



AGENDA

MAY 17, 2022

REGULAR MEETING CITY COUNCIL CITY OF YUBA CITY

5:00 P.M. CLOSED SESSION:
SUTTER ROOM/VIRTUAL

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

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

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible



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

AGENDA
REGULAR MEETING
CITY COUNCIL - CITY OF YUBA CITY
MAY 17, 2022
5:00 P.M. CLOSED SESSION:
SUTTER ROOM/VIRTUAL

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

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

The Council Chambers will be open for public attendance and participation. The meeting will also be live streamed for public viewing, but not participation, at the following link: https://us06web.zoom.us/webinar/register/WN_VusVeTauSYGfWQoLWNpLHg. Emailed comments sent to cityclerk@yubacity.net at least 24 hours before the meeting will be distributed to the City Council prior to the meeting. Please identify the Agenda item(s) addressed by the comments.

Public Comment:

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

Closed Session

- A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.)
Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Brad McIntire, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCS
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services Employees

Regular Meeting

Call to Order

Roll Call

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

Invocation/Inspiration

Pledge of Allegiance to the Flag

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

Agenda Modifications/Approval of Agenda

Ceremonial Presentations

1. **Sutter Marine, Inc., Retirement Proclamation**
2. **National Public Works Week Proclamation**
3. **National Police Week Proclamation**
4. **Open Counter Presentation**
5. **Sam Brannan Park Presentation**

Public Communication

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

7. Minutes of April 19, 2022

Recommendation: Approve minutes of April 19, 2022

8. Salary Schedule Modifications in the Police Department

Recommendation: Adopt a corrected Resolution amending the salary schedule and removing assignment pay job class codes

9. Fire Management Memorandum of Understanding (MOU)

Recommendation: Adopt a Resolution approving the Memorandum of Understanding with the Fire Management group

10. Feather River West Levee Financing Authority Proposition 218 Property Owner Protest Ballots for City-Owned Property

Recommendation: Adopt a Resolution authorizing the City Manager to vote "yes" on the Proposition 218 Property Owner Protest Ballots for the

Feather River West Levee Financing Authority's (FRWLFA)
Operations and Maintenance Assessment for City-owned
property

- 11. East Sanborn Estates Subdivision (Acceptance of Public Improvements)**
Recommendation: Adopt a Resolution accepting certain street and related improvements pursuant to the East Sanborn Estates Subdivision Agreement with Interwest Homes Corp., and authorizing the Subdivider to file a Notice of Completion (Subdivision is located north of Jodi Drive, east of Sanborn Road, and south of La Rabyn Way)
- 12. Hooper Ranch Subdivision (Acceptance of Public Improvements)**
Recommendation: Adopt a Resolution accepting certain street and related improvements pursuant to the Hooper Ranch Estates Subdivision Agreement with Riverland Homes, Inc., and authorizing the Subdivider to file a Notice of Completion. (Subdivision is located north of Monroe Road, west of Hooper Road, and south of Jefferson Avenue)
- 13. Domain Estates Phase 3 (Annexation #2 of property in CFD 2021-1)**
Recommendation: Adopt a Resolution annexing a certain area, Domain Estates Phase 3, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the First Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter
- 14. Faith Court Subdivision (Annexation #1 of property in CFD 2021-1)**
Recommendation: Adopt a Resolution annexing a certain area, Faith Court Subdivision, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the First Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter
- 15. Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit H_4 (Faith Court Subdivision)**
Recommendation: Adopt a Resolution confirming and ordering annexation of the parcels associated with the Faith Court Subdivision, APNs 62-420-001 through 62-420-010 into the existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit H_4 and establishing a levy of assessments for the annexed territory
- 16. Title VI Implementation Plan Adoption**
Recommendation: Adopt a Resolution which adopts the Title VI Implementation Plan, designates the Public Works Director as the Title VI Coordinator, and authorizes the Public Works Director to execute all necessary documents associated with the Plan
- 17. SB 1383 Recycled-Content Paper Procurement Policy**
Recommendation: Establish an internal City policy for the procurement of recycled-content paper and paper products and necessary

recordkeeping in accordance with Senate Bill 1383

18. FB 22-07 Chevrolet Tahoe Police Pursuit Purchase

Recommendation: A. Adopt a Resolution awarding the purchase of one (1) additional 2WD Chevrolet Tahoe Police Pursuit vehicle to Wheeler Chevrolet of Yuba City, CA in the amount of \$42,613.07 (includes extended warranty), based on the Formal Bid (FB22-07) awarded pricing, and sole source the equipment purchase and installation to Cop Shop Installations of Yuba City, CA in the estimated amount of \$9,465.15

B. Authorize the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the purchase of one (1) Chevrolet Tahoe Police Pursuit Vehicle in the amount of \$52,078.22

19. General Municipal Election November 8, 2022

Recommendation: A. Adopt a Resolution calling and giving notice of the General Municipal Election to be held on Tuesday, November 8, 2022 for the election of three members of the City Council, and authorizing the Mayor to enter into an agreement for election services with Sutter County

B. Adopt Resolution calling a special municipal election for ballot measures changing the offices of City Clerk and City Treasurer to appointed positions at the Statewide General Election to be held on November 8, 2022, and requesting Sutter County consolidate the election with the Statewide General Election

20. Approve Tenant Commissioner Appointment to the Regional Housing Authority

Recommendation: Approve the re-appointment of Suzanne Gallaty as the Tenant Commissioner to the Regional Authority of Sutter and Nevada Counties Board of Commissioners

Business Items

21. Community Sponsorship Request

Recommendation: A. Adopt a Resolution to approve a monetary Sponsorship request from the Downtown Business Association of \$10,500.00 for the sponsorship of the 2022 Summer Stroll

B. Approve an In-Kind sponsorship request from the Downtown Business Association of \$1,900.00 for Public Works Services

C. Authorize the Finance Director to record a supplemental appropriation in the amount of \$6,000.00 from Account No. 4120-66020 - Tourism

22. Certifying Need for CalPERS 180-Day Wait Period Exception for Lynn Haile to be appointed as– Extra Help Accounting Manager

Recommendation: Adopt a Resolution

A. Certifying the need for exception of the CalPERS 180-day wait period for Lynn Haile to be appointed as Extra Help-Accounting Manager

B. Approving the employment agreement and appointing Lynn Haile as provided in the Resolution following approval by CalPERS

