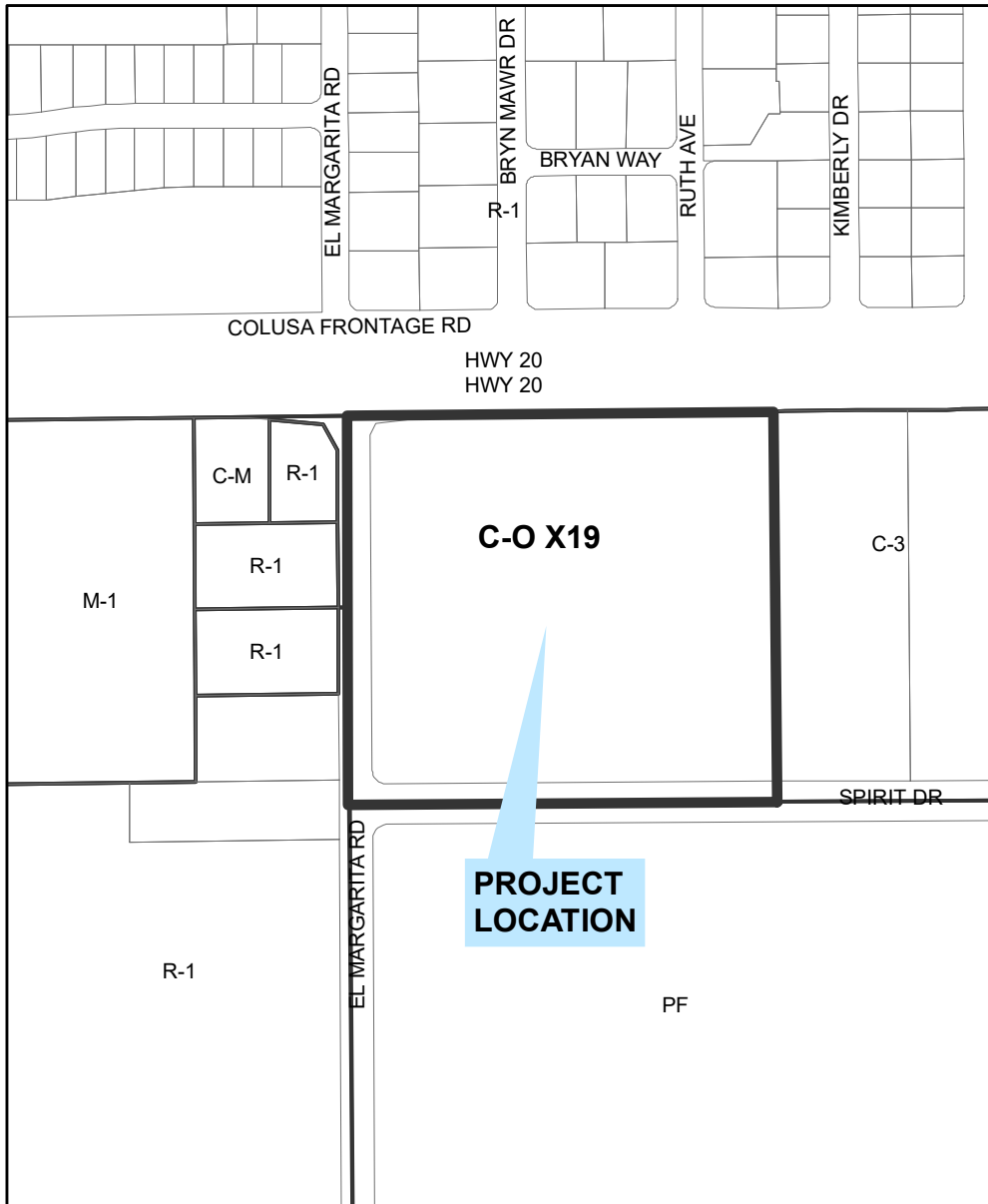
Criteria of Development

- 1) To mitigate the impacts from the project on the intersection of Walton Avenue and Lassen Blvd., the developer shall contribute 45 percent of the total cost for the installation a traffic signal prior to the issuance of building permits.
- 2) To mitigate the impacts from the project on the intersection of Tharp Road and Lassen Blvd., the developer shall contribute 70 percent of the total cost for the installation a traffic signal prior to issuance of building permits.
- 3) Sufficient right-of-way shall be set aside through this property from the current terminus of Lassen Blvd to El Margarita Road for a road connection between these points and for the southerly extension of Harter Road from the highway to the south end of this property. Improvements along these right-of-ways shall be completed as development occurs along these streets to city standards by the property developers.
- 4) Should artifacts or unusual amounts of some bone or shell be uncovered during the demolition or construction activity, work shall be stopped and a qualified archeologist shall be contacted for on-site consultation. If the bone appears to be human, California law mandates that the Sutter county Coroner and the Native American Heritage Commission be contacted.

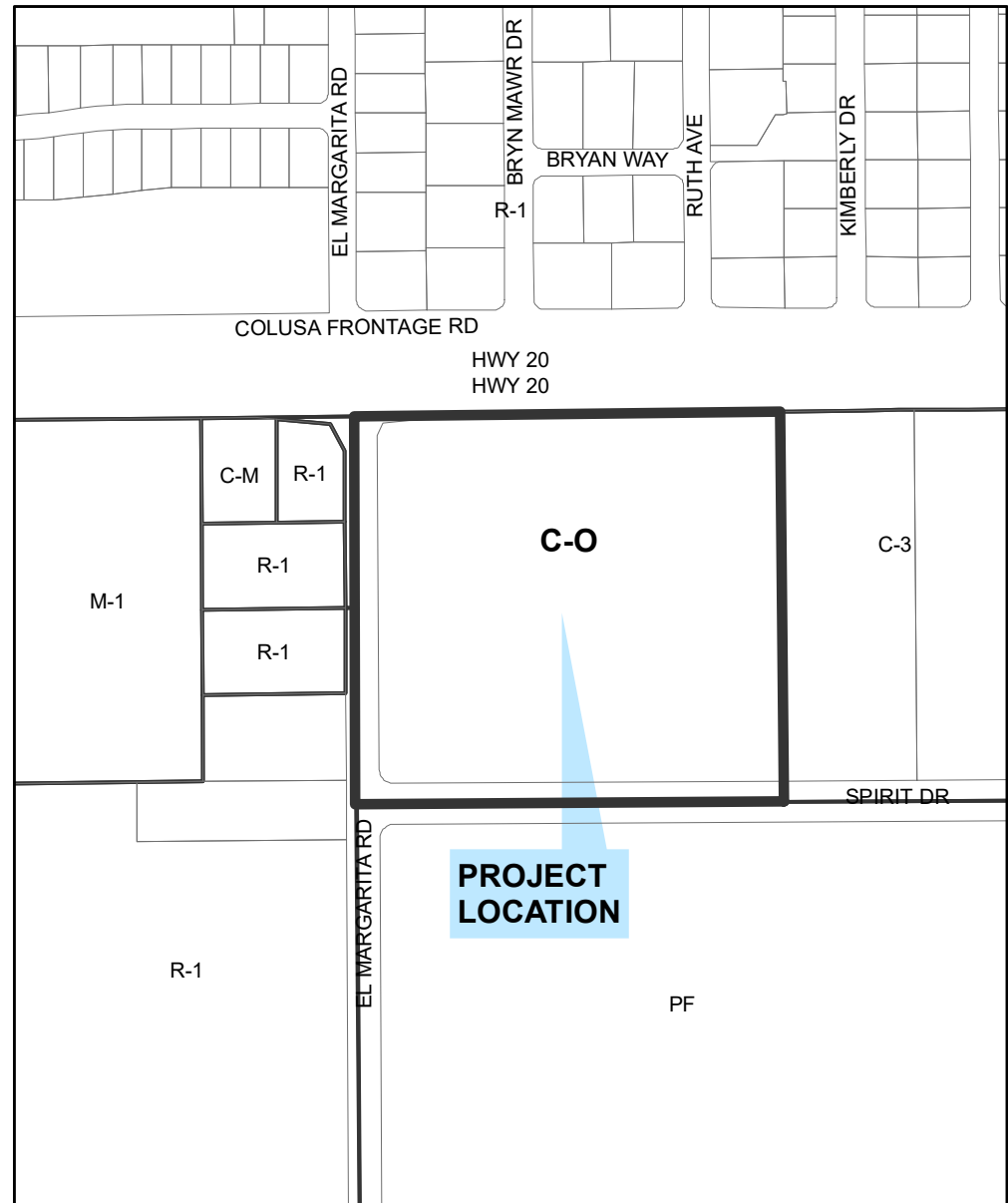
EXHIBIT B

CALVARY CHRISTIAN CENTER, ZONING MAP

EXISTING



PROPOSED



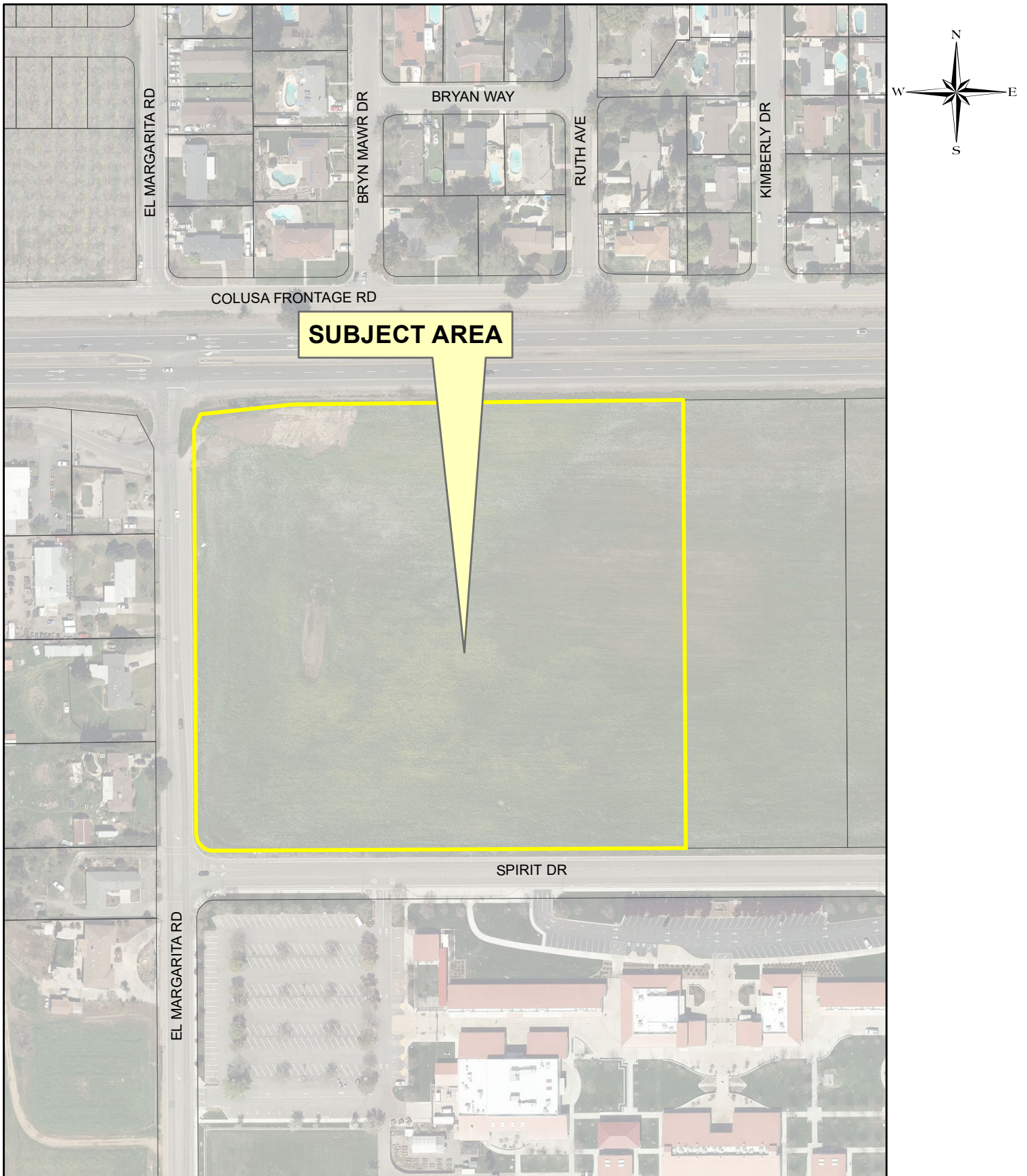
City of Yuba City



REZONE 23-05

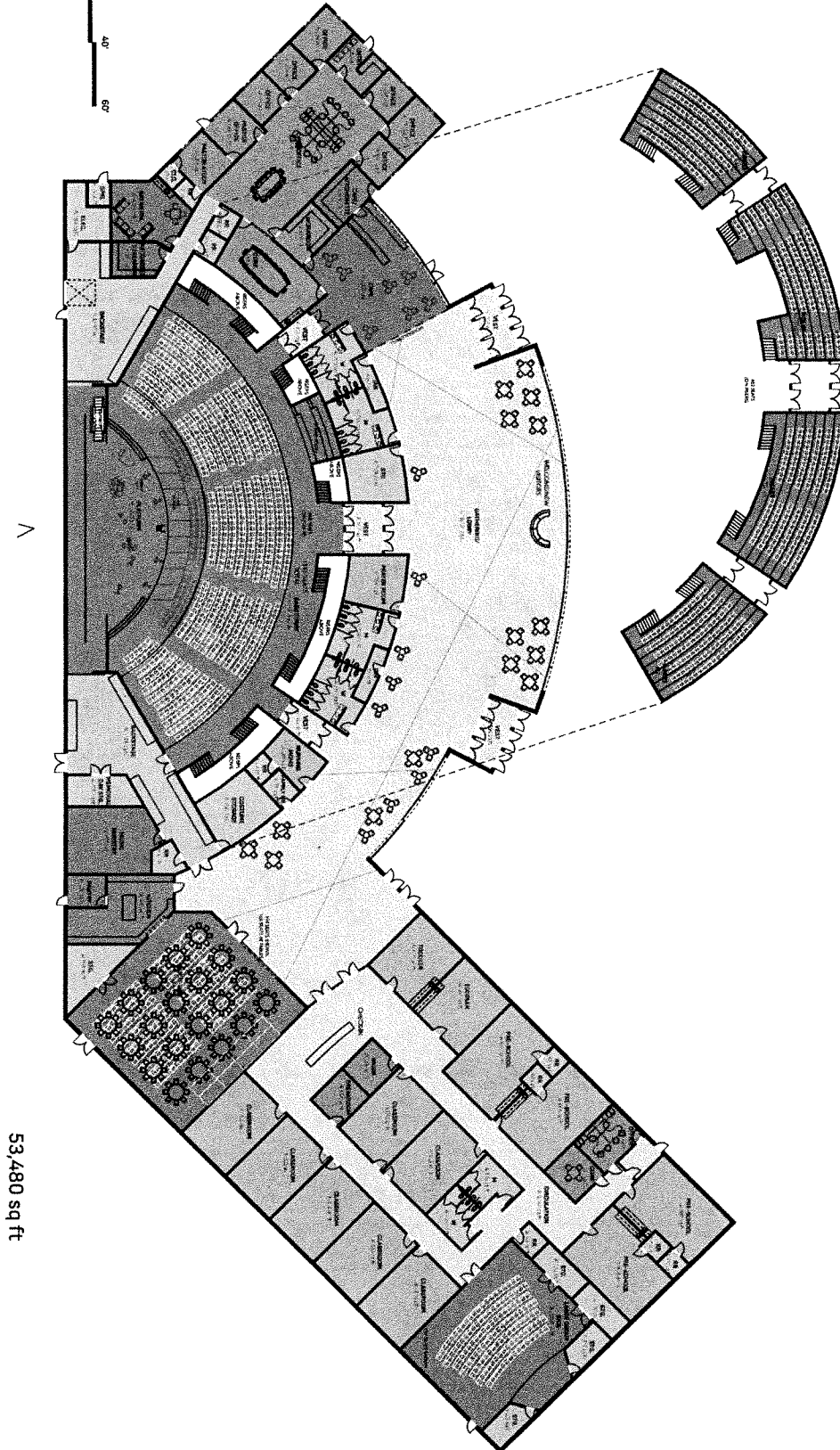
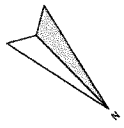