23. Two (2) Dump Truck Chassis and (1) Aerial Tree Truck Award

Recommendation: A. Adopt a Resolution awarding the purchase of two (2) 10-yard dump trucks to PB Loader, of Fresno, CA, in the amount of \$360,933.92 plus a 10% contingency of \$33,119.08, and one (1) aerial tree truck to Terex Utilities, Inc., of Watertown, SD, in the amount of \$250,504.90 plus a 10% contingency of \$23,357.10, all using Sourcewell contract pricing quotes and utilizing Section 9.8 of the Purchasing Policy finding it is in the best interest of the City

B. Appropriate \$517,463.80 for the above purchases in the Vehicle Replacement Fund

24. Development Impact Fees – Ad Hoc Committee

Recommendation: Re-establish and designate two (2) Councilmembers to steer the Development Impact Fee Ad Hoc Committee for a period not to exceed one (1) year, unless additional action is taken by the Council

25. Barry Elementary School Waterline Extension Project (Plans & Specifications)

Recommendation: A. Adopt a Resolution approving the plans and specifications for the Barry Elementary School Waterline Extension Project (15-06) and authorizing advertisement for bids on the project

B. Adopt a Resolution designating and authorizing the Public Works Director to sign and enter into the Initial Drinking Water State Revolving Fund Construction Loan Funding Agreement, and any amendments made thereto, with the State Water Resource Control Board for construction of the Barry Elementary School Waterline Extension Project, subject to approval as to legal form by the City Attorney

C. Adopt a Resolution authorizing the City Manager to execute an Out of Agency Water Service Agreement with Yuba City Unified School District in accordance with Sutter County Local Agency Formation Commission (LAFCO) requirements and the terms of the State Funding Agreement, subject to review and approval as to legal form by the City Attorney

26. Mayor/Vice Mayor Rotation Policy Update to address By-District Elections

Recommendation: Provide initial direction regarding updates to the Council's current process for selecting the Mayor and Vice Mayor positions given the City's change to election of Councilmembers by District

Future Agenda Items

27. Future Agenda Items

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

Reports and Communications

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

28. City Manager's Report

29. City Council Reports

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

Adjournment



Proclamation

of the City Council

Sutter Marine, Inc *50 Year Anniversary and Retirement*

WHEREAS, Brian and Charlene Tahara are retiring and closing the Sutter Marine, Inc., after 50 years of service to the Yuba-Sutter Community; and

WHEREAS, the business began 50 years ago and Brian and Charlene have been running the business since 1984, marking 38 years of service at its location 380 Garden Highway; and

WHEREAS, Brian enjoyed learning about his customers' habits and interest over the years, and looked forward every year for the upcoming hunting and fishing seasons; and

WHEREAS, Brian and Charlene Tahara are especially fond of the employees they've hired throughout the years. All of them are like their kids, they are family; and

WHEREAS, Sutter Marine, Inc., not only serviced the Yuba Sutter area but they serviced people from all over Northern California. Customers from all over the State relied on Sutter Marine, Inc., for their boating and fishing needs; and

WHEREAS, Brian and Charlene faced many challenges in the marine business, especially during the droughts and during the COVID-19 pandemic. Sutter Marine Inc., stood the test of time delivering quality equipment, service and parts to the Northern California customer base. Relationships with their customers was always a top priority; and

WHEREAS, Sutter Marine, Inc., through Brian and his wife Charlene, contributed and donated to almost every non-profit and service organization throughout the Yuba Sutter community over the last 43 years.

NOW, THEREFORE, BE IT RESOLVED that I, Dave Shaw, Mayor of the City of Yuba City, and on behalf of the entire City Council of the City of Yuba City, do hereby honor Brian and Charlene Tahara and commend them for their 38-year career and 50-year Anniversary for Sutter Marine, Inc., and wish them much success and happiness on their well-deserved retirement.

Done on this 17th day of May 2022 at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

National Public Works Week *May 15-21, 2022*

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

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

WHEREAS, the American Public Works Association established an annual commemoration of a National Public Works Week in 1960 to recognize, educate, and celebrate the role of Public Works in the community; and

WHEREAS, the 2022 APWA theme of "Ready and Resilient" recognizes that within every public works professional lies a superhero, who is ready to serve their community at a moment's notice and overcome enumerable trials in the field; and

WHEREAS, each Public Works Department employee performs an essential role in the strength of the Department and the health and welfare of our City through their dedication to their industry and the lives that their work impacts.

NOW, THEREFORE, BE IT RESOLVED, that I, Dave Shaw, Mayor of the City of Yuba City and on behalf of the entire City Council of the City of Yuba City, do hereby proclaim the week of May 15-21, 2022 as **Public Works Week**, and ask that citizens and civic organizations alike acquaint themselves with the issues involved in providing public works services and recognize the contributions that the men and women of Public Works make in our daily lives.

Done this 17th day of May 2022, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Yuba City Police Department

National Police Week

May 15 - 21, 2022

WHEREAS, in 1962 President John F. Kennedy signed a proclamation designating May 15th as Peace Officers' Memorial Day, an annual observance to honor the nation's fallen law enforcement officers as "men and women of courage, judgement and dedication;" and

WHEREAS, the calendar week in which it falls has been designated as National Police Week, a time of reflection and appreciation for the ultimate sacrifices made by the exceptionally dedicated men and women of law enforcement who were killed or disabled in the line of duty; and

WHEREAS, it is important that all citizens understand the challenges, duties and responsibilities of their police department and that the members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deceptions and the weak against oppression or intimidation; and

WHEREAS, the City of Yuba City is grateful for the day-to-day heroism of our officers, both past and present, as well as their families, who have given so much of their lives in service to our community; and

NOW, THEREFORE BE IT RESOLVED, that I, Dave Shaw, Mayor of the City of Yuba City, on behalf of the entire Council and the citizens we serve, do hereby recognize and honor the men and women whose diligence and professionalism keep our city and citizens safe.

FURTHER, the City Council of the City of Yuba City wishes to honor all the police officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty. May we always remember their tremendous sacrifice and the loved ones they left behind.

Done on this 17th day of May, 2022 in the City of Yuba City, County of Sutter, State of California.



Clint Knittle, Director of Sales will be presenting a demonstration on Open Counter.