ATTACHMENT 2



Use Permit Amendment 07-13
Southeast corner of SR 20 and El Margarita Rd

ATTACHMENT 3



53,480 sq ft

5/5/25

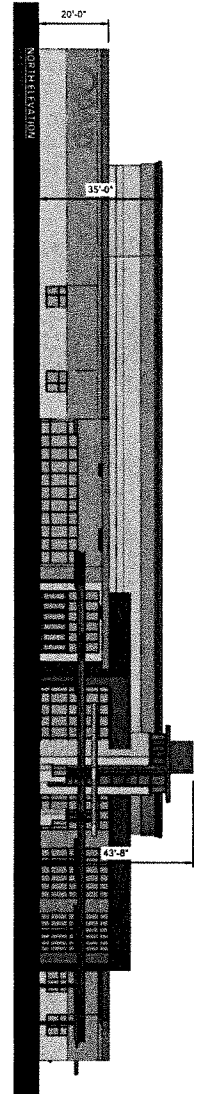
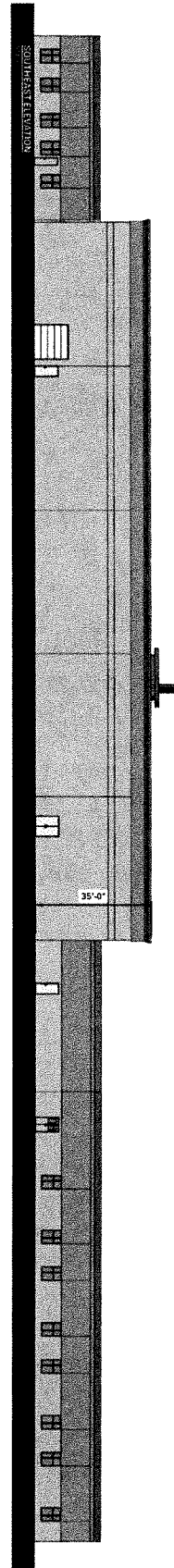
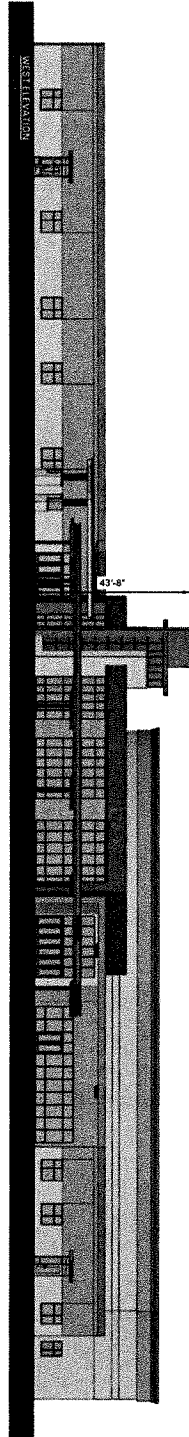
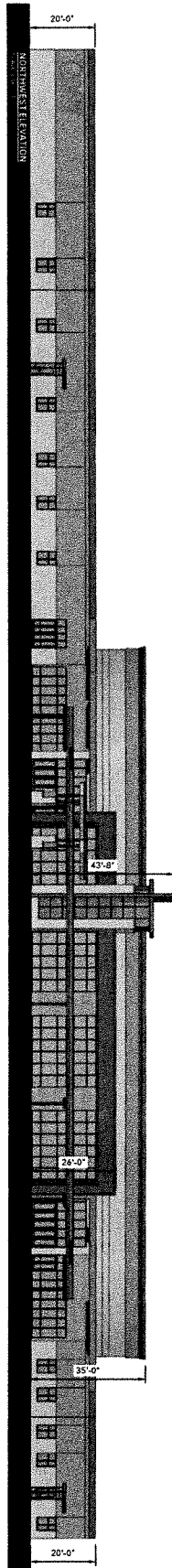
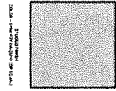
CALVARY
christian center

Floor Plan - Proposed Worship Facility

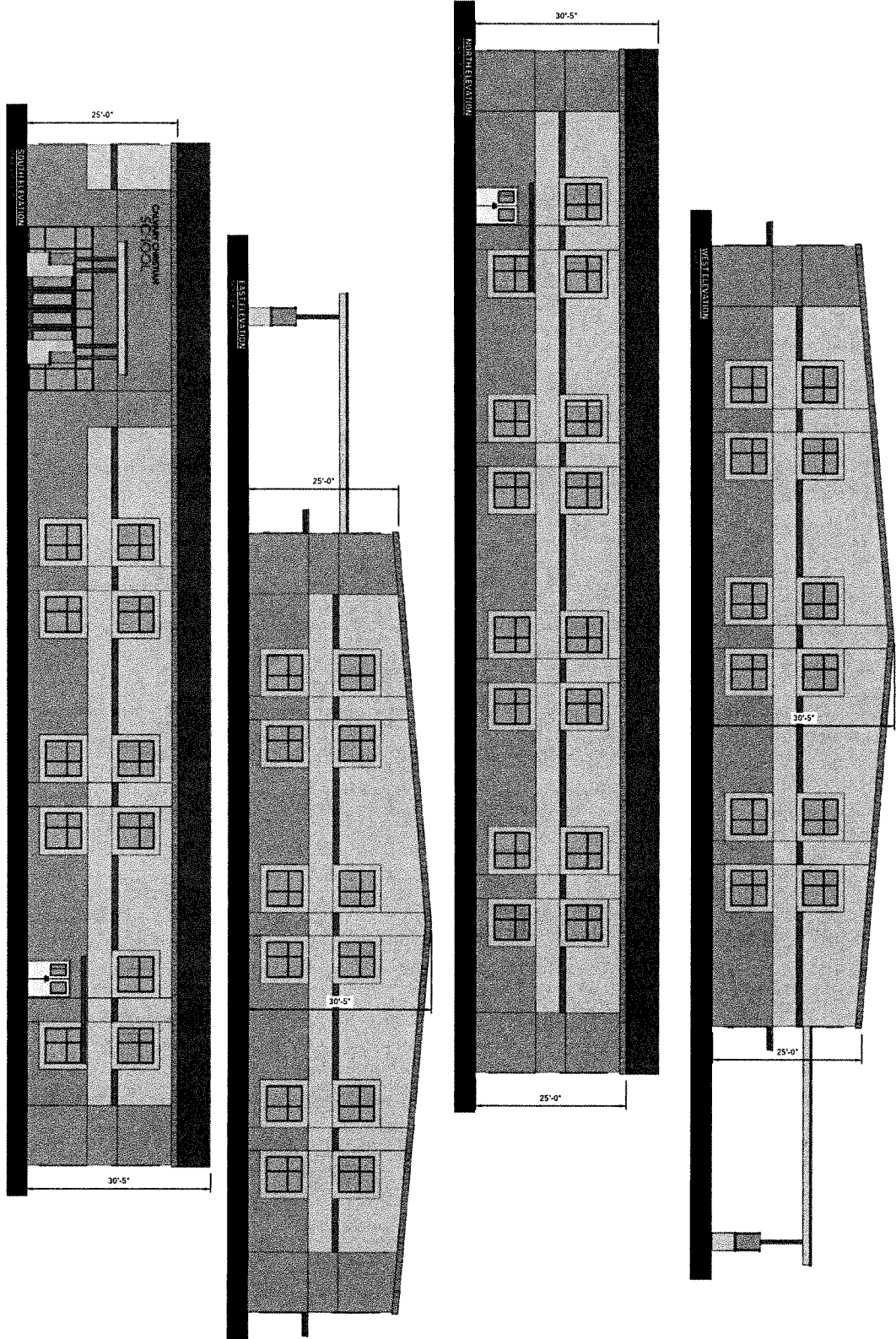
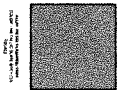
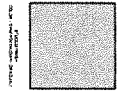
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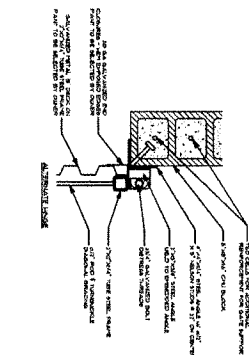
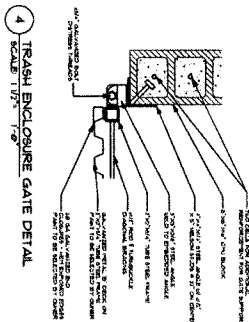
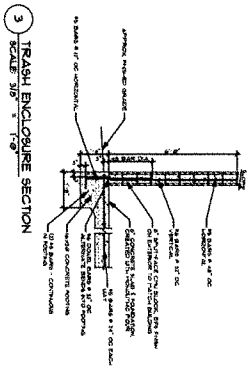
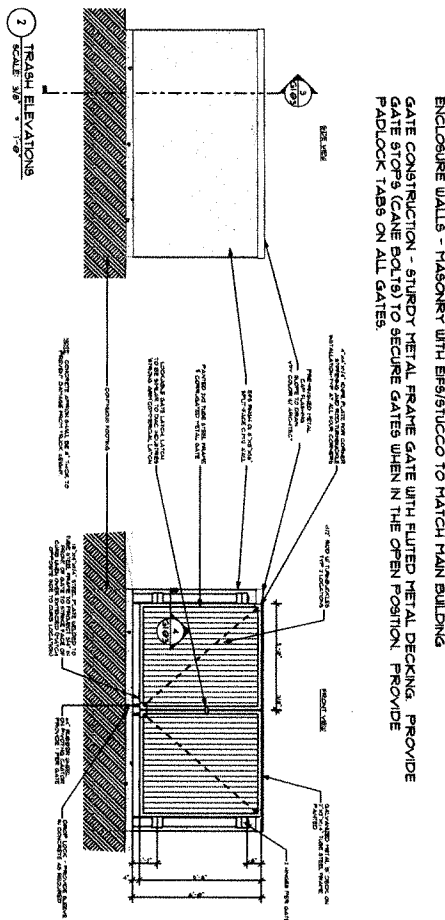
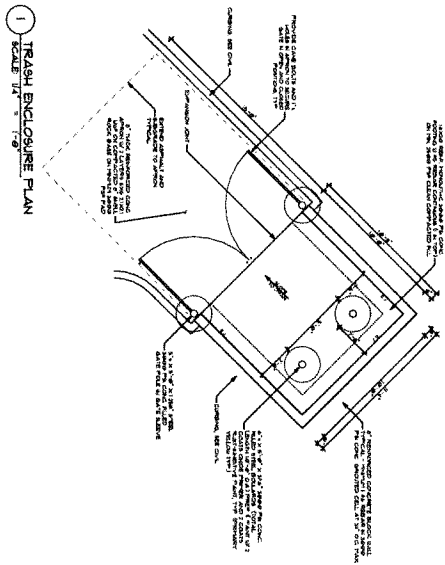
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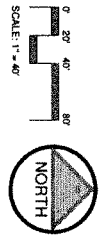
NOTE:
ALL LONG SHAPES TO BE
SUBMITTED THROUGH SEPARATE
REVIEW/PERMIT



NOTE:
ALL BUILDING SIGNS TO BE
SUBMITTED THROUGH SEPARATE
RENEW/PERMIT







DATE: _____
NAME: _____
CUB FILE NAME: _____
PRELIM: _____
RACE: _____
7/21/25
SCALE: _____
1"=40'
-JMS: JMS
C-105-25
SHEET: _____

2

INCHES

PARKING LOT SHADE CALCULATION

PARKING LOT SHADE CALCULATION						
TREE NUMBER TREE NAME	QUANTITY @ FULL (100%) F	QUANTITY @ 3/4 (75%) FT.	QUANTITY @ 1/2 (50%) F	QUANTITY @ 1/4 (25%) F	TOTAL SQ. FT.	
1. 28' PLUS SPREAD (PARKING A STREET TREES)	28 x (.862) = 26.336	+ 10 x (.722) = 7.220	+ 71 x (.481) = 34.151	+ 0 x (.240) = 0	= 68.307	
2. 25' TO 30' SPREAD (TREE TYPES)	0 x (.706) = 0	+ 0 x (.530) = 0	+ 0 x (.354) = 0	+ 0 x (.177) = 0	= 0	
3. 20' TO 25' SPREAD (TREE TYPES)	0 x (.491) = 0	+ 0 x (.368) = 0	+ 0 x (.246) = 0	+ 0 x (.123) = 0	= 0	
4. 15' TO 20' SPREAD (TREE TYPES)	0 x (.374) = 0	+ 0 x (.256) = 0	+ 0 x (.157) = 0	+ 0 x (.79) = 0	= 0	
REQUIRED TOTAL					CALCULATED TOTAL TREE SHADE: 68.307	
AREA OF PAVING (SHADED ON PLAN)	124,719	SQ. FT.	OF SHADED AREA ON PLAN			
AREA REQUIRED TO BE SHADED	124,719	SQ. FT.	x 50% = 62,359.5			
CALCULATED SHADE PROVIDED	68,307	SQ. FT.				
PERCENT SHADE PROVIDED	55 %					