Here is the link to their website – [WEBSITE](#)

OpenCounter
131 Dartmouth Street, 3rd Floor
Boston, MA 02116

800-216-7360
<https://opencounter.com/>



Sam Brannan Park

Community Services Presentation
will be presented at the Council
Meeting

CITY OF YUBA CITY

Public Communication

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

Procedure

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

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

Request for additional time to address Council

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

Procedure

When requesting to comment, please indicate your name and the topic and mail to:

City of Yuba City
Attn: City Clerk
1201 Civic Center Blvd
Yuba City CA 95993

Or email to:
Jackie Sillman, City Clerk
cityclerk@yubacity.net

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Minutes of April 19, 2022
Recommendation: Approve minutes of April 19, 2022
Fiscal Impact: N/A

Attachments:

1. 04-19-2022 - Regular Meeting Minutes (DRAFT)

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

MINUTES (draft)
CITY COUNCIL - CITY OF YUBA CITY
REGULAR MEETING – APRIL 19, 2022
5:00 P.M. CLOSED SESSION:SUTTER ROOM/VIRTUAL
6:00 P.M. REGULAR MEETING COUNCIL CHAMBERS/VIRTUAL

Call to Order

The Closed Session Meeting of the City Council was called to order by Mayor Shaw at 5:00 PM

Roll Call

Present: Mayor Shaw, Vice-Mayor Kirchner, and Councilmembers Boomgaarden, Espindola, and Harris

Absent: None

Closed Session

A. Conference with Labor Negotiators (Pursuant to Government Code, Section 54957.6.)
Agency designated representatives: Diana Langley, City Manager, Natalie Springer, Human Resources Director, Brad McIntire, Community Services Director, Spencer Morrison, Finance Director, Ben Moody, Public Works and Development Services Director, Brian Baker, Police Chief, Jesse Alexander, Fire Chief, Michael Jarvis, LCS
Employee organizations: Yuba City Police Officers; Police Sergeants; Yuba City Firefighters Local 3793; Yuba City Fire Management; First Level Managers, Mid Managers, Police Sworn Mid Managers; and Public Employees Local No. 1
Unrepresented employees: Confidential Employees, Executive Services Employees

No public comment received

Regular Meeting

The Regular Meeting of the City Council was called to order by Mayor Shaw at 6:03 PM

Roll Call

Present: Mayor Shaw, Vice-Mayor Kirchner, and Councilmembers Boomgaarden, Espindola, and Harris

Absent: None

Invocation/Inspiration

George Barlow, Management Analyst

Pledge of Allegiance to the Flag

Ciara Wakefield, City Clerk Administrator

City Attorney's Report on Closed Session Items

No reportable action was taken

Agenda Modifications/Approval of Agenda

Item 16 (60-Day Trial Program to Provide an Overnight Vehicle Parking Area for Homeless Individuals and Families) was moved to the first item of business

Ceremonial Presentations

1. National Small Business Week Proclamation

Mayor Shaw presented a proclamation to Marni Sanders, Yuba-Sutter Chamber of Commerce CEO

Public Communication

2. Appearance of Interested Citizens

Sandra Dilday spoke
Michael Barrett spoke
Piara Johl spoke

Consent Calendar

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

3. Minutes of March 15 and 29, and April 5, 2022

Approve the minutes of March 15 and 29 and April 5, 2022

4. Film Yuba Sutter Commission Committee

Adopt **Resolution 22-042** appointing Councilman Harris to the Film Yuba Sutter Commission Committee

5. SACOG Fund Exchange Letter (Authorization to submit)

Adopt **Resolution 22-043** authorizing the Public Works Director to submit a letter to the Sacramento Area Council of Governments requesting that federal funds be de-programmed from the Butte House Road Complete Streets project and re-programmed to the Walton Avenue Complete Streets project

6. 2022 Residential Resurfacing Project (Plans & Specifications)

Adopt **Resolution 22-044** adopting a CEQA Class 1 Categorical Exemption, approving the plans and specifications, and authorizing advertisement for bids for the 2022 Residential Resurfacing Project

7. Salary Schedule Modifications in the Police Department

Adopt **Resolution 22-045** amending the salary schedule and removing assignment

pay job class codes

8. FB 22-07 Chevrolet Tahoe Police Pursuit Purchase

- A. Adopt **Resolution 22-046** awarding the purchase of five (5) Chevrolet Tahoe Pursuit Vehicles to Wheeler Chevrolet in the amount of \$201,995.35. Sole source equipment purchases and install to Cop Shop installations of Yuba City, CA in the estimated amount of \$124,063.45
- B. Authorize a supplemental budget appropriation in the amount of \$11,070 to purchase a 5 year/100K mile extended warranty for the five vehicles which was not offered by any other vendor

9. Second Groundwater Well (18-18) – Plans & Specifications

Adopt **Resolution 22-047** approving the plans and specifications for construction of the below-ground facilities of the Second Groundwater Well Project at the Water Treatment Plant and authorizing advertisement for bids on the project

The motion was passed with a unanimous vote

Business Items

16. 60-Day Trial Program to Provide an Overnight Vehicle Parking Area for Homeless Individuals and Families at County-Owned Property Located at 850 Gray Avenue in Yuba City

John Buckland spoke
Jeff Helm spoke
Katy Gutierrez spoke
Dr. Jason Funk spoke

The Deputy City Clerk read aloud emails from the following:

Michael Dihel
Jennifer Jensen
Jessica Jackson

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

Adopt **Resolution 22-053** approving the establishment of a 60-day trial program to provide an overnight vehicle parking area for homeless individuals and families at County-owned property located at 850 Gray Avenue in Yuba City

The motion was passed with a unanimous vote

10. Community Sponsorship Requests

Councilmember Boomgaarden recused himself

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

- A. Adopt **Resolution 22-048** to approve a monetary Sponsorship request from the Trauma Intervention Program of \$5,000.00 for the support of survivors of emergencies and tragedies

The motion was passed with 4 votes (Boomgaarden recused)

Councilmember Espindola recused herself

Margaret Fernandez spoke

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

- B. Adopt **Resolution 22-049** to approve a monetary Sponsorship request from the Alliance for Hispanic Advancement (AHA) of \$1148.00 to advance Hispanic heritage in our local communities through community action, educational enhancement, and economic development

The motion was passed with 4 votes (Espindola recused)

Councilmember Espindola exited the meeting at 8:24 PM

11. An Ordinance Adopting an Equipment Use Policy per CA Assembly Bill No. 481

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

Waive the reading and adopt Urgency **Ordinance 007-22** of the City Council of the City of Yuba City adding Chapter 23 to Title 4 of the Yuba City Municipal Code adding a policy related to use of Military Equipment Policy by title only

The motion was passed with 4 votes

12. Fire Inspection Fee Schedule

Mayor Shaw opened a Public Hearing

No public comment

Mayor Shaw closed the Public Hearing

Councilmember Harris moved and Councilmember Boomgaarden seconded the motion to:

Adopt **Resolution 22-050** amending the Yuba City Schedule of Fees and Charges for City services related to Fire Department Inspection Services, which include creating a R-1 & R-2 Fire Inspection Fee and updating the Assembly Fire Inspection Fee

The motion was passed with 4 votes

13. Amendment to the 2019 Collection Services Franchise Agreement with Recology Yuba-Sutter

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

Adopt **Resolution 22-051** authorizing the Mayor to execute a second amendment to the 2019 Collection Services Franchise Agreement with Recology Yuba-Sutter, subject to immaterial modifications by the City Manager upon approval of the City Attorney as to legal form

The motion was passed with 4 votes

14. Water Supply Outlook and Emergency Water Conservation Measures

Councilmember Boomgaarden moved and Councilmember Harris seconded the motion to:

Adopt **Resolution 22-052** declaring that water supply conditions are such that they dictate and justify the need for the implementation of mandatory conservation measures to achieve 20% conservation, in alignment with Stage 3 of the Water Shortage Contingency Plan

The motion was passed with 4 votes

15. Presentation of Utility Billing Arrearages and Delinquencies

Heather Esemann spoke

No action taken - Note and File Report

16. ~~60-Day Trial Program to Provide an Overnight Vehicle Parking Area for Homeless Individuals and Families at County-Owned Property Located at 850 Gray Avenue in Yuba City~~

~~Action: Adopt a Resolution approving the establishment of a 60-day trial program to provide an overnight vehicle parking area for homeless individuals and families at County-owned property located at 850 Gray Avenue in Yuba City.~~

[Item 16 was the first business item]

Future Agenda Items

17. Future Agenda Items

Sam Brannon Park Update

Reports and Communications

18. City Manager's Report

19. City Council Reports

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

Adjournment

Mayor Shaw adjourned the Regular Meeting of the City Council at 9:24 PM

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Salary Schedule Modifications in the Police Department
Recommendation: Adopt a corrected Resolution amending the salary schedule and removing assignment pay job class codes
Fiscal Impact: The anticipated impact to the Police Department budget will be immaterial

Purpose:

To correct a typographical error in the April 19, 2022 Resolution authorizing removal of assignment pay from the salary schedule for compliance with current CalPERS regulations.

Council's Strategic Goal:

This staff report addresses the City Council's Strategic Goal of fiscal responsibility.

Background:

For administrative purposes, some Police Department job class numbers (JCNs) for officers were created to reflect special assignments. While this was efficient, it is not supported by Public Employment Retirement Law (PERL) and must be changed.

Analysis:

On April 19, 2022, City Council adopted a Resolution to remove assignment pay from the salary schedule. This Resolution has an incorrect job class number for Police Officer—FTO. Two Police Department special assignment pays, detective and field training officer (FTO), were combined with police officer JCNs to reduce manual calculations and data entry during the payroll process. A recent review by CalPERS found this practice inconsistent with the Police Officer's Association memorandum of understanding and PERL (Article 4, Section 571.1). The City is required to remove those JCNs, 2230 (Police Officer - Investigations) and 2210 (Police Officer - FTO), and calculate assignment pay manually. The attached salary schedule contains this correction and staff added descriptions of the assignment pay calculations.

Fiscal Impact:

The anticipated impact on the Police Department budget will be immaterial.

Recommendation:

Adopt a corrected Resolution amending the salary schedule and removing assignment pay job class codes.

Alternatives:

1. Do not approve the salary schedule modifications, or
2. Direct staff to other alternatives.

Attachments:

1. Corrected Resolution

Prepared By:
Spencer Morrison
Finance Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. 22-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE DIRECTOR OF FINANCE TO AMEND THE SALARY SCHEDULE FOR
POLICE ASSIGNMENT PAY**

WHEREAS, CalPERS requires that special assignment pay be reported as Special Compensation and not included in base pay; and

WHEREAS, City staff brought this request before City Council on April 19, 2022 with an incorrect job class number for Police Officer – FTO, which was included in the adopted resolution and must be corrected; and

WHEREAS, to best comply with CalPERS reporting requirements regarding special assignment pay (CalPERS Article 4, Section 571.1), JCN 2230 (Police Officer – Investigations) and JCN 2210 (Police Officer – FTO) will be removed from the salary schedule, effective April 23, 2022.

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

Adopt a Resolution amending the salary schedule to remove JCN 2230 (Police Officer – Investigations) and 2210 (Police Officer – FTO) from the salary schedule. These changes shall become effective with the payroll period beginning April 23, 2022.

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 17th day of May, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, Esq.

Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Springer, Human Resources Director

Summary

Subject: Fire Management Memorandum of Understanding (MOU)
Recommendation: Adopt a Resolution approving the Memorandum of Understanding with the Fire Management group
Fiscal Impact: None

Purpose:

To approve the Fire Management Memorandum of Understanding (MOU) that includes updated language in Article 14, Holidays. Article 14's language has been expanded to include the actual holidays and holiday-in-lieu language.

Council's Strategic Goal:

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

Background:

The Fire Management MOU was approved by City Council on August 17, 2021. After the MOU's initial approval, it was discovered that the holiday-in-lieu language was inadvertently omitted. Additionally, it was recommended by the Chief Negotiator to include the actual holidays in the MOU for CalPERS purposes. The previous City Manager directed Staff to implement the holiday-in-lieu language immediately as its omission was an administrative oversight and its absence resulted in a reduction in compensation for the Battalion Chiefs. The Chief Negotiator prepared an updated Article 14 with the actual holidays as well as the holiday-in-lieu language.

Analysis:

The Fire Management MOU with the updated Article 14, Holidays has been approved by Fire Management. City Council approved the substantive holiday-in-lieu pay benefit as part of the previous MOU negotiations. This proposed action is simply to correct an administrative oversight in the document preparation and to clarify the list of City holidays on which the in-lieu benefit is based.

The complete Memorandum of Understanding is attached.

Fiscal Impact:

None.

Alternatives:

Do not approve Fire Management Memorandum of Understanding (this will only impact Article 14, Holidays) and provide staff direction.

Recommendation:

Adopt a Resolution approving the Memorandum of Understanding with the Fire Management group.