CONCEPTUAL DESIGN WATER EFFICIENT LANDSCAPE WORKSHEET

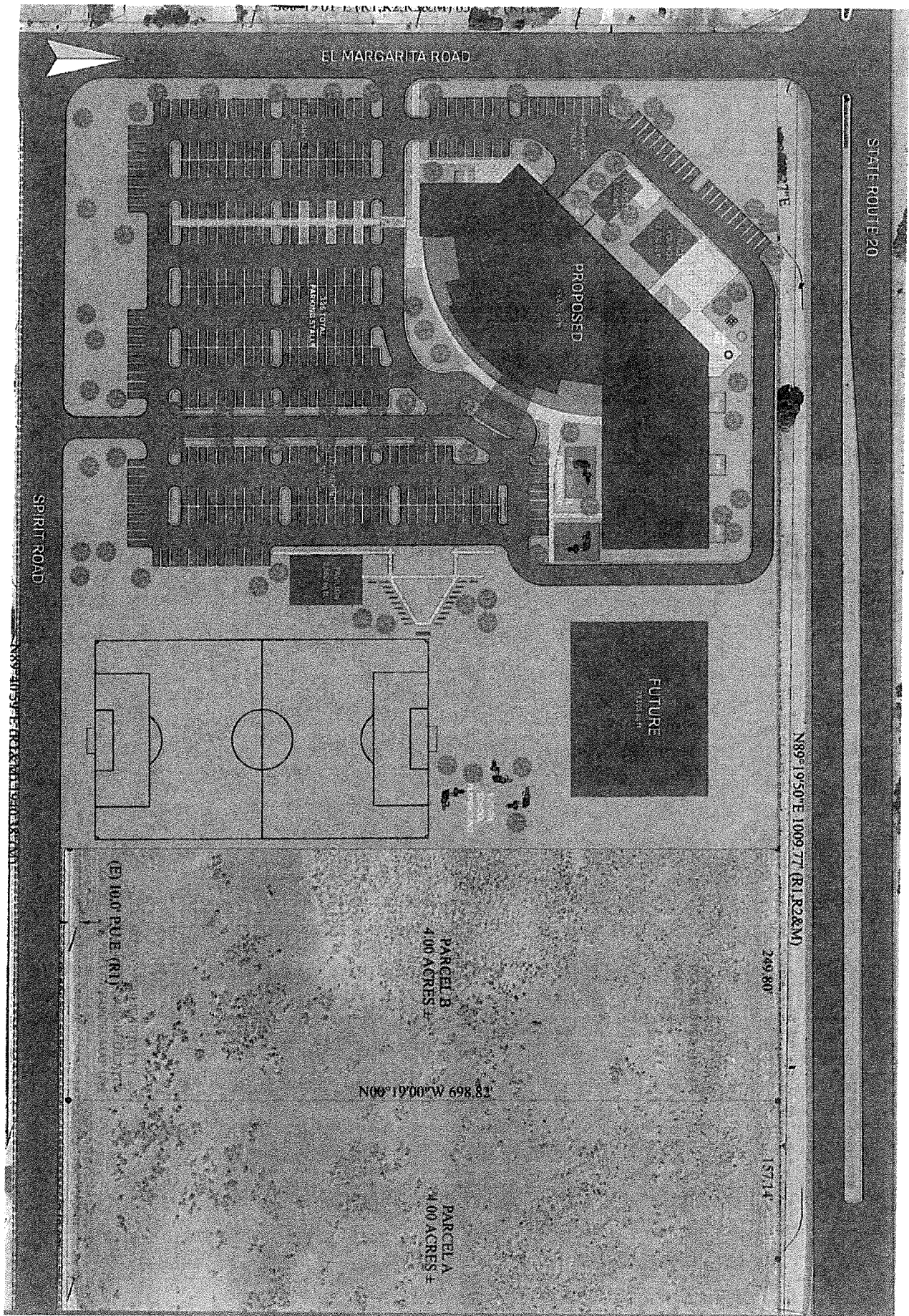
CONCEPTUAL DESIGN WATER EFFICIENT LANDSCAPE WORKSHEET

REFERENCE: EMMONSBOROUGH ETD 2017

PLANTING SCHEDULE		PLANTING FACTOR (F)		PLANTING METHOD		PLANTING FREQUENCY (FREQ)		ETAP + AREA	
REGULAR LANDSCAPE AREAS		LOW MAINT		GRASS		GRASS		TOTAL	
LAWN 100		0.2		GRASS		0.18		TOTAL	
TOTAL ETAP + AREA		20.00		2.00		1.80		42.80	
TOTAL ETAP		4.00		0.36		0.36		0.72	
TOTAL ETAP + AREA		16.00		1.64		1.44		33.04	
TOTAL ETAP		3.20		0.29		0.29		0.58	
TOTAL ETAP + AREA		12.80		1.35		1.25		26.35	
TOTAL ETAP		2.56		0.23		0.23		0.46	
TOTAL ETAP + AREA		10.24		1.11		1.02		21.26	
TOTAL ETAP		2.05		0.18		0.18		0.36	
TOTAL ETAP + AREA		8.19		0.87		0.80		16.99	
TOTAL ETAP		1.64		0.14		0.14		0.28	
TOTAL ETAP + AREA		6.55		0.69		0.64		13.19	
TOTAL ETAP		1.29		0.11		0.11		0.22	
TOTAL ETAP + AREA		5.26		0.56		0.52		10.78	
TOTAL ETAP		1.06		0.09		0.09		0.18	
TOTAL ETAP + AREA		4.20		0.44		0.41		8.61	
TOTAL ETAP		0.84		0.07		0.07		0.14	
TOTAL ETAP + AREA		3.36		0.35		0.33		6.69	
TOTAL ETAP		0.68		0.06		0.06		0.12	
TOTAL ETAP + AREA		2.70		0.28		0.27		5.47	
TOTAL ETAP		0.54		0.05		0.05		0.10	
TOTAL ETAP + AREA		2.16		0.23		0.22		4.38	
TOTAL ETAP		0.43		0.04		0.04		0.08	
TOTAL ETAP + AREA		1.73		0.18		0.17		3.50	
TOTAL ETAP		0.37		0.03		0.03		0.06	
TOTAL ETAP + AREA		1.36		0.14		0.13		2.49	
TOTAL ETAP		0.27		0.02		0.02		0.04	
TOTAL ETAP + AREA		1.09		0.11		0.10		2.19	
TOTAL ETAP		0.22		0.02		0.02		0.04	
TOTAL ETAP + AREA		0.87		0.09		0.08		1.95	
TOTAL ETAP		0.18		0.02		0.02		0.04	
TOTAL ETAP + AREA		0.69		0.07		0.06		1.75	
TOTAL ETAP		0.14		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.55		0.05		0.04		1.59	
TOTAL ETAP		0.11		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.44		0.04		0.03		1.47	
TOTAL ETAP		0.09		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.35		0.03		0.02		1.37	
TOTAL ETAP		0.07		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.28		0.02		0.02		1.30	
TOTAL ETAP		0.06		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.22		0.02		0.02		1.24	
TOTAL ETAP		0.05		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.17		0.01		0.01		1.18	
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TOTAL ETAP + AREA		0.14		0.01		0.01		1.12	
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TOTAL ETAP + AREA		0.11		0.01		0.01		1.06	
TOTAL ETAP		0.02		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.09		0.01		0.01		1.00	
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TOTAL ETAP + AREA		0.07		0.01		0.01		0.94	
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TOTAL ETAP + AREA		0.06		0.01		0.01		0.88	
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TOTAL ETAP + AREA		0.03		0.01		0.01		0.70	
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TOTAL ETAP + AREA		0.02		0.01		0.01		0.64	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.58	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.52	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.46	
TOTAL ETAP		0.01		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.01		0.01		0.01		0.40	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.34	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.28	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.22	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
TOTAL ETAP		0.01		0.01		0.01		0.02	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
TOTAL ETAP		0.01		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
TOTAL ETAP		0.01		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
TOTAL ETAP		0.01		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
TOTAL ETAP		0.01		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
TOTAL ETAP		0.01		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
TOTAL ETAP		0.01		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
TOTAL ETAP		0.01		0.01		0.01		0.02	
TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
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TOTAL ETAP + AREA		0.01		0.01		0.01		0.02	
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CONCEPTUAL LANDSCAPE PLAN NOTES

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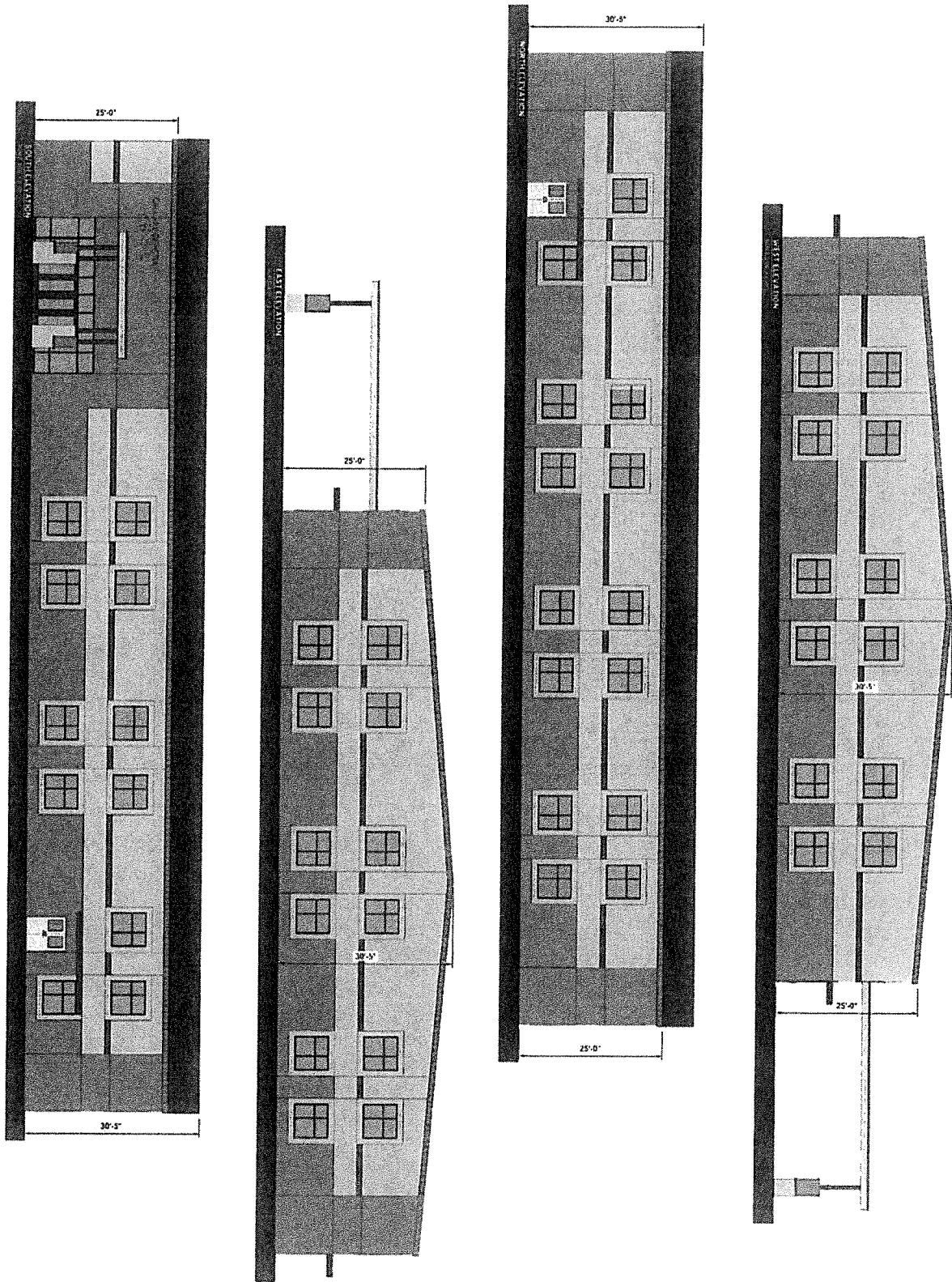
10/2/23

CALVARY
Christian Center

Master Plan Alternate

H
HILBERS
ARCHITECTS

BGW
ARCHITECTS



ATTACHMENT 4

**CITY OF YUBA CITY
CONDITIONS OF APPROVAL
AMENDED USE PERMIT 07-13
JULY 8, 2026**

**CALVARY CHRISTIAN CENTER
APN: 063-010-145**

NOTICE TO PROJECT APPLICANT

In accordance with the provisions of Government Code Section 66020(d)(1), the imposition of fees, dedication, reservations or exactions for this project are subject to protest by the project applicant at the time of approval or conditional approval of the development or within ninety (90) calendar days after the date of imposition of fees, dedications, reservation, or exactions imposed on the development project. This notice does not apply to those fees, dedications, reservations, or exactions which were previously imposed and duly noticed; or, where no notice was previously required under the provisions of Government Code Section 66020(d)(1) in effect before January 1, 1997.

IMPORTANT: PLEASE READ CAREFULLY

Please note that this project is subject to a variety of discretionary conditions of approval. These include conditions based on adopted City plans and policies, those determined through the use permit review and environmental assessment essential to mitigate adverse effects on the environment including the health, safety, and welfare of the community, and recommended conditions for development that are not essential to health, safety, and welfare, but would on the whole enhance the project and its relationship to the neighborhood and environment.

Discretionary conditions of approval may be appealed. All code requirements, however, are mandatory and may only be modified by variance, provided the findings can be made.

All discretionary conditions of approval will ultimately be deemed mandatory unless appealed by the applicant to the City Council within 10 days after the decision by the Planning Commission. In the event you wish to appeal the Planning Commission's decision or discretionary conditions of approval, you may do so by filing a written appeal with the City Clerk. The appeal shall state the grounds for the appeal and wherein the Commission failed to conform to the requirements of the zoning ordinance. This should include identification of the decision or action appealed and specific reasons why you believe the decision or action appealed should not be upheld.

Approval of this use permit shall be considered null and void in the event of failure by the applicant and/or the authorized representative, architect, engineer, or designer to disclose and delineate all facts and information relating to the subject property and the proposed development.

Approval of this use permit may become null and void in the event that development is not completed in accordance with all the conditions and requirements imposed on this use permit, the zoning ordinance, and all City standards and specifications. This use permit is granted, and the conditions imposed, based upon the application submittal provided by the applicant, including any operational statement. The application is material to the issuance of this use permit. Unless the conditions of approval specifically require operation inconsistent

with the application, a new or revised use permit is required if the operation of this establishment changes or becomes inconsistent with the application. Failure to operate in accordance with the conditions and requirements imposed may result in revocation of the use permit or any other enforcement remedy available under the law. The City shall not assume responsibility for any deletions or omissions resulting from the use permit review process or for additions or alterations to any construction or building plans not specifically submitted and reviewed and approved pursuant to this use permit or subsequent amendments or revisions. These conditions are conditions imposed solely upon the use permit and are not conditions imposed on the City or any third party. Likewise, imposition of conditions to ensure compliance with federal, state, or local laws and regulations does not preclude any other type of compliance enforcement.

These conditions are applicable to any person or entity making use of this use permit, and references to “developer” or “applicant” herein also include any applicant, property owner, owner, leasee, operator, or any other person or entity making use of this use permit.

CONDITIONS OF APPROVAL

1. To the furthest extent allowed by law, applicant/property owner shall indemnify, hold harmless and defend City and each of its officers, officials, employees, consultants, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, damages and costs (including attorney's fees, litigation expenses and administrative record preparation costs) arising from, resulting from, or in connection with any Third-Party Action (as hereinafter defined). The term “Third Party Action” collectively means any legal action or other proceeding instituted by (i) a third party or parties, or (ii) a governmental body, agency or official other than the City, that: (a) challenges or contests any or all of these Conditions of Approval or any approval associated with entitlements associated with the project (collectively “Approvals”); or (b) claims or alleges a violation of CEQA or another law in connection with the Approvals by the City, or the grant, issuance or approval by the City of any or all Approvals. Applicant's/property owner's obligations under this paragraph shall apply regardless of whether City or any of its officers, officials, employees, consultants, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties forfeitures, costs or damages caused solely by the active negligence or willful misconduct of the City or any of its officers, officials, employees, agents or volunteers. The provisions of this section shall survive any termination, revocation, overturn, or expiration of an approval.

Nothing in this section shall obligate the City to defend any claim and the City shall not be required to pay or perform any settlement arising from any such claim not defended by the City, unless the City approves the settlement in writing. Nor shall the City be prohibited from independently defending any claim, and if the City does decide to independently defend a claim, the applicant/property owner shall be responsible for City's attorneys' fees, expenses of litigation, and costs for that independent defense, including the costs of preparing any required administrative record. Applicant/property owner shall submit all documents filed in the Third-Party Action for review and approval of the City Attorney prior to filing of said documents on behalf of the City.

The City may, at any time, require the applicant to reimburse the City for costs that have been, or which the City reasonably anticipates will be, incurred by the City during the course of processing or defending any Third-Party Actions. The City shall provide applicant/property owner with an invoice detailing all reasonable costs

incurred. Applicant/property owner shall tender to the City payment-in-full of all reasonable and necessary costs within 30 days from the date upon the invoice. Applicant/property owner shall contact the City within a reasonable time to arrange any extension of the 30-day time period for payment-in-full of the invoiced amount. Applicant/property owner further acknowledges and agrees, failure to timely tender payment-in-full to the City shall be considered a breach and non-compliance with the conditions of approval for the project. Applicant/property owner shall also be required, upon request of the City, to deposit two month's estimated costs anticipated by the City to be incurred, which may be used by the City as a draw down account to maintain a positive balance pending tender of payment by Applicant/property owner as noted herein.

2. The following Conditions of Approval supersede and replace all previous Conditions associated with Use Permit (UP) 07-13.
3. Approval of this Amended UP 07-13 shall be null and void without further action if the project has not been substantially commenced, which is defined by Municipal Code Section 8-5.7105 as the installation of building foundations, within two years of approval, or July 8, 2028. This amended project shall be limited to a single additional two-year extension.
4. The development and operation of the project shall occur consistent with the project description and approval of Amended UP 07-13 and shall comply with all CEQA mitigation measures identified in Environmental Assessment 23-13 dated March 2026.
5. The building wings visible from the north (SR 20/Colusa Ave) and west (El Margarita Rd) should be visually enhanced and reflect some of the design features of the front of the main assembly and lobby areas. These visual enhancements may include but are not limited to increased articulation, darkened window trims, vertical and horizontal lines, etc. In addition, decorative screening of the exterior HVAC systems shall be incorporated.
6. A final landscape plan to be submitted as part of the building permit application and shall include adequate provision for landscaping trees, shading percentages, planting types, and planter strips as required by the adopted City landscape standards and compliant with State Water Efficient Landscape Ordinance (WELO) requirements.
7. The applicant shall provide a revised landscaping plan to the City and approved by the Development Services Director that complies with Yuba City Municipal Code Section 8-5.6003(b)(1) including City approved shade trees along El Margarita Road, Spirit Way, and SR 20 at an average of one tree per 30 linear feet of frontage, but spaced all along the frontage, as required by Section 8-5.6004(a)(3).
8. The development, operation, and buildings shall comply with all local, state, and federal codes (including Building and Fire codes) and local development standards. The Developer or Representative shall obtain an Encroachment Permit from the City prior to performing any work within the public rights of way.
9. The Developer shall prepare and submit improvement plans for the construction of all public improvements including water, sanitary sewer, storm drain facilities, roadway improvements, curbs, gutters, sidewalks, parkway strips, signing, striping and streetlights.

10. All design and construction shall conform to the latest edition of the City of Yuba City Standard Specifications and Details, State of California Standard Specifications for Construction of Local Streets and Roads (2014), AASHTO Policy on Geometric Design of Streets and Highways for local roads, and California Manual on Uniform Traffic Control Devices for Streets and Highways (2014).
11. In the event that the City is forced to condemn or acquire off-site property interest in connection with required off-site improvements, the developer shall fund the cost of condemnation or acquisition, including but not to be limited to the amounts necessary to purchase the easement or fee simple interest, document preparation, and severance or other damages payable to the owners of the land upon which the improvements are to be located, the actual cost and acquisition and all fees, including attorney's fee and/or other expenses necessary to prosecute the condemnation action, including expert witness and appraisal fees. In the event that the City elects to proceed with acquisition or condemnation pursuant to Government Code Section 66462.5, the developer shall, within 60 days of written notice by the City, deposit with the City, as an advance, the full estimated cost of such acquisition.
12. All grading operations on the project shall be suspended as directed by the Feather River Air Quality Management District when winds exceed 20 miles per hour or when winds carry dust beyond the property line despite implementation of all feasible dust control measures. An operational water truck shall be onsite at all times to assist in dust control.
13. Onsite dirt piles or other stockpiled particulate matter shall be covered, wind breaks installed, and water and/or soil stabilizer employed to reduce windblown dust emissions. Incorporate the use of approved non-toxic soil stabilizer according to manufacturers' specifications to all previously graded construction areas that have been inactive for 96 hours. Contractor to provide the specifications to the City Inspector.
14. To help contain fugitive dust, construction sites shall be watered down during the construction phase of the project or as directed by the Public Works Department.
15. Temporary silt fencing shall be erected during construction and permanent fencing shall be completed prior to occupancy so that transport of construction debris can be retained on-site.
16. Open burning is a source of fugitive gas and particulate emissions, which shall be prohibited at the project site. No open burning of vegetative waste (natural plant growth wastes) or other legal or illegal burn materials (trash, demolition debris, et. al.) shall be conducted at the project site. Vegetative wastes should be chipped or delivered to waste facilities (permitted biomass facilities), mulched, composted, or used for firewood. It is unlawful to haul waste materials offsite for disposal by open burning.
17. To prevent track-out, wheel washers shall be installed where project vehicles and/or equipment exit onto paved street from unpaved roads. Vehicles and/or equipment shall be washed prior to each trip. Alternatively, a gravel bed may be installed as appropriate at vehicle/equipment site exit points to effectively remove soil buildup on tires and tracks to prevent/diminish track-out.