Attachments:

1. 5-17-22 Fire Management MOU - Resolution
2. 5-17-22 Fire Management MOU

Prepared By:

Natalie Springer
Human Resources Director

Submitted By:

Diana Langley
City Manager

Attachment 1

RESOLUTION NO. 20-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING
THE FIRE MANAGEMENT MEMORANDUM OF UNDERSTANDING
JULY 3, 2021 – JUNE 30, 2024**

WHEREAS, City staff and the Fire Management have negotiated a three year Memorandum of Understanding that was approved by City Council on August 17, 2021 and;

WHEREAS, the City and Fire Management agreed as part of those MOU negotiations to holiday-in-lieu pay at the unit employees' straight time rate of pay for 5.09 hours per pay period in lieu of receiving any other form of holiday compensation; and

WHEREAS, due to administrative error, this in-lieu pay benefit was inadvertently not included in the MOU presented for approval; and

WHEREAS, to further clarify the City holidays on which the in-lieu benefit is based, a list of City holidays has been recommended to be included; and

WHEREAS, City staff has implemented the substantive provisions of this resolution, specifically holiday-in-lieu pay, at the direction of the previous City Manager to honor the City's prior agreement and ensure that affected employees were not disadvantaged by the delay needed to correct the error in the document;

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

The City ratifies its previous approval of holiday-in-lieu pay for the Fire Management unit, at the rate set forth below, and approves the attached Memorandum of Understanding which is updated with corrected language in Article 14, Holidays:

1. List of actual holidays that apply to fire suppression employees and forty-hour employees;
2. Holiday-in-lieu pay at their straight time rate of pay for 5.09 hours per pay period in lieu of receiving any other form of holiday compensation.

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 17th day of May 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 2

Memorandum of Understanding

Between
The City of Yuba City
And
The Yuba City Fire Management

July 3, 2021 through June 30, 2024

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City of Yuba City	Fire Management 2

Preamble

This Agreement between the City of Yuba City (City) and the Yuba City Fire Management (FM), has as its purpose the promotion of harmonious labor relations between the City and the FM, and the establishment of rates of pay, hours of work, and other conditions of employment for employees covered by this agreement.

Article 1 – Recognition

The City recognizes the FM as the exclusive representative for the Fire Battalion Chief and Fire Marshal.

Article 2 – Wages

1. Salary Schedules

Employees shall be on a five (5) step salary schedule which will be attached as Appendix "B" Salary Schedules.

2. Salary Increases

The top step for the Fire Battalion Chief will be benchmarked at fifteen percent (15%) above the top step of the Fire Captain classification.

The top step for the Fire Marshal will be benchmarked at seven and a half percent (7.5%) above the top step of the Fire Captain classification.

3. Wage Reopener

The parties agree to a reopener to discuss the City's financial position no later than the end of April in 2022 and 2023 on the issue of wage, to determine if an agreement can be reached on wage increases only with any changes to be effective the first full pay period in July 2022 and 2023, unless agreed otherwise. If the parties cannot agree on a wage increase during a reopener, there shall be no salary adjustment for that year.

4. Signing Bonus

In the first full pay period following City Council approval of this Agreement, each employee shall receive a signing bonus of \$4,000, which shall be in a separate check. Only employees who were employed on June 30, 2021, and remain employed on the date the checks are issued shall be eligible for this signing bonus. The signing bonus is subject to applicable payroll taxes and withholdings.

5. Call-Back/Standby Pay

Fire Battalion Chiefs who are assigned to standby status will receive \$1.50 per hour.

A Fire Battalion Chief on standby, who is called back to work will receive a minimum of two (2) hours of pay at the rate of time-and-one-half their regular rate of pay.

6. FLSA Overtime Pay

All paid time will count as timed worked for the calculation of FLSA overtime.

Article 3 – Retirement

1. Retirement Terminology

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

A “New Member” is defined in Government Code section 7522.04(f) as any of the following:

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

2. Retirement Formulas

- A. Employees hired before July 1, 2012, shall receive the 3% at 50 safety CalPERS formula with the three (3) year final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- B. Employees hired after June 30, 2012, who are not classified as a new member shall receive the 3% at 55 safety CalPERS formula with the three (3) year final average compensation period. The City shall pay 100% of the employee's contribution to CalPERS and report the employer payment of the member contributions to CalPERS as additional compensation for retirement purposes only. These members shall pay the nine percent (9%) of the employers' contribution via a CalPERS contract amendment on a pre-tax basis.
- C. Employees hired after December 31, 2012, who are classified as new member shall receive the 2.7% at 57 safety CalPERS formula with the three (3) year final average compensation period. These employees shall pay one half the total normal cost as determined annually by CalPERS on a pre-tax basis.

D. All retirement plans have the following optional CalPERS retirement benefits:

- Sick Leave Service Credit
- Non-Industrial Disability Standard
- Industrial Disability Standard
- Pre-Retirement Death Benefits:
 - Optional Settlement 2
 - 1959 Survivor Benefit Level Indexed
 - Special
- Post-Retirement Death Benefits \$500 lump sum
- Survivor Allowance (PRSA)
- 3% Retirement COLA

Article 4 – Medical Plans

1. Health Plans

The City shall pay 80% of the premium for the lowest cost health plan available to the majority of City employees.

2. Medical-in-lieu

Cash-in-Lieu payments may be available when an employee provides proof of alternative group health coverage and through another employer, such as a spouse's employer (and thus reduces the level of health care coverage taken through the City) be as follows:

- A. Employees, who reduce the level of health care coverage to which they are entitled, i.e. from full family coverage to employee plus one, or employee only coverage, or from employee plus one to employee only coverage, shall be entitled to a Cash-in-Lieu benefit. The Cash-in-Lieu benefit is based upon the lowest cost health plan available to the majority of City Employees.
- B. The employee making the election covered above, shall receive the difference between the Cash-in-Lieu benefit to which they would have been entitled had they waived coverage at their present coverage level and Cash-in-Lieu benefit for the lower level elected.
- C. The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage by providing proof of alternative group health coverage through another employer, such as a spouse's employer, will be based on the below percentages of the current lowest cost health plan available to the majority of City employees:

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

3. Dental and Vision Plans
City shall pay 90% of the dental/vision premiums for covered employees.
- 4 Life Insurance
The City will provide employees with a \$50,000 life insurance policy.
- 5 Employee Assistance Program (EAP)
An EAP is provided to City employees, spouses and dependents. The EAP covers six (6) counseling visits per incident with no limit on the number of incidents per year for each employee and their family.
- 6 Retiree Health Savings Account (RHSA)
Employees will contribute to their ICMA VantageCare Account two percent (2.0%) of their gross earnings.

Article 5 – Deferred Compensation

The City will contribute fifty dollars (\$50.00) per month for each employee into a City of Yuba City deferred compensation plan.

Article 6 – Certifications

The City shall pay the costs associated with obtaining and maintaining special certificates that are required by the State of California, the City of Yuba City or any governmental agency to obtain and maintain as a condition of employment.

Article 7 – Vacation Accrual

Employees will accrue vacation per pay period as follows:

56 hour employees:	bi-weekly rate
0 through 4 years of City service	6.5 hours
5 through 9 years of City service	8.6 hours
10 through 14 years of City service	10.2 hours
15 or more years of City service	11.1 hours
40 hour employees:	bi-weekly rate
0 through 4 years of City service	4.6 hours
5 through 9 years of City service	6.1 hours
10 through 14 years of City service	7.3 hours
15 or more years of City service	7.9 hours

Article 8 – Catastrophic Illness & Injury Program

Under the Catastrophic Illness & Injury Program (Exhibit C) the City will continue to pay its portion of the contribution to the employee's health, dental, vision and life insurance

premiums in accordance with the applicable Memorandum of Understanding. The maximum number of hours that may be donated to an employee not covered by this agreement or the Yuba City Firefighters' Association memorandum of understanding in any twelve (12) month period shall be 160 hours.

Article 9 – Strike Team

Employees participating in Strike Team or Mutual Aid activities covered by the California Fire Assistance Agreement (CFAA) will be compensated at time and one-half the employee's regular rate of pay for hours worked outside of regular duty hours when the City is being reimbursed at the time and one-half rate for that employee.

Article 10 – Counseling Memos

The attached policy on Counseling Memos (Exhibit D) shall remain in effect.

Article 11 – DMV License Examination

Physical examinations for employees who are required to maintain a Class A or B California driver's license as a job requirement shall have the expense paid by the City. Employees may elect to go to their own personal physician or to the medical center designated by the City. Employees electing to go to their own personal physician shall be reimbursed upon submission of an itemized receipt to the Human Resources Department. The maximum amount eligible for reimbursement is the amount the City has contracted for with the designated medical center.

Article 12 – Department of Transportation Commercial Driver License Testing

The Addendum to the Alcohol and Drug Abuse Policy Implements the Omnibus Transportation Employee Testing Act of 1991 (Exhibit B) shall remain in effect.

Article 13 – Administrative Leave (Exempt)

1. Administrative Leave

Exempt positions will receive eighty (80) hours of administrative leave and is classified as exempt for overtime purposes.

2. Additional Allotment of Administrative Leave

At the discretion of the City Manager, and additional allotment of administrative leave not to exceed forty (40) hours may be approved annually. Requests for additional leave allocation must be based on an excessive number of hours worked beyond normal management expectations. The allotment of leave is at the full discretion of the City Manager.

3. Maximum Cash Out

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

Article 14 –Holidays

A. For fire suppression employees the City observes the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. The day following Thanksgiving Day
- j. Christmas Day
- k. Christmas Eve

B. Holiday-in-Lieu

Fire suppression employees are in positions that are scheduled to work without regard for the holidays listed above. Fire suppression employees will receive holiday-in-lieu at their straight time rate of pay for 5.09 hours per pay period in lieu of receiving any other form of holiday compensation.

C. For forty-hour employees the City observes the following holidays:

- a. New Year's Day
- b. Martin Luther King Day
- c. Washington's Birthday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Veterans Day
- h. Thanksgiving Day
- i. The day following Thanksgiving Day
- j. Christmas Day
- k. Eight hours of holiday time to be used on either Christmas Eve or New Year's Eve or, a combination on both days as approved by the department head.

D. Floating Holiday

The forty-hour employees will receive two (2) floating holidays per fiscal year shall be provided which must be used during the fiscal year. These two (2) floating holidays have

no cash value and may not be carried over to a subsequent fiscal year. If any employee does not use either or both of these floating holidays during the fiscal year when the holidays are provided, the employee forfeits the unused floating holiday(s). Scheduling/approval of use of the floating holidays must be in accordance with the requirements of Rules § 2.08.

Article 15 – Term of Agreement

This Agreement constitutes the full Agreement between the City of Yuba City and the Fire Management and may not be modified without the mutual consent of both parties. The term of this agreement shall be July 3, 2021 – June 30, 2024.

Date: 3/3/22

City of Yuba City

Diana Langley
Diana Langley, City Manager

Michael W. Jarvis
Michael W. Jarvis, Liebert Cassidy Whitmore

Date: 4/6/22

Fire Management

Shane Lawson
Shane Lawson

Eric Hankins
Eric Hankins

Jesse Frias
Jesse Frias

Exhibit A – Procedure for Reasonable Suspicion

A. Procedures – Reasonable Suspicion Testing

1. A supervisor observes a safety-sensitive employee who may possibly be under the influence of alcohol and/or controlled substances.

Any employee may identify someone suspected of alcohol and/or controlled substance to any supervisor. Employees should realize, however, that it is against City policy to make false or malicious statements about other employees and doing so can result in disciplinary action being taken against the offending employee.

2. The supervisor is then obligated to insure that the matter is immediately investigated. If possible, two supervisors determine (independently or together) that the safety-sensitive employee in question may indeed be under the influence of alcohol and/or controlled substances.
3. When the supervisor(s) suspect and believe that the safety-sensitive employee may be under the influence of alcohol and/or controlled substances, the safety-sensitive employee is then immediately relieved from duty (with pay) and driven by City staff (or others designated) to the City specified collection site. Because of a testing facility requirement, the safety-sensitive employee in question must show proof of identification, such as a photo driver license or state-issued photo identification card.

Whenever practical, the Department Head and Human Resources Administrator should be notified in advance of the employee being taken to the collection site.

4. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are suspected or a breath sample in the event that alcohol intoxication is suspected to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
5. The City will take precautions to prevent the safety-sensitive employee being tested from going back to work and driving their own car home. Instead, the safety-sensitive employee will be given assistance in obtaining a ride home from the collections site.
6. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse

Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

7. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

B. Procedures – Random Testing

1. The compliance company notifies the supervisor to send the safety-sensitive employee to the collection site or the mobile unit for alcohol and/or controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to go to the collection site for alcohol and/or controlled substance testing immediately. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the event that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

5. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

C. Procedures – Post Accident

1. The safety-sensitive employee notifies a supervisor that an accident has occurred.
2. The supervisor determines that the circumstances of the accident warrant a post-accident test when a citation was issued or a fatality occurred. Thereafter, the supervisor directs the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample for controlled substances and a breath sample for alcohol testing to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The Department Head and Director of Human Resources will be notified that an accident has occurred and that the safety-sensitive employee was instructed to go to the collection site.
5. The safety-sensitive employee whose test results are negative (0.02 alcohol concentration or less) will be reinstated. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 but less than 0.04 will not be permitted to return to duty or perform a safety-sensitive function for 24 hours after the administration of the test. The safety-sensitive employee whose confirmation test result indicates an alcohol concentration of 0.04 or greater for alcohol will be referred to a City specified outside Substance Abuse Professional (SAP) who will assess the safety-sensitive employee's condition and make a recommendation for treatment which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendations or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.
6. The safety-sensitive employee whose controlled substance test results are verified negative will be reinstated. The safety-sensitive employee whose controlled substance test is verified positive by the Medical Review Officer will be referred to a City specified outside Substance Abuse Professional who will assess the safety-

sensitive employee's condition and make a recommendation for treatment, which must be followed by the safety-sensitive employee. Failure to follow the accepted recommendation or refusal to submit to return-to-duty and unannounced follow-up testing will result in the safety-sensitive employee's termination.