18. If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.
19. During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. Contractor shall be responsible that all construction equipment is equipped with manufacturers approved muffler's baffles. Failure to do so may result in the issuance of an order to stop work.
20. The Developer's Superintendent/Representative shall be onsite when contractor is working and be available to the City's Inspectors assigned to the project. The Developer shall be responsible for making sure that the contractor is working from signed improvement plans, signed special provisions, signed storm water pollution prevention plan, and the approved project agreement conditions.
21. The Developer's Superintendent/Representative shall ensure that all private vehicles be either parked off-site or outside of construction areas. All vehicles, construction equipment, and construction material related to the project shall be organized in such a manner to provide emergency vehicle access to the entire project.
22. The Developer and/or the Developer's Superintendent/Representative shall have a pre- construction meeting with the City prior to commencing construction of public improvements. The Developer shall notify the City of the meeting no less than two working days in advance of such meeting. Those in attendance at the meeting shall include: the City, the Developer and/or the Developer's Superintendent/Representative, the Contractor, the Design Engineer, the Developer's safety representative, the Developer's SWPPP representative.
23. The improvement plans and specifications may not fully represent all necessary off-site work to meet City requirements and that any additional work identified by the City during construction shall be the responsibility of the Developer to pay for.
24. Paved streets shall be swept frequently (water sweeper with reclaimed water recommended; wet broom) if soil material has been carried onto adjacent paved, public thoroughfares from the project site.
25. The Developer, at their expense, shall be solely responsible for all quality control associated with the project. The quality control shall include, but is not limited to, the following: survey work, potholing existing utilities, all geotechnical testing, soil reports, concrete testing, asphalt testing, and any other required special testing/inspections. The City will only perform necessary testing to assure compliance.
26. Storage of construction material is not allowed in the travel way.
27. No street parking will be permitted on either El Margarita Road or Spirit Way. Appropriate signage shall be installed and approved by the Public Works Department.
28. This Project is currently within the X19 Combining Zone District ("Overlay District"). You should comply with requirements of the Overlay District. In the event the City

Council removes the Overlay District prior to commencement of construction, this Condition of Approval shall no longer apply and be of no further force or effect.

PRIOR TO ISSUANCE OF A BUILDING PERMIT

29. Prior to building permit issuance, appropriate intersection improvements shall be constructed at the El Margarita Road/State Route 20 intersection or as approved by the City and Caltrans. The intersection improvements ultimately implemented will be determined through Caltrans Intersection Safety and Operational Assessment Process (SOAP) to be completed by the applicant or City prior to Caltrans encroachment permit issuance.

PRIOR TO ISSUANCE OF A GRADING PERMIT

30. On proposed developments that are larger than one acre, provide evidence that a Notice of Intent has been submitted and received by the local Water Quality Control Board for a General Construction Activity Storm Water Permit. Two copies of the project Storm Water Pollution Protection Plan shall be provided to the City.
31. The improvement plans for the development of the subject property shall include all measures required to ensure that no drainage runoff resulting from the development of the property flow onto the adjacent residential or agricultural lands or impede the drainage from those properties. If retaining walls are required they shall be constructed of concrete or masonry block.
32. Existing and proposed grade elevations at perimeter of the proposed land development shall be shown on the grading plans. The Engineer of Record shall designate on the plans as to where any retaining walls are required and provide details of all proposed retaining walls. The retaining wall is required where grade differences between the proposed development and the surrounding land is greater than 6" (inches). The use of any type of wood as the retaining wall is not permitted.
33. The applicant shall submit, with the first improvement plan check, to the City for review and approval, a detailed geotechnical investigation prepared by a Civil Engineer registered in the State of California and qualified to perform geotechnical work. The grading plan shall incorporate the recommendations of the approved geotechnical investigation.
34. A master grading plan for all phases of the project shall be submitted to the Public Works Department as part of the improvement plans with the first project phase.

PRIOR TO APPROVAL OF THE IMPROVEMENT PLANS

35. A fair share analysis shall be prepared by a traffic engineer. The analysis should determine fair share amounts related to mitigations in previous traffic studies as approved by the Director of the Public Works, with a focus primarily on the following intersections:
 - Spirit Way and El Margarita Road
 - Spirit Way and Harter Parkway
 - Franklin Road and El Margarita Road

- Any other locations deemed appropriate by the traffic engineer or Director of Public Works.

Developer is to construct and/or pay all determined proportional share amounts of required improvements and/or fees related to mitigating identified traffic impacts that are in addition to the City's impact fee program. This fair share contribution shall be made prior to the issuance of the first occupancy permit on site and to the satisfaction of the Director of Public Works. If the intersection is added to a future AB 1600 traffic impact fee then that would be considered payment of fair share.

36. An Improvement Agreement outlining any costs (hot tap, connection fee, fair share contribution, etc.) associated with the development shall be accepted by the City prior to approval of plans.
37. Obtain all necessary approvals from City, State, and Federal agencies, utilities and other effected parties that are required for the project including, but not limited to, the preparation of drawings, studies, reports and permit applications, and payment of fees. Prior to City approval of Improvement Plans the Developer shall provide evidence, to the satisfaction of the Public Works Department, that all such obligations have been met.
38. An encroachment permit from the State of California Department of Transportation will be required for all work to be done within any State Highway right-of-way. A copy of this permit must be supplied to the City prior to approval of the improvement plans.
39. Where an excavation for a trench and/or structure is 5 feet deep or more. The contractor shall conform to OSHA requirements. The contractor shall provide a copy of the approved OSHA permit and shoring details and calculations prepared by the California licensed structural engineer to the Public Works Department.
40. Improvement plans shall be approved by the Yuba City Fire Department.
41. All service laterals (water, sewer, irrigation, fire suppression), along with required meters, are to be shown on the civil improvement plans.
42. All domestic, landscape, and fire service lines shall have reduced pressure backflow preventers.
43. The Developer shall be responsible for preparation of a street tree and irrigation plan that is deemed acceptable by the Director of Parks and Recreation prior to entering into an Improvement Agreement with the City.
44. The fire suppression system(s) that will be servicing the property shall tie-in directly to the City water main. Hot tap fees shall apply.
45. The Developer shall construct frontage improvements to City standards as follows, or as approved by the Public Works Director:
 - (i) Minor Arterial (El Margarita Road) – The following shall be constructed along the **east side**:
 - construct exclusive northbound left-turn and right-turn lanes at the State Route 20/El Margarita Road intersection.
 - 12.0-foot-wide landscaped public utility easement with 2.0 feet located underneath the sidewalk (measured from back of sidewalk

- to back of landscaping) with City approved street trees, landscaping, and irrigation
- 6.0-foot-wide attached sidewalk
- streetlights
- fire hydrants
- storm drainage facilities
- roadway striping
- roadway signage
- (ii) Local (Spirit Road) – The following shall be constructed along the **north side**:
 - 10.0-foot-wide landscaped public utility easement (measured from back of sidewalk to back of landscaping) with City approved street trees, landscaping and irrigation
 - 5.0-foot-wide attached sidewalk
 - streetlights
 - fire hydrants
 - storm drainage facilities
 - roadway striping
 - roadway signage

Street lighting are public improvements that shall meet the City Standard Details and be included in the Improvement Plans and Specifications for the project when the improvement plans are submitted for the first improvement plan check.

46. The Developer shall install stop signs and relabel pavement markings on El Margarita Road at Spirit Way to create an all-way stop controlled intersection or as approved by the Director of Public Works. The developer will be reimbursed for these improvements from other developers that benefit from these improvements, or shall reimburse other developers who complete these improvements.
47. The Developer shall comply with all City requirements related to drainage, including submittal of a drainage plan for any drainage improvements for the proposed development. A drainage analysis, along with calculations, shall be submitted to the City Engineer for approval. The analysis shall include, but is not limited to:
 - i. Grading and drainage plan showing the proposed drainage conveyance and storage system.
 - ii. Supporting calculations demonstrating adequacy of conveyance capacity and storage volume. The calculation analysis shall meet the requirements of the Yuba City Basin Drainage Study.
 - iii. Storm Drain Collection Systems- For the design of all pipeline conveyance facilities, the Hydraulic Grade Line (HGL) shall be maintained a minimum of one foot below the gutter flow line of all drain inlets and at least one foot below all maintenance hole rims during a 10-year, 24-hour storm event. The storm drain minimum pipe size shall be 12 inches. The minimum velocity shall be 2 fps.
 - iv. Street Flow- The street system shall be designed to convey the 100-year, 24-hour runoff while maintaining a water surface at least 1 foot below the adjacent building pad elevations (or alternatively, the building pad elevations shall be at least 1 foot above the 100-year water level). The grading plan shall ensure that the 100-year, 24-hour runoff can be conveyed through the development and to the receiving drainage facility.

- v. Drainage systems (pipes and street systems) shall be designed to accommodate the runoff from the ultimate development of the entire upstream watershed.
 - vi. Water Quality – Water quality basin(s) shall meet State Water Resource Board requirements for water quality. The water quality basin can be incorporated into a detention pond, designed as an individual pond, included in a water quality manhole system, or as approved by the Director of Public Works.
 - vii. Detention Basins - A 100-year, 4-day storm shall be used for sizing detention storage facilities. The detention basin release rate from a 100-year, 24-hour storm after development must be equal to or lower than the runoff rate from the detention basin's tributary area before development.
 - viii. The Drainage Study shall be completed and stamped by a Professional Engineer and determined by the City Engineer and the Sutter County Water Agency Engineer to be comprehensive, accurate, and adequate.
48. Development shall comply with Yuba City's stormwater requirements and Post-Construction Standards Plan. The Post Construction information can be found here: https://www.yubacity.net/city_hall/departments/public_works/engineering/stormwater_management
49. The Developer shall comply with all Sutter County requirements related to drainage, including submittal of a drainage plan for any drainage improvements that utilize County facilities (Sutter County Water Agency) for approval by the Sutter County Development Services Director.
50. The structural section of all road improvements shall be designed using the Caltrans empirical R-value method. A geotechnical investigation shall determine the R-value of the existing soil in accordance with the Caltrans Highway Design Manual. The structural section shall be designed to the following standards:
- a. Use 3" minimum for residential, 4" minimum for collectors and 6" minimum for arterials, of 'Type A' asphaltic concrete over Class 2 aggregate base (the thickness of the base shall be designed to the R-value of the soil)
 - b. Use a traffic index of 6 for residential streets
 - c. Use a traffic index of 7 for collector streets
 - d. Use a traffic index of 10 for arterial streets
- A copy of the geotechnical investigation, including R-value determination, test locations and structural section calculations, shall be submitted with the first improvement plan check or City standard base sections per Standard Detail ST-1 shall be used.
51. Striping, pavement markings and traffic signage shall be provided on El Margarita Road and Spirit Way as necessary and as required by the Public Works Department. Signage restricting parking and red painted curbing shall be installed where appropriate. Speed limit signs shall be installed at locations determined by the Public Works Department.
52. Required Improvement Plan Notes:

- a. "Any excess materials shall be considered the property of the contractor/owner and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
- b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. The Contractor shall be responsible for all construction equipment to be equipped with manufacturers approved muffler baffles. Failure to do so may result in the issuance of an order to stop work."
- c. "If any hazardous waste is encountered during the construction of this project, all work shall be immediately stopped and the Sutter County Environmental Health Department, the Fire Department, the Police Department, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies."
- d. "The Contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The Contractor shall be required to follow traffic safety measures in accordance with the "California Manual of Uniform Traffic Control Devices, latest edition." The City of Yuba City emergency service providers shall be notified, at least two working days in advance, of proposed construction scheduled by the contractor(s)."
- e. "Soil shall not be treated with lime or other cementitious material without prior express permission by the Public Works Department."
- f. "Where an excavation for a trench and/or structure is five (5) feet deep or more, the contractor shall conform to O.S.H.A. requirements. The contractor shall provide a copy of the approved O.S.H.A. permit, and shoring details and calculations prepared by California licensed structural engineer to the Public Works Department, prior to beginning construction."

PRIOR TO ACCEPTANCE OF THE PUBLIC IMPROVEMENTS

- 53. All existing well(s), septic tank(s), and service lines shall be destroyed in accordance with the requirements of the Sutter County Environmental Health and Yuba City Building Departments, respectively. Connections shall be made to public sewer and water. The Developer shall pay all applicable fees.
- 54. The Developer shall maintain record drawings of the improvements and keep them on site at all times. When the project is complete, the Developer shall deliver a marked set of plans to the Engineer of Record. The Engineer of Record shall update the improvement plans with the record information. Once the changes have been added to the plans, the Engineer of Record shall submit both an electronic copy (Civil 3D version 2017 or newer) and a hard copy to the City. The City will not accept the completion of the improvements until the electronic copy and hard copy have been submitted.
- 55. The existing power pole at the southeast corner of El Margarita Road and State Route 20 shall be relocated behind the proposed sidewalk.
- 56. All public street lighting shall be dedicated to the City of Yuba City.
- 57. The driveway onto El Margarita Road shall be limited to right turns only.

58. The Developer's Superintendent/Representative shall submit three (3) sets of Pacific Gas and Electric approved utility plans showing joint trench locations and distribution lines prior to issuance of first building permit for each phase of construction.
59. The Developer shall pay all applicable Sutter County Water Agency connection fees and maintenance and operation fees and entering into an agreement with Sutter County providing participation in a zone of benefit, drainage district, agency, service area or any other public entity for the financing of construction and maintenance of a drainage system, as determined applicable by Sutter County.

PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY

60. The curb, gutter, sidewalk, and lot drainage shall be inspected and approved by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced. All sidewalks along the City right-of-way shall be free of any non-control joint cracking. In addition, any concrete with cracks, chips, blemishes, and spalling greater than an inch in diameter shall be replaced from control joint to control joint.
61. The property shall petition for formation of a Zone of Benefit of the Yuba City Lighting and Landscaping Maintenance District for the purpose of maintaining; street trees which are to be planted along all streets, streetlights, fencing, and any detention / water quality basin(s) or devices. The Engineering Division shall be reimbursed actual costs associated with the formation of the district.
62. All street lighting shall be constructed per the Improvement Plans and energized prior to the issuance of any certificate of occupancy or as approved by the Development Services Director.
63. The City reserves the right to direct the Developer to hydroflush all storm drain mains and all sewer mains.
64. All reduced pressure backflow preventers shall be tested and a back flow preventer certification, performed by an AWWA licensed tester, shall be submitted to the Public Works Department
65. Prior to issuance of any certificate of occupancy, all underground utilities, public improvements, and site improvements, including rough grading, shall be completed in accordance with City requirements.
66. Development of this property will require payment of the Sutter Butte Basin Regional Levee Improvement Program Development Impact Fee (DIF) pursuant to Yuba City Ordinance No. 002-24. The DIF fees shall be paid (or an agreement entered into with Yuba City and SBFCA that constitutes satisfaction of the DIF obligation) prior to issuance of a Certificate of Occupancy. For questions pertaining to the DIF, please contact Sutter Butte Flood Control Agency at (530) 755-9859 or go to <https://sutterbutteflood.org/finance/regional-levee-dif>.

MITIGATION MEASURES

Paleontological Mitigation Measure 1: Mitigation Measure # 1 shall be placed as a note on the Demolition and Grading Plans. If paleontological resources are found, the construction manager shall halt all activity and immediately contact the Development Services Department @ 530-822-4700.

Mitigation shall be conducted as follows:

1. Identify and evaluate paleontological resources by intense field survey in the vicinity that potential paleontological resource was found, as determined by the paleontologist;
2. Assess effects on identified sites;
3. Consult with the institutional/academic paleontologists conducting research investigations within the geological formations that are slated to be impacted;
4. Obtain comments from the researchers;
5. Comply with researchers' recommendations to address any significant adverse effects were determined by the City to be feasible.

In considering any suggested mitigation proposed by a consulting paleontologist, the City's Community Development Department Staff shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, Specific or General Plan policies and land use assumptions, and other considerations. If avoidance is unnecessary or infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for paleontological resources is carried out.

Greenhouse Gas Mitigation Measure 1: The site grading process shall comply with the GHG Reduction Measures provided in the adopted Yuba City Resource Efficiency Plan.

Tribal Cultural Resources Mitigation Measure 1: Unanticipated Discoveries: If any suspected TCRs are discovered during ground disturbing construction activities, all work shall cease within 100 feet of the find, or an agreed upon distance based on the project area and nature of the find. A Tribal Representative from a California Native American Tribe that is traditionally and culturally affiliated with a geographic area shall be immediately notified and shall determine if the find is a TCR (PRC 21074). The Tribal Representative will make recommendations for further evaluation and treatment as necessary.

Preservation in place is the preferred alternative under CEQA and UAIC protocols, and every effort must be made to preserve the resources in place, including through project redesign. Culturally appropriate treatment may be, but is not limited to, processing materials for reburial, minimizing handling of cultural objects, leaving objects in place within the landscape, returning objects to a location within the project area where they will not be subject to future impacts. The Tribe does not consider curation of TCR's to be appropriate or respectful and request that materials not be permanently curated, unless approved by the Tribe.

The contractor shall implement any measures deemed by the CEQA lead agency to be necessary and feasible to preserve in place, avoid, or minimize impacts to the resource, including but not limited to, facilitating the appropriate tribal treatment of the find, as necessary. Treatment that preserves or restores the cultural character and integrity of a Tribal Cultural Resource may include Tribal monitoring, culturally appropriate recovery of cultural objects, and reburial of cultural objects or cultural soil.

Work at the discovery location cannot resume until all necessary investigation and evaluation of the discovery under the requirements of CEQA, including AB 52, has been satisfied.

ATTACHMENT 5

To view the environmental assessment (EA 23-13) for the project, you may access it through the below link at
https://yubacity.gov/departments/development_services/planning/environmental/environmental_assessment/

CITY OF YUBA CITY
STAFF REPORT

Date: September 1, 2026
To: Honorable Mayor & Members of the City Council;
From: Police Department
Presentation By: Michael Gwinnup, Police Sergeant

Summary

Subject: Purchase of one (1) Chevrolet Tahoe PPV
Recommendation: Adopt a Resolution to:
A. Awards the purchase of one (1) Chevrolet Tahoe Pursuit Vehicle to Winner Chevrolet, Inc. of Sacramento, CA, in the amount of \$61,211.41;
B. Authorizes the purchase and installation of equipment to Cop Shop Installations of Yuba City, CA in the estimated amount of \$29,983.40 with the finding that it is in the best interest of the City;
C. Authorizes the purchase of one (1) APX 8500 all-band radios to Motorola of Yuba City, CA in the estimated amount of \$11,976.79, and programming to Sutter Buttes Communication in the estimated amount of \$186.89, with the finding that it is in the best interest of the City
Fiscal Impact: \$61,211.41 for the vehicle plus an additional \$42,147.08 for the equipment and installation for a total of \$103,358.49. Funding is available in the Vehicle Replacement Fund Account 6610-69401

Purpose:

Purchase of one (1) Chevrolet Tahoe 2WD Police Pursuit Vehicles.

Strategic Focus Area:

This item supports the City Council's Strategic Goal of Safe Communities.

Background:

Each year Fleet Maintenance staff reviews the City's vehicles to determine which are recommended for replacement. This is done by reviewing the age of the vehicle, the number of miles on the vehicle and the anticipated maintenance cost if the vehicle remains in service. The Police Department is due to replace several vehicles. The following is the list of vehicles needing replacement because they have reached their threshold: 20-12 (K9).

With the expected purchase of the Chevrolet Tahoe 2WD Police Pursuit vehicles, the City must also fit the vehicles with the needed equipment. Equipment to be purchased and/or installed includes light bars, sirens, computers, radios, and modems. The City always attempts to salvage equipment from vehicles going out of service and place them in the new vehicles, assuming they are compatible. This

allows the city to save money on equipment.

With the adoption of law enforcement agencies having the capabilities to use both unencrypted and encrypted radio channels the city will need to transition to full band radios that will allow the police department to communicate with allied agencies using those same channels.

The APX8500 supports VHF, UHF, 700/800 MHz bands, providing flexibility to operate across multiple frequency bands. The APX6500 is what is currently in the patrol vehicles is limited to UHF band only, that restricts its interoperability and coverage options during natural disasters such as, fires and floods. The APX8500 will also be more adaptable to future changes in communication standards and technologies ensuring a longer useful life cycle and a better return on investment. The APX8500 not only improves the communication between local law enforcement agencies it also improves the communication with mutual aid requests outside of the police department jurisdiction, making it easier and safer for officers to communicate with different law enforcement agencies under stressful conditions. With the integration of the APX8500 radio, officers would no longer be required to carry two separate radios to communicate during mutual aid incidents.

This vehicle replacement directly supports the City's Strategic Focus Area of Safer Communities by ensuring police officers have reliable, modern equipment to effectively protect the public and respond to emergencies. Replacing an aging K-9 patrol vehicle and equipping it with updated communications technology enhances officer safety, improves response capabilities, and strengthens interoperability with local, regional, and state public safety agencies during routine operations and large-scale emergencies. The integration of the Motorola APX8500 radio provides seamless communication across multiple frequency bands, enabling faster coordination during critical incidents, natural disasters, and mutual aid responses. Investing in dependable police vehicles and advanced communication systems ensures officers can respond safely and efficiently, ultimately improving public safety, strengthening emergency preparedness, and supporting the City's commitment to providing a safe and secure community for residents, businesses, and visitors.

Analysis:

The City has opted to utilize Winner Chevrolet, Inc. to purchase the one (1) Chevrolet Tahoe PPV's because Winner Chevrolet, Inc. holds the state contract for vehicle procurements. This decision leverages the state's pre-negotiated terms, ensuring the city benefits from competitive pricing, standardized vehicle specifications, and streamlined procurement processes. By utilizing the state contract, the city ensures compliance with regulatory requirements and guarantees the acquisition of reliable, high-quality vehicles that meet the specific needs of law enforcement operations. This approach not only simplifies the purchasing process but also provides cost savings and efficiency, reinforcing the city's commitment to fiscal responsibility and operational effectiveness.

The City will also have Cop Shop Installations of Yuba City, CA perform the installation of all of the equipment that will be going into each vehicle. The City has worked with Cop Shop Installations and have been satisfied with the work performed in previous years. Historically, Cop Shop Installations have been the lowest bidder and at times have been the only bidder. The Cop Shop has specialized experience and expertise in the installation of police equipment, including advanced lighting systems, communication devices, and other critical components. Their deep understanding of law enforcement needs ensures that installations are both functional and reliable, which reduces operational risks and enhances officer safety. The Cop Shop ensures that all installations comply with federal, state, and local regulations specific to law enforcement equipment, reducing the risk of legal issues or non-compliance. It is in the best interest of the City to sole source the equipment installation to Cop Shop Installations.

It is in the best interest of the City to sole source the Motorola APX8500 radio purchase to Sutter Buttes Communications as they are the only authorized Motorola distributor in the area. This exclusivity

means that they are able to provide genuine Motorola APX8500 radios, ensuring the equipment is authentic, fully supported by the manufacture, and covered by the appropriate warranties. Besides just supplying the radios, Sutter Buttes Communication offers integrated services, including programming and ongoing technical support. This comprehensive package ensures that the radios are fully functional and optimized for the department's specific communication needs.

This vehicle replacement directly supports the City's Strategic Focus Area of Safer Communities by ensuring police officers have reliable, modern equipment to effectively protect the public and respond to emergencies. Replacing an aging K-9 patrol vehicle and equipping it with updated communications technology enhances officer safety, improves response capabilities, and strengthens interoperability with local, regional, and state public safety agencies during routine operations and large-scale emergencies. The integration of the Motorola APX8500 radio provides seamless communication across multiple frequency bands, enabling faster coordination during critical incidents, natural disasters, and mutual aid responses. Investing in dependable police vehicles and advanced communication systems ensures officers can respond safely and efficiently, ultimately improving public safety, strengthening emergency preparedness, and supporting the City's commitment to providing a safe and secure community for residents, businesses, and visitors.

Fiscal Impact:

\$61,211.41 for the vehicle plus an additional \$42,147.08 for the equipment and installation for a total of \$103,358.49. Funding is available in the Vehicle Replacement Fund Account 6610-69401

Alternatives:

1. Do not purchase replacement Chevrolet Tahoe Pursuit Vehicles and direct staff to wait until the next window for purchase opens in 2026 for 2027 models.
2. Direct staff to evaluate other vendors for the purchase and installation of equipment
3. Do not purchase APX8500 radios

Recommendation:

Adopt a Resolution to:

- A. Awards the purchase of one (1) Chevrolet Tahoe Pursuit Vehicle to Winner Chevrolet, Inc. of Sacramento, CA, in the amount of \$61,211.41;
- B. Authorizes the purchase and installation of equipment to Cop Shop Installations of Yuba City, CA in the estimated amount of \$29,983.40 with the finding that it is in the best interest of the City;
- C. Authorizes the purchase of one (1) APX 8500 all-band radios to Motorola of Yuba City, CA in the estimated amount of \$11,976.79, and programming to Sutter Buttes Communication in the estimated amount of \$186.89, with the finding that it is in the best interest of the City.

Attachments:

1. RESOLUTION
2. Chevrolet Tahoe Quote
3. Cop Shop Quote
4. Motorola Quote
5. Sutter Buttes Quote

Prepared By:

Michael Gwinnup
Police Sergeant

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF ONE (1) CHEVROLET TAHOE POLICE
VEHICLES TO WINNER CHEVROLET INC, AUTHORIZING THE SOLE
SOURCE PURCHASE AND INSTALLATION OF VEHICLE EQUIPMENT TO
COP SHOP INSTALLATIONS, AUTHORZE THE SOLE SOURCE PURCHASE
OF APX8500 RADIO TO MOTOROLA, AND AUTHORIZE PROGRAMMING OF
THE RADIO TO SUTTER BUTTES COMMUNICATION, WITH THE FINDINGS
THAT IT IS IN THE BEST INTEREST OF THE CITY**

WHEREAS, the City intends to utilize the state's vehicle procurement contract with Winner Chevrolet, Inc to provide one (1) Chevrolet Tahoe Police vehicle; and

WHEREAS, the City intends to sole source the purchase of one (1) APX8500 radio to Sutter Buttes Communications of Yuba City, CA due to a special situation; and

WHEREAS, the City intends to sole source the purchase and installation of the required vehicle equipment to Cop Shop Installations of Yuba City, CA due to a special situation; and

WHEREAS, Cop Shop Installations has historically provided the most satisfactory work at the most reasonable hourly work rate, thus leading to the most favorable pricing in the area; and,

WHEREAS, the City recommends sole sourcing the purchase and installation of vehicle equipment to Cop Shop Installations and Sutter Buttes Communication of Yuba City, CA; and

WHEREAS, the City has met the special situation requirement to sole source the equipment purchase and installation pursuant to the City Purchasing Policies section 9-3; and,

WHEREAS, the City desires to authorize the sole source purchase of the equipment and installation for the Chevrolet Tahoe Police vehicles from Cop Shop Installations and Sutter Buttes Communication with the finding that it is in the best interest of the City.

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

1. The City Council of Yuba City finds that Winner Chevrolet Inc. provided a quote at a fair and reasonable cost as set forth by the state vehicle procurement process. The City Council hereby authorizes the City Manager to purchase the one (1) Chevrolet Tahoe Police vehicles from Winner Chevrolet Inc. in the amount not to exceed \$61,211.41, without additional written consent from the City, subject to approval as to legal form by the City Attorney.
2. The City Council of Yuba City finds that a sole source award is appropriate on grounds that Motorola has previously provided the city with satisfactory equipment. Sutter Buttes Communication is the only business that is a certified dealer of the Motorola APX8500 radio that has the capabilities of programming the radios to fit the needs of the police department. As such, the City Council approves the purchase of radios for the vehicles to Sutter Buttes Communications of Yuba City in the amount of \$12,163.65 and

authorizes the City Manager to enter into an agreement for the same, subject to approval as to legal form by the City Attorney.

3. The City Council of Yuba City finds that a sole source award is appropriate on grounds that Cop Shop Installations has previously provided the City with satisfactory equipment and installation at a very reasonable price. Historically, Cop Shop Installations has provided the lowest hourly work rate, leading to an overall lower work cost, and has provided equipment with the design/specifications that are essential to department operations and for which departmental staff have training. The purchase and installation of Police vehicle equipment to Cop Shop Installations is in the best interest of the City as they have provided satisfactory work on Police vehicles in the past at a reasonable cost and the proposed negotiated prices are reasonable as well. As such, the City Council approves the purchase of equipment for the vehicles to Cop Shop Installations of Yuba City in the amount of \$29,983.40 and authorizes the City Manager to enter into an agreement for the same, subject to approval as to legal form by the City Attorney.
4. The City Council authorizes the capital acquisition of one (1) Chevrolet Tahoe PPV to enhance the operational capabilities of the police department. These vehicles are deemed necessary to support the essential functions of the police department, ensuring safety, reliability, and efficiency in the performance of its duties. The capital acquisition shall be funded through the vehicle replacement fund (6610-69401), with all procurement process adhering to the applicable policies and procedures of the City.
5. 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 1st day of September 2026.

AYES:

NOES:

ABSENT:

Marc Boomgarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachment 2

Winner Chevrolet

7220 Fawn Way,
Sacramento, CA 95823
(916)509-8598 - Desk
(916)792-3672 - Cell

TO: Michael Gwinnup
Yuba City PD
1201 Civic Center Drive
Yuba City, CA 95993

(530)-822-2057

DATE September 9, 2025
Quotation # 4499
FAN # 817394

Prepared by: Andrew Villareal

Comments or special instructions: Vehicle build and options are in additional pages.
State Contract # 1-22-23-23D

Description	AMOUNT
Line #3 2026 Chevy Tahoe 4X4	\$ 57,300.00
Options (Refer to Window Sticker)	\$ 2,724.00
PPV 2WD Credit	\$ (5,800.00)
Paint 4 Doors White (Black roof)	\$ 2,500.00
**** Please review, sign, and return a copy of the quote and **** **** specs with the PO or the vehicle will not be ordered. **** ****Shipping charge added for deliveries beyond Sacramento. No charge for will call.****	
Subtotal	\$ 56,724.00
DOC Fee	\$ 85.00
(Order Acknowledgment Signature) (Date) Taxable Subtotal:	\$ 56,809.00
Tax Rate(Subject to change): 7.250%	\$ 4,118.65
CA Tire Fee: \$1.75 / Per Tire	Tire Fee: \$8.75
	Fuel
	Delivery Charge: \$275.00
Total:	\$ 61,211.40
QTY 1	Grand Total \$ 61,211.40

If you have any questions concerning this quotation, contact Andrew Villareal at (916)509-8598 or email at Avillareal@knightelkgrove.com or Avillareal@lasherauto.com

THANK YOU FOR YOUR BUSINESS!



Winner Chevrolet / Elk Grove Auto Group
Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police

Prepared By
Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
916-509-8598-Desk
916-792-3672-Cell
avillareal@lasherauto.com

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Table of Contents

- Vehicle Image
- Dealership Information
- Window Sticker
- Standard Equipment
- Weight Rating
- Technical Specifications



Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

Dealership Information

PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.**TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. *****IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. ***

Thanks!