D. Procedures – Return-to-Duty and Follow-up

1. The compliance company notifies the City to send the safety-sensitive employee to the collection site for alcohol and controlled substance testing.
2. The supervisor notifies the safety-sensitive employee to immediately go to the collection site for alcohol and controlled substance testing. Because of a testing facility requirement, the safety-sensitive employee in question must have proof of identification, such as a photo driver license or state-issued photo identification card.
3. At the collection site, the safety-sensitive employee will be required to submit a urine sample in the event that controlled substances are to be tested for, or a breath sample in the even that alcohol is being tested for to the on-duty technician. Care will be taken to provide the safety-sensitive employee with maximum privacy without compromising the integrity of the sample.
4. The safety-sensitive employee whose confirmation test results indicate an alcohol concentration greater than 0.02 or whose controlled substance test is verified positive will be terminated.

E. Procedures – Chain of Custody for Controlled Substance Specimens

1. At the time a specimen is collected, the safety-sensitive employee will be given a copy of the specimen collection procedures.
2. Urine will be in a wide-mouthed clinic specimen container, which will remain in full view of the safety-sensitive employee until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
3. Immediately after the specimens are collected, the urine bottles will, in the presence of the safety-sensitive employee, be labeled and then initialed by the employee. If the sample must be collected at the site other than the controlled substance and/or alcohol-testing laboratory, the specimens will then be placed in the transportation container. The container will be sealed in the safety-sensitive employee's presence and the safety-sensitive employee will be asked to initial or sign the container. The container will be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
4. A chain of custody form will be completed by the on-duty technician during the specimen's collection process, attached to, and mailed with the specimen.

F. Procedures – Specimen Collection of Strange and/or Unrecognizable Substances

1. A safety-sensitive employee is observed with a strange and/or unrecognizable substance.
2. The supervisor in the presence of a witness, places the strange and/or unrecognizable substance into a clear plastic bag. The bag is sealed, labeled and signed by both the supervisor and the witness.
3. The incident report is made and signed by both the supervisor and a witness.
4. The plastic bag containing the specimen and a copy of the incident report is taken to the collection site for transportation to the laboratory for analysis.

G. Procedures – Alcohol Concentration

1. The safety-sensitive employee and the on-duty Breath Alcohol Technician (BAT) complete the alcohol testing form to ensure that the results are properly recorded.
2. After an explanation of how the breathalyzer works, and initial breath sample is taken.
3. If the results of the initial test show an alcohol concentration of 0.02 or greater a second or confirmation test must be conducted. The confirmation test must not be conducted less than 15 minutes after, nor more than 20 minutes after the screening test.
4. The confirmation test will utilize Evidential Breath Testing devices that print out the results, date and time, a sequential test number, and the name and serial number of the Evidential Breath Testing device to ensure the reliability of the results.

Exhibit B – Alcohol and Drug Abuse Policy Implementing the Omnibus
Transportation Employee
Testing Act of 1991

The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from risks posed by the use of alcohol and controlled substances. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs in the transportation industry. The Federal Highway Administration (FHWA) of the Department of Transportation has enacted 49 CFR Part 382 that mandates urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevents performance of safety-sensitive functions when there is a positive test result. The Department of Transportation has also enacted 49 CFR Part 40 that sets standards for the collection and testing of urine breath specimens. In addition, the Department of Transportation has enacted 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug free workplace policies and the reporting of certain drug-related offenses to the Department of Transportation. The policy incorporates those requirements of safety-sensitive employees and others when so noted.

The City of Yuba City recognizes that the use of alcohol and/or controlled substances in the workplace is not conducive to safe working conditions. In order to promote a safe, healthy and productive work environment for all employees, it is the objective if the City to have a work force that is free from the influence of alcohol and controlled substances.

A. Applicability

This policy applies to all safety-sensitive employees, volunteers, and contractors when they are on City property or when performing any City related business. It applies to off-site lunch periods and breaks when a safety-sensitive employee is scheduled to return to work. Visitors, vendors, and contracted employees are governed by this policy while on City premises, and they will not be permitted to conduct business if found to be in violation of this policy.

A safety-sensitive position is defined as any position requiring the use of a Class "A" or Class "B" commercial driver license. Fire safety employees will be subject to the policy in accordance with State and Federal laws. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

This policy addendum coexists with the current Alcohol and Drug Abuse Policy except where it is intended by Federal regulations to super ceded the policy, as specified herein.

B. Prohibited Substances

"Prohibited substances" addressed by this policy including the following:

Drugs:

Marijuana, amphetamines, opiates, phencyclidine (PCP) and cocaine.

Alcohol:

This use of beverages or substances, including any medication, containing alcohol such that it is present in the body at a level in excess of that stated in Department of Transportation guidelines while actually performing, ready to perform, or immediately available to perform any City business is prohibited. "Alcohol" is defined as: the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl or isopropyl alcohol.

C. Prohibited Conduct

Manufacture. Trafficking. Possession. And Use

Any safety-sensitive employee engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on City premises, in City vehicles or while conducting City business off the premises is absolutely prohibited. Violation will result in removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Impaired/Not Fit for Duty

Any safety-sensitive employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or not fit for duty shall be removed from safety-sensitive job duties and be required to undergo a reasonable suspicion controlled substance or alcohol test. Employees failing to pass this reasonable suspicion controlled substance or alcohol test shall remain off duty and be referred to a Substance Abuse Professional (SAP). A controlled substance or alcohol test is considered positive (failed) if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in the Department of Transportation guidelines.

Alcohol Use

No safety-sensitive employee may report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while on duty or while performing safety-sensitive functions. No safety-sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he/she is on call. Violation of this provision is prohibited and will subject the employee to removal from safety-sensitive duty and referral to a Substance Abuse Professional (SAP).