Prepared By:

Andrew Villareal
Winner Chevrolet / Elk Grove Auto Group
(916)509-8598
avillareal@lasherauto.com



[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police

Interior:Jet Black, Cloth seat trim

Exterior 1:Black

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CC10706	[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police	
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
5Y1	Front center seat (20% seat) delete	\$0.00
6C7	Lighting, red and white front auxillary dome	\$170.00
6E2	Fleet Calibration	\$50.00
6J3	Wiring, grille lamps and siren speakers	\$92.00
6J4	Wiring, horn and siren circuit	\$75.00
6N5	Switches, rear window Inoperative	\$75.00
6N6	Door locks and handles, inside rear doors inoperative	\$62.00
7X2	Spotlamps, left- and right-hand	\$1,340.00
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete	\$50.00
AU7	Key common, fleet	Inc.
C6C	GVWR, 7400 lbs. (3357 kg)	\$0.00
GBA	Black	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$0.00
MHU	Transmission, 10-speed automatic	\$0.00
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	\$0.00

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✔ Complete)

T53	Lamps, alternate flashing Red & Blue rear compartment lid warning	\$565.00
UN9	Radio Suppression Package, with ground straps	\$95.00
URW	Audio system, 17.7" diagonal advanced color LCD display	\$0.00
UTQ	Theft-deterrent system	\$50.00
VK3	License plate front mounting package	\$0.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	\$0.00
WX7	Wiring, auxillary speaker.	\$100.00
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	\$0.00
YF5	Emissions, California state requirements	\$0.00
Z56	Suspension Package, heavy-duty, police-rated.	\$0.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✔ Complete)

Standard Equipment

Package	Identifier for Police Package Vehicle includes, (K47) heavy-duty air filter, (KX4) 250 amp high output alternator, (K6K) 760 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, (XCS) 275/55R20SL all-season tires, (RAV) 275/55R20 all-season spare tire, Police brakes, (RC1) front skid plate, (PXT) 20" steel wheels, Certified speedometer, SEO (5J3) Surveillance Mode interior lighting calibration, SEO (UT7) blunt cut cargo area and blunt cut console area ground wires, (V53) delete luggage rack side rails and (ATD) third row seat delete)
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Remote Keyless Entry Package includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense

Mechanical	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul
	Rear axle, 3.23 ratio
	Suspension Package, heavy-duty, police-rated. Full independent suspension with monotube dampers, linear coil springs, 35mm solid front stabilizer bar and 32mm hollow rear stabilizer bar
	GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)
	Keyless start, push button
	Automatic Stop/Start
	Engine control, stop/start system disable button, non-latching
	Engine air filtration monitor
	Fuel, gasoline, E15
	Differential, mechanical limited-slip
	Rear wheel drive
	Air filter, heavy-duty
	Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
	Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
	Cooling system, extra capacity
	Battery, 850 cold-cranking amps with 95 amp hour rating
	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating (packaged behind left rear cargo area panel)
	Alternator, 250 amps

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Winner Chevrolet / Elk Grove Auto Group

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)

Mechanical

Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Recovery hooks, 2 front, frame-mounted, Black (Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)

Skid plate, front

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brake system, heavy duty with front Brembo calipers and 16" front rotors

Capless Fuel Fill

Exhaust, single system, single-outlet

Mechanical Jack with tools

Ground wires, blunt cut cargo area and blunt cut console area

Wiring provision, for outside mirrors and cargo side mirrors

Flasher system, headlamp and taillamp, DRL compatible with control wire

Calibration, taillamp flasher, Red/White

Calibration, taillamp flasher, Red/Red

Exterior

Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel (STD)

Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit (STD)

Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P265/70R17 all-season, blackwall

Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Fascia, front high-approach angle

Luggage rack side rails, delete

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Winner Chevrolet / Elk Grove Auto Group

Andrew Villareal | (916)509-8598 | avillareal@lasherauto.com

[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)

Exterior

Assist steps, Black with chrome accent strip

Headlamps, LED

Tail lamps, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Exterior ornamentation delete (front & rear Chevrolet bowties will remain)

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD)

Audio system feature, 6-speaker system

Bluetooth for phone personal cell phone connectivity to vehicle audio system

5G Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

Wi-Fi Hotspot capable (Requires (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)

SiriusXM, delete

Wireless Apple CarPlay/Wireless Android Auto

Interior

Seats, front 40/20/40 split-bench (STD)

Seat adjuster, driver 8-way power

Seat adjuster, front passenger 6-way power

Seat adjuster, front passenger 8-way power

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)

Interior

Seat adjuster, driver 2-way power lumbar

Seat adjuster, front passenger 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seat delete, third row passenger (Deletes rear storage compartment.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column lock, electrical

Steering column, manual tilt and telescopic

Steering wheel, vinyl

Steering wheel controls, mounted audio, Driver Information Center, Adaptive Cruise Control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Speedometer calibration

Driver Information Center, 11" diagonal multi-color digital display

Instrumentation, analog with certified 140 mph speedometer, odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer

Door locks, power programmable with lockout protection and delayed locking

Keyless Open includes extended range Remote Keyless Entry

Key, unique (Deleted when (AU7) fleet common key is ordered.)

Remote start

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Cruise control, electronic with set and resume speed

Universal Vehicle Module

Theft-deterrent system, electrical, unauthorized entry

Theft-deterrent system, vehicle, PASS-Key III

Display, automatic occupant sensing

Wireless Phone Charging, for portable devices

USB ports, 2 type-A and C, charge and data, located on front console

USB ports, 2 type-C, charge-only, located in third row

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)

Interior	Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants
	Air conditioning, rear
	Defogger, rear-window electric
	Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area
	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness
	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness
	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring
	Mirror, inside rearview manual day/night
	Visors, driver and front passenger illuminated vanity mirrors, sliding
	Assist handles, overhead, driver and front passenger, located in headliner
	Assist handles, front passenger A-pillar and second row outboard B-pillar
	Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
	Cargo management system
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
	Calibration, Surveillance Mode Interior lighting
	Lock control, driver side auto door lock disable

Safety-Mechanical

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Interior

- Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions
- Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Seat belts, 3-point, all seating positions
- Hill Start Assist
- Active Hill Hold Assist
- OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)

Safety-Interior

- HD Surround Vision
- Rear Camera Washer
- Rear Pedestrian Alert
- Rear Parking Assist
- Safety Alert Seat
- Rear Seat Reminder
- Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu (Defaulted off. Feature can be turned on in the infotainment menu.)
- Door locks, rear child security, manual
- LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions
- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)
- Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on
- OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (Requires UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

- Protected idle allows vehicle engine to remain idling and vehicle immobilized while FOB is outside vehicle

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)

WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✔ Complete)

Weight Ratings

WEIGHT RATINGS	
Front Gross Axle Weight Rating:	3700 lbs
Rear Gross Axle Weight Rating:	4300 lbs
Gross Vehicle Weight Rating:	7400.00 lbs

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	MHS
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	N/A
Second Gear Ratio (:1)	N/A	Third Gear Ratio (:1)	N/A
Fourth Gear Ratio (:1)	N/A	Fifth Gear Ratio (:1)	N/A
Sixth Gear Ratio (:1)	N/A	Reverse Ratio (:1)	N/A
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	N/A
Eighth Gear Ratio (:1)	N/A	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	L84	Engine Type	Gas V8
Displacement	5.3L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	355 @ 5600	SAE Net Torque @ RPM	383 @ 4100
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	850	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	250

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)

Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year N/A

EPA Greenhouse Gas Score N/A

Vehicle

Rear Door Type Liftgate

Chassis

Weight Information

Standard Weight - Front 0.00 lbs

Base Curb Weight N/A

Gross Axle Wt Rating - Rear 4300 lbs

Curb Weight - Rear 2668 lbs

Option Weight - Rear 0.00 lbs

Reserve Axle Capacity - Rear 1632.00 lbs

As Spec'd Payload 2017.00 lbs

Gross Combined Wt Rating 14000 lbs

Curb Weight 5383.00 lbs

Total Option Weight 0.00 lbs

Payload Weight Rear 0 lbs

Standard Weight - Rear 0.00 lbs

Gross Axle Wt Rating - Front 3700 lbs

Curb Weight - Front 2715 lbs

Option Weight - Front 0.00 lbs

Reserve Axle Capacity - Front 985.00 lbs

As Spec'd Curb Weight 5383.00 lbs

Maximum Payload Capacity 2017.00 lbs

Gross Axle Weight Rating 8000.00 lbs

Reserve Axle Capacity 2617.00 lbs

Payload Weight Front 0 lbs

Gross Vehicle Weight Rating 7400.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt. 5000 lbs

Wt Distributing Hitch - Max Trailer Wt. 7900 lbs

Fifth Wheel Hitch - Max Trailer Wt. N/A

Maximum Trailing Capacity 8400 lbs

Dead Weight Hitch - Max Tongue Wt. 500 lbs

Wt Distributing Hitch - Max Tongue Wt. 790 lbs

Fifth Wheel Hitch - Max Tongue Wt. N/A

Frame

Frame Type N/A

Sect Modulus Rails Only N/A

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)

Chassis

Frame

Frame RBM	N/A
Frame Thickness	N/A

Frame Strength N/A

Suspension

Suspension Type - Front	Independent
Spring Capacity - Front	N/A
Axle Type - Front	N/A
Axle Capacity - Front	N/A
Axle Ratio (:1) - Front	N/A
Shock Absorber Diameter - Front	N/A
Stabilizer Bar Diameter - Front	N/A

Suspension Type - Rear	Multi-Link
Spring Capacity - Rear	N/A
Axle Type - Rear	N/A
Axle Capacity - Rear	N/A
Axle Ratio (:1) - Rear	3.23
Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	XCS
Spare Tire Order Code	RAV
Rear Tire Size	275/55R20SL
Front Tire Capacity	N/A
Spare Tire Capacity	N/A
Revolutions/Mile @ 45 mph - Rear	N/A

Rear Tire Order Code	XCS
Front Tire Size	275/55R20SL
Spare Tire Size	P275/55R20
Rear Tire Capacity	N/A
Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	20 x 9 in
Spare Wheel Size	17 x -TBD- in
Rear Wheel Material	Aluminum

Rear Wheel Size	20 x 9 in
Front Wheel Material	Aluminum
Spare Wheel Material	Steel

Steering

Steering Type	Pwr
Steering Ratio (:1), On Center	N/A
Turning Diameter - Curb to Curb	39.5 ft

Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), At Lock	N/A
Turning Diameter - Wall to Wall	N/A

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Chassis

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	24 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	42.3 in
Front Leg Room	44.5 in	Front Shoulder Room	65.6 in
Front Hip Room	61.5 in	Second Head Room	38.9 in
Second Leg Room	42.0 in	Second Shoulder Room	64.6 in
Second Hip Room	61.3 in	Third Head Room	38.2 in
Third Leg Room	34.9 in	Third Shoulder Room	62.7 in
Third Hip Room	49.4 in		

Exterior Dimensions

Wheelbase	120.9 in	Length, Overall w/rear bumper	N/A
Length, Overall	211.3 in	Width, Max w/o mirrors	81 in
Height, Overall	N/A	Overhang, Front	N/A
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	N/A	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	N/A
Ground Clearance, Rear	N/A	Body Length	0.00 ft
Rear Door Opening Height	N/A	Rear Door Opening Width	N/A

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[Fleet] 2026 Chevrolet Tahoe (CC10706) 2WD 4dr Police (✓ Complete)

Dimensions

Exterior Dimensions

Side Door Opening Height	N/A	Side Door Opening Width	N/A
Step Up Height - Front	N/A	Step Up Height - Side	N/A
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	N/A
Cargo Area Length @ Floor to Seat 2	N/A	Cargo Area Length @ Floor to Seat 3	N/A
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	N/A
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	49.5 in
Cargo Box (Area) Height	N/A	Tailgate Width	N/A
Cargo Volume	N/A	Cargo Volume to Seat 1	122.7 ft³
Cargo Volume to Seat 2	72.5 ft³	Cargo Volume to Seat 3	25.5 ft³
Cargo Volume to Seat 4	N/A	Ext'd Cab Cargo Volume	N/A

Exterior

Doors

Side Door Type	N/A
----------------	-----

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Attachment 3



COP SHOP

INSTALLATIONS

Emergency Equipment Installations, Sales, & Service

QUOTE FOR: YUBA CITY PD

BILL TO: _____

TAX? _____

Tel: _____

2026 TAHOE PATROL

Fax: _____

PAGE 1

Attn: SGT MIKE GWINNUP

ITEM	QTY	MODEL #	DESCRIPTION	UNIT	EXTENDED
				\$ -	\$ -
1	1	CC-25TH-0912-OS	22in WIDE BODY CONSOLE	\$ 635.14	\$ 635.14
2	1	AC-INBHG	INTERNAL BEVERAGE HOLDER	\$ 43.20	\$ 43.20
3	1	KIT-TP-SM12-21TH	FRONT PARTITION	\$ 995.00	\$ 995.00
4	1	DP-21TH-SET	DRIVER&PASSENGER REAR DOOR PANEL	\$ 251.10	\$ 251.10
5	1	PS-21TH-OS-R	REAR PARTITION&SEAT W/OS BELTS	\$ 1,572.08	\$ 1,572.08
6	1	TM-5502-SMP	TABLET MOUNT	\$ 525.00	\$ 525.00
7	1	36-4045	PUSH BUMPER	\$ 645.00	\$ 645.00
8	1	36-6015F2MP	2 LED LIGHT CHANNEL	\$ 45.00	\$ 45.00
9	2	MAG MIC	MAGNETIC MIC KIT	\$ 35.00	\$ 70.00
10	1	42-3TRBA-CM	REAR CITADEL ARROW STICK LIGHTING	\$ 1,521.00	\$ 1,521.00
11	1	VALR51	51in VALOR W/EMITTER AND FULL FLOOD	\$ 4,795.00	\$ 4,795.00
12	1	PF200S17B	LIGHT AND SIREN CONTROLLER	\$ 1,255.00	\$ 1,255.00
13	2	MPSW9-RBW	SIDE MIRROR LEDS	\$ 195.38	\$ 390.76
14	2	MPSMW9-TAH21MIR	SIDE MIRROR LED BRACKET	\$ 42.88	\$ 85.76
15	2	MPS63U-RBW	LICENSE PLATE LEDS	\$ 151.00	\$ 302.00
16	1	IPX-LPV2	LICENSE PLATE LED BRACKET	\$ 61.25	\$ 61.25
			SEE PAGE 2	\$ -	\$ -
			TERMS: PARTS: WHEN EQUIPMENT IS RECEIVED	TOTAL	\$ 13,192.29
			LABOR: 30 DAYS FROM COMPLETION OF WORK	TAX 7.25%	\$ 956.44
				Labor*	\$ -
				Freight	\$ -
				TRAVEL	\$ -
				TOTAL	\$ 14,148.73

Notes: _____

Proposal good for 60 days.

*** THIS IS A QUOTE ONLY..PLEASE CALL TO
START ORDER***

DATE: _____

DELIVERY: _____

Thank - You,
Cop Shop Installations Inc

Signed By: _____

Ned Whisler
President/CEO

PO # _____

1257 Hassett Avenue, Ste D Yuba City, CA 95991 Ph: (530) 673-6454 Fx: (530) 673-6456 Nwhisler@copshopinstalls.com



COP SHOP

INSTALLATIONS

Emergency Equipment Installations, Sales, & Service

QUOTE FOR: YUBA CITY PD

BILL TO: _____

TAX? _____

Tel: _____

Fax: _____

Attn: SGT MIKE GWINNUP

2026 TAHOE PATROL

PAGE 2

ITM	QTY	MODEL #	DESCRIPTION	UNIT	EXTENDED
				\$ -	\$ -
17	6	MPS63U-RBW	RUNNING BOARD LEDS	\$ 151.00	\$ 906.00
18	2	XSM2-RB	REAR SIDE WINDOW LED RED/BLUE	\$ 336.26	\$ 672.52
19	1	49165	450-470 ANTENNA	\$ 15.00	\$ 15.00
20	1	STC-254	HEAVY GAUGE JUMP KIT	\$ 125.00	\$ 125.00
21	1	MISC	C.S.I. WIRE AND HARDWARE KIT	\$ 325.00	\$ 325.00
22	1	HKB-TAH21-HP	LIGHTBAR HOOK KIT	INCLUDED	\$ -
23	4	MPS62U-RB	MICROPULSE RED/BLUE FOR BUMPER	\$ 133.00	\$ 532.00
24	1	ES100C	SIREN SPEAKER	\$ 187.00	\$ 187.00
25	1	ESB-U	SIREN SPEAKER BRACKET	\$ 45.00	\$ 45.00
26	1	ANGARM00354	FRONT DRIVER DOOR BALLISTIC PANEL	\$ 989.00	\$ 989.00
27	1	ANGARM00355	FRONT PASSENGER DOOR BALLISTIC PANEL	\$ 989.00	\$ 989.00
28	1	WG-21TH-SET	DRIVER 7 PASS WINDOW GUARDS	\$ 285.00	\$ 285.00
29	1	EM-21TH-CRGDCK	CARGO DECK SYSTEM	\$ 2,362.50	\$ 2,362.50
30	1	AC-21TH-CRGDCK LIP	LIP FOR CARGO DECK 2 DRWR	\$ 145.00	\$ 145.00
31	1	CW0411RW	CARGO LIFTGATE LED	\$ 145.00	\$ 145.00
32	1	275-0051	DUAL WEAPONS RACK	\$ 365.00	\$ 365.00
SEE PAGE 3					
TERMS: PARTS: WHEN EQUIPMENT IS RECEIVED				TOTAL PG2*	\$ 8,088.02
LABOR: 30 DAYS FROM COMPLETION OF WORK				TOTAL PG1*	\$ 13,192.29
				TOTAL*	\$ 21,280.31
				TAX 7.25%	\$ 1,542.82
				Labor	\$ -
				Freight	\$ -
				TRAVEL	\$ -
				TOTAL	\$ 22,823.13

Notes: _____

***THIS IS A QUOTE ONLY..PLEASE CALL TO
START ORDER***

Proposal good for 60 days.

DATE: 8/8/2026

DELIVERY:

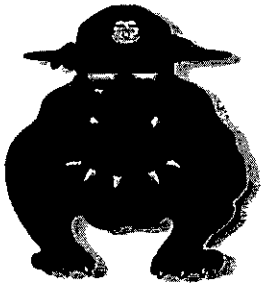
Thank - You,
Cop Shop Installations

Signed By: _____

Ned Whisler
President/CEO

PO # _____

1257 Hassett Avenue, Ste D Yuba City, CA 95991 Ph: (530) 673-6454 Fx: (530) 673-6456 Nwhisler@copshopinstalls.com



COP SHOP

INSTALLATIONS

Emergency Equipment Installations, Sales, & Service

QUOTE FOR: YUBA CITY PD**BILL TO:****Tax**

Tel:

2026 TAHOE PATROL

Fax:

PAGE 3

Attn: **SGT MIKE GWINNUP**

ITM	QTY	MODEL #	DESCRIPTION	UNIT	EXTENDED
				\$ -	\$ -
33	1	PBWK-TAH21	BRACKET KIT	\$ 45.00	\$ 45.00
34	1	PBW-SYSTEM	PERIMETER BREACH WARNING SYSTEM	\$ 1,150.00	\$ 1,150.00
35	1	RBKIT2-COMPACT	RUMBLER SPEAKER KIT	\$ 400.00	\$ 400.00
36	1	200-1683-00	RADAR DASH MNT	\$ 204.75	\$ 204.75
37	1	AC-MCM1	MIC KIT ASSEMBLY PLATE	\$ 11.00	\$ 11.00
38	1	5601B	EQUIPMENT TIMER	\$ 74.87	\$ 74.87
39	1	CZMATSIB	INTERFACE FOR CITADEL	\$ 192.50	\$ 192.50
40	1	RBC-TAH21ND	2ND PEAKER BRACKET	\$ 48.00	\$ 48.00
41				\$ -	\$ -
42				\$ -	\$ -
43				\$ -	\$ -
44				\$ -	\$ -
45				\$ -	\$ -
46				\$ -	\$ -
47				\$ -	\$ -
48				\$ -	\$ -
				\$ -	\$ -
TERMS: PARTS: WHEN EQUIPMENT IS RECEIVED				PG3*	\$ 2,126.12
LABOR: 30 DAYS FROM COMPLETION OF WORK				PG2*	\$ 8,088.02
				PG1*	\$ 13,192.29
				TOTAL*	\$ 23,406.43
Notes:				TAX 7.25%	\$ 1,696.97
				Labor	\$ 3,895.00
				Freight	\$ 985.00
				TRAVEL	\$ -
THIS IS A QUOTE ONLY..PLEASE CALL TO START ORDER				TOTAL*	\$ 29,983.40

Thank - You,
Cop Shop Installations

Ned Whisler
 President/CEO

Signed By: _____

PO # _____

Proposal good for 60 days.

DATE:* 8/8/2026

DELIVERY:

Attachment 4



QUOTE-3717313
APX8500

Billing Address:
YUBA CITY POLICE DEPT
1201 CIVIC CENTER BLVD
YUBA CITY, CA 95993
US

Shipping Address:
YUBA CITY POLICE DEPT
1545 POOLE BLVD
YUBA CITY, CA 95991
US

Quote Date:07/09/2026
Expiration Date:09/07/2026
Quote Created By:
Andrew Welch
Sales
awelch@sutterbuttescomm.com
530-673-3475

End Customer:
YUBA CITY POLICE DEPT
Brent Slade
bslade@yubacity.net
530-822-4660

Delivery Address:
SUTTER BUTTES
COMMUNICATIONS INC
445 PALORA AVE
YUBA CITY, CA 95991
US

Contract: 17724 - HGAC (TX)-RA05-21

Freight Terms:FREIGHT PREPAID
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 8500						
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	1	\$6,558.00	\$4,787.34	\$4,787.34
1a	GA09008AA	ADD: GROUP SERVICES	1	\$177.00	\$129.21	\$129.21
1b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	1	\$0.00	\$0.00	\$0.00
1c	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	1	\$118.00	\$86.14	\$86.14
1d	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	1	\$118.00	\$86.14	\$86.14
1e	HA00694AA	ADD: 7Y ESSENTIAL SERVICE HTM	1	\$604.80	\$604.80	\$604.80
1f	GA00580AA	ADD: TDMA OPERATION	1	\$530.00	\$386.90	\$386.90
1g	GA00631AA	ADD: DVRS MSU ACTIVATION	1	\$294.00	\$214.62	\$214.62
1h	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	1	\$1,766.00	\$1,289.18	\$1,289.18



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	W599BF	ADD: 8 MODE DIRECT ENTRY APX	1	\$212.00	\$154.76	\$154.76
1j	GA01620AA	ADD: MULTI SYSTEM OTAR	1	\$177.00	\$129.21	\$129.21
1k	GA09000AA	ADD: DIGITAL TONE SIGNALING	1	\$177.00	\$129.21	\$129.21
1l	GA09001AA	ADD: WI-FI CAPABILITY	1	\$353.00	\$257.69	\$257.69
1m	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	1	\$871.00	\$635.83	\$635.83
1n	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$71.00	\$51.83	\$51.83
1o	G843AH	ADD: AES ENCRYPTION AND ADP	1	\$560.00	\$408.80	\$408.80
1p	G89AC	ADD: NO RF ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
1q	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1r	G67EH	ADD: REMOTE MOUNT E5 MP	1	\$350.00	\$255.50	\$255.50
1s	GA01779AA	ADD: RANGE EXTENSION Y CABLE	1	\$148.00	\$108.04	\$108.04
1t	QA03399AA	ADD: ENHANCED DATA APX	1	\$177.00	\$129.21	\$129.21
1u	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	1	\$607.00	\$443.11	\$443.11
1v	GA01670AA	ADD: APX E5 CONTROL HEAD	1	\$767.00	\$559.91	\$559.91
1w	W22BA	ADD: STD PALM MICROPHONE APX	1	\$85.00	\$62.05	\$62.05
1x	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
1y	GA01630AA	ADD: SMARTCONNECT	1	\$0.00	\$0.00	\$0.00
1z	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	1	\$353.00	\$257.69	\$257.69

Subtotal \$11,167.17

Estimated Tax \$809.62

Grand Total \$11,976.79(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



- This quote is for radio equipment only and does not include programming and installation
- Please make PO out to Motorola Solutions and follow attached PO instructions
- Send PO to sales@sutterbuttescomm.com and CC awelch@sutterbuttescomm.com



Line #	Item Number	Parametric Data
1g	GA00631AA	DVRMSU = Y



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

Attachment 5

Sutter Buttes Communications, Inc.

Quote

445 Palora Avenue
Yuba City, Ca. 95991

Shop: (530) 673-3475
Toll Free: (800) 300-0054

Customer: Yuba City PD
Address:

Attention: Brent
Re: Programming for Motorola Quote# 3717313
Fax:
Phone:
Email:

Quote # AW070926-3
Quote Date 7/9/2026

YOUR ORDER NO.
TERMS Net 30
SERVICE REP
SALES REP Andrew Welch
F.O.B.
Quote Valid For: 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Larsen All Band Antenna and QMA Connector	95.00	\$95.00
Notes: This proposal covers the programming of 1 radio for Motorola quote number 3717313.		Parts	95.00
		Labor	85.00
		Sales Tax (7.25%)	6.89
		Estimated S/H	0.00
			\$186.89
		AMOUNT	

DIRECT ALL INQUIRIES TO:

Name Andrew Welch
Phone 530-673-3475
e-mail: awelch@sutterbuttescomm.com

Please note that freight is estimated.
Final invoice will reflect actual shipping.

Payment for equipment is due upon delivery of equipment.
Labor will be invoiced after the project is completed.

THANK YOU FOR YOUR BUSINESS!

CITY OF YUBA CITY
STAFF REPORT

Date: September 1, 2026
To: Honorable Mayor & Members of the City Council;
From: Human Resources Department
Presentation By: Gina Rowland, Human Resources Director

Summary

Subject: Side Letter Agreements with Yuba City Firefighters' Association-Local 3793 and Yuba City Fire Management Unit

Recommendation: Adopt a Resolution approving side letter agreements with the Yuba City Firefighters' Association - Local 3793 and Yuba City Fire Management unit to provide a one-time lump sum payment of \$2,250 per employee in lieu of an ongoing salary increase

Fiscal Impact: The cost for Fiscal Year 2026/27 to provide a one-time lump sum payment in the amount of \$2,250 for each employee on payroll as of the date the side letters are approved by the City Council is \$115,250. This cost will be paid for by the Fire Department with salary savings from existing budgeted amounts by holding a command staff position vacant until December 31, 2026. No additional General Funds are requested

Purpose:

To approve side letter agreements with Yuba City Firefighters' Association and the Yuba City Fire Management unit.

Strategic Focus Area:

Approval of side letters with Fire bargaining units supports the Council's Strategic Plan goal of Fiscal Responsibility by entering into agreements that are acceptable to employees and that do not result in additional General Fund expenditures.

Background:

The current MOU's with the Yuba City Firefighters' Association-Local 3793 and Yuba City Fire Management unit included a wage reopener for May 2026 that required the parties to discuss the City's financial position on the issue of wage to determine if an agreement can be reached on wage increases only to be effective the first pay period in July 2026.

Analysis:

The City and the Firefighters' Association met for the wage reopener on June 25, 2026. The

Firefighters' Association and the City subsequently reached agreement to provide a one-time, non-pensionable lump sum payment in the amount of \$2,250 per employee.

Following the tentative agreement with the Firefighters' Association-Local 3793, the City reached out to offer the lump sum payment to the three members of the Fire Management unit. As all members of the Fire Management unit are CalPERS Classic Members, the lump sum payment will be reported as compensation to CalPERS for these employees over the next 22 pay periods. The employee representative for the Fire Management unit advised the City on July 27, 2026 that the employees had accepted the City's offer for the lump sum payment.

The current MOU's with both Fire units end on June 25, 2027. The City and the bargaining units will commence negotiations for successor MOU's in January 2027.

Human Resources recommends City Council approval of the attached Resolution approving the side letter agreements with Yuba City Firefighters' Association Local 3793 and Yuba City Fire Management.

Fiscal Impact:

The cost for Fiscal Year 2026/27 to provide a one-time lump sum payment in the amount of \$2,250 for each employee on payroll as of the date the side letters are approved by the City Council is \$115,250. This cost will be paid for by the Fire Department with salary savings from existing budgeted amounts by holding a command staff position vacant until December 31, 2026. No additional General Funds are requested.

Alternatives:

Do not approve staff's recommendation. This option is not recommended as the tentative agreement was negotiated by the City's Chief Negotiator within the authority provided by the City Council.

Recommendation:

Adopt a Resolution approving side letter agreements with the Yuba City Firefighters' Association-Local 3793 and Fire Management to provide a one-time lump sum payment of \$2,250 per employee in lieu of an ongoing salary increase.

Attachments:

1. Resolution - Fire Side Letter Agreements
2. Exhibit A - Local 3793 Side Letter
3. Exhibit B - Fire Mgt Side Letter

Prepared By:

Gina Rowland
Human Resources Director

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING SIDE LETTER AGREEMENTS WITH THE YUBA CITY FIREFIGHTERS'
ASSOCIATION-LOCAL 3793 AND THE YUBA CITY FIRE MANAGEMENT UNIT TO
PROVIDE A ONE-TIME, NON-PENSIONABLE LUMP SUM PAYMENT**

WHEREAS, the current Memoranda of Understanding between the City of Yuba City and the Yuba City Firefighters' Association-Local 3793 and the City of Yuba City and the Yuba City Fire Management Unit included a wage reopener for May 2026 that required the parties to discuss the City's financial position on the issue of wage to determine if an agreement can be reached on wage increases only to be effective the first pay period in July 2026; and

WHEREAS, City staff and the Firefighters' Association met and conferred during the period of June 25, 2026 through July 18, 2026 to reach agreement on the issue of wage only; and

WHEREAS, the City and the Firefighters' Association reached Tentative Agreement on July 18, 2026 to provide a one-time, non-pensionable lump sum payment in the amount of \$2,250 per employee; and

WHEREAS, the City subsequently reached out to the Yuba City Fire Management unit on July 20, 2026 to offer the lump sum payment agreed to by the Firefighters' Association; and

WHEREAS, the City was notified by the Yuba City Fire Management unit employee representative on July 27, 2026 that the employees had accepted the City's offer for the lump sum payment.

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

SECTION I.

Authorize the City Manager and the Human Resources Director to sign the attached side letter agreements between the City of Yuba City and the Yuba City Firefighters' Association-Local 3793 and the City of Yuba City and the Yuba City Fire Management Unit to provide a one-time lump sum payment in the amount of \$2,250 per employee on active payroll as of August 18, 2026.

SECTION II.

Authorize the Director of Human Resources to make any necessary clarifying language changes as long as the changes do not modify substantive terms of the side letter agreements.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 1st day of September 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

Approved as to Form:

Ian B. Sangster
Kronick, Special Counsel

Exhibits:

- A. Side Letter Agreement between City of Yuba City and Yuba City Firefighters' Association-Local 3793
- B. Side Letter Agreement between City of Yuba City and Yuba City Fire Management Unit

EXHIBIT A

Side Letter Agreement
to the Memorandum of Understanding
Between The
City of Yuba City and the Yuba City Firefighters' Local 3793
For the Period of July 1, 2023 to June 25, 2027

The City of Yuba City ("City") and the Yuba City Firefighters' Local 3793 (Local 3793) have met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act to amend their Memorandum of Understanding ("MOU"), with a current term of July 1, 2023 through June 25, 2027, as set forth below.

The purpose of this Side Letter is to modify Section 5.2, Salary Increase, as follows:

5.2 Salary Increase

Effective July 1, 2023, all classifications will receive a three and one quarter percent (3.25%) salary increase.

Effective in the first full pay period following City Council approval of this agreement, each member on active payroll shall receive a non-pensionable, One-time Off-Salary Schedule Payment (OSSP) of Two Thousand Two Hundred Fifty Dollars (\$2,250), which shall be paid in a separate check from the regularly reoccurring payroll check. This one-time payment is subject to applicable payroll taxes and withholdings. Alternatively, employees may elect to convert the OSSP to their deferred compensation account on a pre-tax basis.

All other provisions of the MOU between the City and Local 3793 shall remain unchanged.

Date: _____

Date: 07/24/2026

CITY OF YUBA CITY

LOCAL 3793

Gina Rowland, Human Resources Director

Charles Herold
Charles Herold (Jul 26, 2026 18:02:29 PDT)
Charles Herold, President

Sheleen Loza, Human Resources Manager

Dustin Nelson, Bargaining Team Member

Logan Nelson
Logan Nelson (Jul 24, 2026 14:09:50 PDT)
Logan Nelson, Bargaining Team Member

Kristina Wicker-Estes

Kristina Estes, Labor Relations Consultant
Mastagni Holstedt A.P.C.

EXHIBIT B

Side Letter Agreement
to the Memorandum of Understanding
Between The
City of Yuba City and Yuba City Fire Management
For the Period of July 1, 2023 to June 25, 2027

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

The purpose of this Side Letter is to modify Section 3.3, Salary Increase, as follows:

3.3 Salary Increase

Effective July 1, 2023, the classification of Battalion Chief will receive a three and one quarter percent (3.25%) salary increase.

In lieu of an ongoing general salary increase for Fiscal Year 2026/27, each member on active payroll shall receive a one-time Off-Salary Schedule Payment (OSSP) of Two Thousand Two Hundred Fifty Dollars (\$2,250) effective the first full pay period following City Council approval of this agreement. This amount shall be reported as compensation to CalPERS for Classic members over the next twenty-two (22) pay periods. This one-time payment shall be paid in a separate check from the regularly reoccurring payroll check and is subject to applicable payroll taxes and withholdings. Alternatively, employees may elect to convert the OSSP to their deferred compensation account on a pre-tax basis.

All other provisions of the MOU between the City and Yuba City Fire Management shall remain unchanged.

Date: _____

Date: 8/10/2026

CITY OF YUBA CITY

FIRE MANAGEMENT

Robert Bendorf, City Manager

Shane Lawson
Shane Lawson (Aug 10, 2026 20:47:52 PDT)
Shane Lawson, Fire Battalion Chief

Gina Rowland, Human Resources Director

CITY OF YUBA CITY
STAFF REPORT

Date: September 1, 2026
To: Honorable Mayor & Members of the City Council;
From: Public Works Department
Presentation By: Joshua Wolffe, Public Works Director

Summary

Subject: Rowe Avenue Water Storage Tank Rehabilitation Project (Plans & Specifications)

Recommendation: Adopt a Resolution adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications for the Rowe Avenue Water Storage Tank Rehabilitation Project (25-02), and authorizing advertisement for bids on the project

Fiscal Impact: Engineer's Estimate: \$2,400,000 – Account No. 971096-65501 (Water Storage Rehabilitation)

Purpose:

To improve water treatment operations, reliability, and system resilience through rehabilitation of the existing Rowe Avenue water storage tank and implementation of planned water system improvements that support continued service and long-term performance.

Council's Strategic Focus Area:

This project addresses the City Council's Strategic Focus Area of improving the City's Infrastructure, while maintaining fiscal responsibility.

Background:

The Rowe Avenue water storage tank is an existing 1-million-gallon welded steel potable water storage tank located at the City's Rowe Avenue booster pump station. The tank is part of the City's water distribution system and provides treated-water storage that helps balance short-term differences between water supply and system demand and supports reliable system operation.

The City's 2019 *Water Treatment Plant and Distribution System Master Plan* identifies the Rowe Avenue tank and booster pump station as part of the City's treated water storage system and recommends rehabilitation and reinvestment to address aging infrastructure and maintain long-term reliability.

A tank inspection performed by Powers Engineering and Inspection in June 2025 documented structural steel deficiencies requiring repair, along with failures in the interior and exterior coating systems. If the rehabilitation is deferred, these deficiencies would continue to deteriorate and could

increase the risk of component failure, unplanned loss of the tank from service, and more costly emergency repairs.

To address these needs, staff recommends completing improvements to the Rowe Avenue facility in two phases. Phase 1, which is the subject of this project, will rehabilitate the tank through structural steel repairs, regulated coating removal and containment, safety improvements, and replacement of the interior and exterior protective coating systems. Phase 2 will follow and address the remaining booster pump station improvements, including the pumps, pump house, mechanical and electrical equipment, instrumentation and controls, site improvements, and other associated facility work.

Analysis:

Based on the documented condition of the tank and the completed design, the proposed Phase 1 rehabilitation generally includes:

- Removal and replacement of the interior and exterior protective coating systems, including required containment and regulated-material handling.
- Structural steel repairs to the tank shell, floor, roof, and other identified areas.
- Repairs and modifications to tank appurtenances, including access components, railings, ladders, and fall-protection systems.
- Replacement of sealants and localized components at the tank foundation and shell interface.
- Required special inspection, welding inspection, nondestructive testing, coating quality-control testing, and other construction testing.
- Cleaning and disinfection of the tank prior to returning the tanks to potable water service.

The work is intended to restore and extend the service life of the tank, improve safe access for operations and maintenance personnel, and renew protective systems necessary for continued potable-water service.

Because the Rowe Avenue water storage tank is part of the City's active water supply and distribution system, construction must occur between October 1 and April 30, when the tank can be taken out of service with less impact on water system operations.

The plans and specifications for the Rowe Avenue Water Storage Tank Rehabilitation Project (25-02) were prepared by Jacobs Engineering Group Inc. and reviewed by Public Works staff. With Council approval of the plans and specifications and authorization to advertise for bids, staff anticipates the following schedule:

Advertise for bid:	September 2026
Open bids:	October 2026
Award contract:	October/November 2026
Start of construction:	Fall/Winter 2026
Complete construction:	By April 30, 2027

The plans and specifications for the project are on file in the Public Works Department at City Hall and at www.yubacity.net/publicworksplans for review.

Public Works will coordinate construction management and inspection, including special inspections required by the contract documents.

Fiscal Impact:

The total estimated project cost is approximately \$2,400,000, consisting of:

- Construction and construction contingency: approximately \$2,010,000
- Design, engineering services during construction, inspection, special inspection, and testing: approximately \$390,000

Funding for the project is anticipated to be provided through CIP Account No. 1096 (Water Storage Rehabilitation). Final project costs and funding requirements will be presented to City Council at the time of contract award based on actual bid amounts. There is no impact to the General Fund.

Environmental:

Staff has determined that this project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 as a repair, maintenance, and minor alteration of an existing public water facility involving negligible or no expansion of existing use. The project consists of rehabilitation of the existing Rowe Avenue water storage tank, including structural repairs, safety improvements, coating removal and replacement, and related work within the existing facility. Furthermore, none of the exceptions to categorical exemptions identified in CEQA Guidelines Section 15300.2 apply.

Alternatives:

1. Do not approve the plans and specifications and delay rehabilitation of the Rowe Avenue water storage tank. Delaying the project would postpone correction of documented coating and structural deficiencies, allow continued deterioration of the reservoir, and increase the risk of unplanned repairs, loss of service, or more significant structural damage.
2. Direct staff to modify the proposed plans and specifications.

Attachments:

1. Resolution - Rowe Avenue Water Storage Tank Rehabilitation Project Contract No. 25-02

Prepared By:

Nick Menezes
Deputy PW Director - Engineering

Submitted By:

Robert Bendorf
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY ADOPTING A CEQA CLASS 1 CATEGORICAL EXEMPTION, APPROVING THE PLANS AND SPECIFICATIONS FOR THE ROWE AVENUE WATER STORAGE TANK REHABILITATION PROJECT (25-02), AND AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT

WHEREAS, the City of Yuba City's 2019 Water Treatment Plant and Distribution System Master Plan identifies the Rowe Avenue water storage tank and booster pump station as part of the City's treated water storage system and recommends rehabilitation and reinvestment to address aging infrastructure and maintain long-term reliability; and

WHEREAS, staff recommends completing improvements to the Rowe Avenue facility in two phases, with Phase 1 consisting of rehabilitation of the existing 1-million-gallon welded steel water storage tank and Phase 2 addressing the remaining booster pump station and associated facility improvements; and

WHEREAS, a June 2025 tank inspection documented structural steel deficiencies requiring repair, along with failures in the interior and exterior coating systems; and

WHEREAS, Jacobs Engineering Group Inc. has prepared plans and specifications for the Rowe Avenue Water Storage Tank Rehabilitation Project (25-02); and

WHEREAS, the Project will rehabilitate the existing tank through structural steel repairs, safety and access improvements, regulated coating removal and containment, replacement of the interior and exterior protective coating systems, required inspection and testing, and related work to extend the useful life and reliability of the facility; and

WHEREAS, the Public Works Department desires to solicit bids for construction of the Rowe Avenue Water Storage Tank Rehabilitation Project (25-02) (Project).

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

1. The City has performed a preliminary environmental assessment of this project relative to California Environmental Quality Act (CEQA) requirements and the City Council finds and determines that the Project falls within the Class 1 Categorical Exemption set forth in CEQA Guidelines Section 15301 as a repair, maintenance, and minor alteration of an existing public water facility involving negligible or no expansion of existing use. The Project consists of rehabilitation of the existing Rowe Avenue water storage tank, including structural repairs, safety improvements, coating removal and replacement, and related work within the existing facility. Furthermore, none of the exceptions to categorical exemptions identified in CEQA Guidelines Section 15300.2 apply.
2. The plans and specifications for the Rowe Avenue Water Storage Tank Rehabilitation Project (25-02) are hereby approved.
3. The Public Works Department is hereby authorized and directed to advertise for bids for the Project.

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 1st day of September 2026.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: September 1, 2026
To: Honorable Mayor & Members of the City Council;
From: Utilities Department
Presentation By: Phil Marler, Utilities Director

Summary

Subject: Emergency Capital Acquisition of four (4) KwiKool Portable AC Units Model KIB2411-3

Recommendation: A. Receive and file report documenting the emergency capital acquisition of the four (4) new KwiKool Portable AC Units for the Utilities Department, specifically the Wastewater Treatment Facility, in accordance with Municipal Code Section 2-6.15
B. Authorize the Finance Director to make a capital acquisition budget allocation in the amount of \$10,167.30 from Account No. 7120-63451 (Water Treatment Plant Major Maintenance) and \$10,167.30 from Account No. 8120-63451 (Wastewater Treatment Plant Major Maintenance) to Account No. 8120-69201 for \$10,167.30 (Wastewater Treatment Plant Equipment) and Account No. 7120-69201 for \$10,167.30 (Water Treatment Plant Equipment).

Fiscal Impact: \$20,334.60 – Account No. 8120-69201 for \$10,167.30 (Wastewater Treatment Plant Equipment and Account No. 7120-69201 for \$10,167.30 (Water Treatment Plant Equipment)

Purpose:

To inform City Council of the prior emergency capital acquisition of the four (4) new KwiKool Portable AC Units for the Utilities Department to be currently used at the Wastewater Treatment Facility (WWTF) as authorized by the City Manager, in accordance with Municipal Code 2-6.15. – Emergency purchases.

Council's Strategic Focus Areas:

This item addresses the City Council's Strategic Focus Areas of *Infrastructure* and *Fiscal Responsibility* by maintaining safe working conditions following the failure of the WWTF Administrative Building HVAC system and providing the City with portable cooling equipment that can be utilized for future facility and emergency needs.

Background:

In June 2026, the HVAC system serving the Wastewater Treatment Facility (WWTF) Administrative

Building experienced a catastrophic failure. Following an inspection, the City's HVAC contractor, ACCO, determined that the existing system was beyond repair and required complete replacement. The City subsequently ordered a replacement HVAC system; however, due to an anticipated 12- to 14-week manufacturing lead time, installation of the permanent replacement was not expected until approximately October or early November 2026.

Due to the timing of the HVAC failure during the summer months and the extended lead time for the permanent replacement system, immediate temporary cooling was necessary to maintain a safe and suitable working environment for employees assigned to the WWTF Administrative Building. The City initially entered into a monthly rental agreement with ACCO for four portable air conditioning units to provide temporary cooling while awaiting installation of the permanent HVAC system.

Based on the anticipated replacement schedule, the total estimated rental cost for the temporary units was approximately \$38,132.50. Staff therefore evaluated whether purchasing portable air conditioning units would provide a more cost-effective solution than continuing the rental arrangement while also providing the City with equipment that could be retained for future operational needs.

Analysis:

Given the failure of the WWTF Administrative Building's HVAC system, the summer temperatures, and the extended lead time associated with obtaining the permanent replacement system, staff determined that immediate action was necessary to maintain appropriate working conditions for employees and support continued WWTF operations. The circumstances required procurement to proceed on an emergency basis in accordance with Municipal Code Section 2-6.15. The City Manager, acting as the Purchasing Officer, authorized the emergency procurement.

Although the circumstances required expedited action, staff solicited three competitive quotes from known vendors to determine the most cost-effective option. Elite Metals, Inc. of Zeeland, Michigan, submitted the lowest responsive quote at \$20,334.60 for four (4) KwiKool Portable AC Units, Model KIB2411-3. In addition to providing the lowest purchase price, the proposed KwiKool units provide nearly twice the cooling capacity of the portable units being rented, resulting in increased airflow and improved cooling performance throughout the WWTF Administrative Building.

Purchasing the four units also provides a significant financial advantage compared with continuing the temporary rental arrangement. The estimated rental cost through installation of the permanent HVAC system was approximately \$38,132.50, compared with a purchase cost of \$20,334.60. Purchasing the units therefore avoids approximately \$17,797.90 in anticipated rental costs while allowing the City to retain the equipment as a long-term asset.

Once the permanent HVAC system is installed, the portable units can be redeployed at other City facilities during future HVAC failures, emergency response situations, planned maintenance, special events, or other temporary cooling needs. The purchase therefore addresses the immediate operational need at the WWTF while providing continued value to the City beyond the current emergency.

In accordance with Municipal Code Section 2-6.15, the Purchasing Officer is required to submit a written report to the City Council describing the circumstances of the emergency and the supplies or services procured. This report fulfills that requirement and documents the emergency purchase previously authorized by the City Manager.

Fiscal Impact:

The total cost for this item is \$20,334.60, which includes tax and shipping. There was no sufficient funding allocated in the Wastewater Capital Improvement Program requiring approval from Finance

Director for a supplemental budget adjustment of \$10,167.30 from Account No. 7120-63451 (Water Treatment Plant Major Maintenance) and \$10,167.30 from Account No. 8120-63451 (Wastewater Treatment Plant Major Maintenance) to Account No. 8120-69201 for \$10,167.30 (Wastewater Treatment Plant Equipment) and Account No. 7120-69201 for \$10,167.30 (Water Treatment Plant Equipment).

Alternatives:

This item is informative only, as the purchase was completed as an emergency.

Recommendation:

Receive and file this report documenting the emergency capital acquisition of the four (4) new KwiKool Portable AC Units for the Utilities Department to be used currently at the Wastewater Treatment Facility, in accordance with Municipal Code Section 2-6.15.

Attachments:

1. Elite Metals INC. Quote No. 132088 – KwiKool Portable AC Units

Prepared By:
Mylaina McMurray
Administrative Analyst II

Submitted By:
Robert Bendorf
City Manager

ATTACHMENT 1

Elite Metal Tools

P.O. Box 403
Zeeland, MI 49464 US
+12812419504
insidesales@elitemetaltools.com
www.elitemetaltools.com



Quote

ADDRESS

City of Yuba City WWTF
302 Burns Dr.
Yuba City, CA 95991 US

SHIP TO

City of Yuba City WWTF
302 Burns Dr.
Yuba City, CA 95991 US

QUOTE # 132088**DATE 07/24/2026****EXPIRATION DATE 08/24/2026****SHIP VIA**

Best Way

P.O. NUMBER

210816

SALES REP

Wiz

ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
Kwikool - 19960 - KWIB2411- 3	Kwikool 2 Ton 23,500 BTU 115V Portable Water-Cooled Air Conditioner KWIB2411-3 Features 23,500 BTU/H – 2 Ton capacity water-cooled Compact yet Powerful Runs on 115V 20 amp circuit Wide Operating range of 60°F-110°F ETL and CETL listed to UL and CSA standards Includes counterflow coaxial condenser coil with automatic water regulating valve. Multi-function microprocessor control with a large, easy-to-read LCD display Easy-touch control pads make changing system settings a snap. Self Diagnostics that include audible alarm and LCD visual display readout for system fault conditions Input/Output Alarm Contacts for connection to building systems Internal high lift condensate pumps and a 5- gallon reservoir tank for total condensate flexibility. Condensate overflow protection Three fan speeds Auto speed- automatically sets fan speed based on heat load demand (not available on single speed models) Thermostatic Expansion Valve Heavy duty compressor with automatic restart and short cycle protection. Motors and compressors have overload protection. High-pressure safety with manual reset. Low-pressure safety with automatic reset. Automatic freeze protection using hot gas bypass and fan cycling. Low ambient controls Heavy-duty locking casters.	4	5,040.00	20,160.00T

ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
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Rifle tube coils for efficient heat transfer.
 Fully insulated, heavy duty galvanized steel cabinet with
 Kwikool's exclusive E-Z Clean™ scratch-resistant attractive
 two-tone HammerCoat™ epoxy protective finish for optimum
 durability, efficiency, low maintenance and quiet operation.
 Sight glass with moisture indicator.
 Filter dryer for Moisture protection
 Easy access Service Door
 Shraeder service ports.

Specifications

COOLING CAPACITY

BTU/hr @ 95F at 60% 23,500 (2-Ton)

COMPRESSOR DATA

Compressor Type: Hermetic Recip.

Operating Temperatures: 60-110 F 50%RH

Refrigerant: R 454 B

FAN DATA

Evaporator

Fan Type (Centrifugal): Direct Drive

Air Flow (CFM): 750/3 Speed

Supply Air Device: Adjustable Vent

Supply Air Chute Kit (optional): 2 - 6" Dia. x 18" Length

Condenser Water Flow Data

Flow Regulating Valve 1/2"NPT: Automatic

Inlet Water 85F-95F Exit (GPM): 6

Inlet Water 75F-95F Exit (GPM): 3

Inlet Water 65F-95F Exit (GPM): 2

Inlet Water 55F-95F Exit (GPM): 1.5

ELECTRICAL DATA

Power Supply (Volts): 115/Single Phase

Current Consumption (Amps): 14.1

Power Consumption (kW): 1.46

Maximum Circuit Breaker (Amps): 20

Minimum Circuit Ampacity (Amps): 17

Recommended Breaker Size: 20

Min./Max. Voltage: 105-125

Power Cord Gauge/Length: 12AWG/6'

Plug Configuration: NEMA 5-20

DIMENSIONAL DATA

Width x Depth x Height (Inches): 20" x 24" x 43"

Weight (Lbs.): 245

Shipping Weight (Lbs.): 295

SAFETY DEVICE DATA

Compressor Overload: Internal

Fan Motor Overload: Automatic Internal

Evaporator Freeze Protection: Hot Gas Bypass

High Pressure Switch: Manual

Low Pressure Switch: Automatic

Compressor Short Cycle: Yes

Automatic Restart: Yes

Thermostat Type: Microprocessor/Digital

Condensate Pump Overflow: Yes

Condensate Tank Overflow: Yes

ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
	Optional Accessories			
	KK-WLineSet-12 - 12 ft. high pressure water line set with 1/2" fittings			
	KK-WLineSet-25 - 25 ft. high pressure water line set with 1/2" fittings			
Freight	Free Freight To Commercial Location - Liftgate is not included.	1	0.00	0.00T
	Please note for LTL & Flatbed shipments it is the customer's responsibility to make arrangements and to be ready to unload freight upon shipments arrival.			
.Kwikool	***Special Elite discount with payment made by Check/ACH/Wire***	1	- 1,200.00	-1,200.00T
Sales Tax	Sales Tax calculated by AvaTax for 347521-V14 at Mon Aug 10 05:06:58 UTC 2026	1	1,374.60	1,374.60

We require payment at the time of order. If you need something different, please inquire with us and we can review with our credit department. All quotes are in U.S. Dollars. Also all Deposits are Non-Refundable and by accepting the goods and/or services listed above, you agree to the terms & conditions along with our company policies as expressed at: <https://www.elitemetaltools.com/terms-conditions>

SUBTOTAL	20,334.60
TAX (0)	0.00
TOTAL	\$20,334.60

Accepted By

Accepted Date