Compliance with Testing Requirements

All safety-sensitive employees are subject to controlled substance testing and breath alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be considered as having a positive test result and shall be removed from duty immediately and referred to a Substance Abuse Professional (SAP). Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical

explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test. Employees who refuse the referral to the SAP shall be subject to immediate termination from their position.

Treatment/Rehabilitation Program

An employee with a controlled substance and/or alcohol problem may be afforded an opportunity for treatment in accordance with the following provisions:

Positive Controlled Substance and/or Alcohol Test: A Rehabilitation Program is available for safety-sensitive employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be immediately terminated on the occurrence of a second verified positive test result within 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 36 months. The City will immediately serve a Notice of Intended Disciplinary Action in accordance with the personnel rules. The safety-sensitive employee will pay referral to the Substance Abuse Professional (SAP) and any other recovery treatment costs. In regards to probationary employees, the City reserves sole discretion in offering a one-time opportunity for rehabilitation in lieu of immediate termination. When recommended by the Substance Abuse Professional (SAP), participation and completion of rehabilitation program within the prescribed time allowed is mandatory. Failure of a safety-sensitive employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to sign a Return-to Duty Agreement. Employees may use their accrued leave balances of CTO and vacation or be placed on an approved leave of absence. The Notice of Discipline documents shall specify the employee's leave status when discipline is imposed. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years. The employee shall pay all costs associated with follow-up testing unless the City receives such services included from the program administrator Fremont-Rideout Drug Testing Services.

Voluntary Admittance: All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to the rehabilitation program. Requests must be submitted through the Department Head to the Director of Human Resources for review. The safety-sensitive employee will pay rehabilitation plan development costs and any other treatment plan costs. The City shall have sole discretion in determining any financial contribution to assist the employee. An employee failing to complete the program within the prescribed time allowed will be subject to termination from employment. An employee completing a rehabilitation program must agree to sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on the return-to-duty test or on the unannounced follow-up tests within a 36-month period will result in termination from employment. A positive follow-up test after 36 months may result in termination or additional rehabilitation at the City's sole discretion.

Leave Balance: Participants in a rehabilitation program may use accumulated sick leave, (provided a substance abuse professional has attested in writing for the need to use a sick leave) vacation, and CTO leave balances. Time spent in a rehabilitation program shall be counted as utilized leave time under the Federal and State Family Care Leave Act if it qualifies as a “serious health condition” under the law. Once leave balances have been exhausted, an employee will be placed on an approved leave without pay in accordance with Personnel Rule 2.11(B).

D. Notifying the City of Criminal Drug Conviction

Pursuant to the “Drug Free Workplace Act of 1988” any employee who fails to immediately notify the City of any criminal controlled substance statute conviction shall be subject to disciplinary action, up to and including termination of employment.

E. Proper Application of the Policy

The City is dedicated to assuring fair and equitable application of the Substance Abuse Policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to his/her subordinates shall be subject to disciplinary action, up to and including termination.

F. Testing for Prohibited Substances

Analytical urine controlled substance testing and breath testing for alcohol will be conducted as required under the Department of Transportation guidelines. All safety-sensitive employees shall be subject to testing prior to employment, randomly, for reasonable suspicion, and following an accident, as defined in the Department of Transportation guidelines. In addition, all safety-sensitive employees will be tested prior to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests for up to five years, as determined by a Substance Abuse Professional (SAP). Safety-sensitive employees who perform safety-sensitive functions as defined in the Department of Transportation guidelines shall also be subject to testing on a randomly selected, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which have been approved by the United States Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in the Department of Transportation guidelines. Testing may be conducted by a mobile unit, which meets the requirements of DHHS.

The controlled substances that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the controlled substances levels present are above the minimum thresholds established in the Department of Transportation guidelines.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). If the initial test indicated an alcohol concentration of 0.02 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from his/her position for at least twenty-four hours unless a re-test results in an alcohol concentration 0.02 or less. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of Department of Transportation guidelines and this policy.

Any safety-sensitive employee who has a pending or confirmed positive controlled substance or alcohol test will be removed from safety sensitive duties and/or his/her position, placed on unpaid leave, vacation, or CTO (at the employee's discretion) informed of educational and rehabilitation program available, and evaluated by a Substance Abuse Professional (SAP). Transfer of an employee to a non-safety sensitive position will be made at the sole discretion of the City.

The City affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process.

Employees in Safety-sensitive positions may be tested under any of the following circumstances:

Pre-Employment Testing

All Applicants for safety-sensitive classifications shall undergo urine controlled substance testing prior to employment. Receipt of satisfactory test results is required prior to employment and failure of a controlled substance test will disqualify the applicant from further consideration for employment.

Reasonable Suspicion Testing

All safety-sensitive employees will be subject to urine and/or breath testing when there is a reason to believe that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances, which are consistent with the effects of substance abuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Observation of unsatisfactory work performance or on-the-job behavior.
2. Physical signs and symptoms consistent with prohibited substance use.
3. Occurrence of a serious or potentially serious accident that may have been caused by human error.
4. Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled substance and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or misuse.

Post-Accident Testing

Safety-sensitive employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a City vehicle that results in a fatality. This includes all safety-sensitive employees who are on duty in the vehicles and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted when the employee is cited for a moving violation and (i) any involved vehicle requires towing from the scene or (ii) any person involved requires medical treatment away from the scene of an accident.

Following the accident, the safety-sensitive employee will be tested as soon as possible, but not to exceed eight hours for alcohol and 32 hours for controlled substances. Any employee who leaves the scene of the accident without appropriate authorization prior to submission to controlled substance and alcohol testing will be considered to have refused the test and be subject to termination. Post-accident testing of safety-sensitive employees will include not only the operation personnel, but also any other covered employees whose performance could have contributed to the accident.

Random Testing

Employees working in safety-sensitive classifications will be subjected to randomly selected, unannounced testing. The random selection will be by a scientifically valid method. Each safety-sensitive employee will have an equal chance of being tested each time selections are made. Safety-sensitive employees will be tested either just before duty, during duty, or just after the safety-sensitive employee has ceased performing his/her duty.

Return-to-Duty Testing

All safety-sensitive employees who have previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional (SAP) before returning to duty. Employees will be required to undergo unannounced follow-up controlled substance and/or alcohol breath testing following returning to duty. The SAP will determine the duration and frequency. However, it shall not be less than 6 tests during the first 12 months, nor longer than 60 months in total, following return to duty.

Employee Requested Testing

Any safety-sensitive employee who questions the result of a required controlled substance test under Department of Transportation guidelines may request that an additional test be conducted. This additional test may be conducted at the same laboratory or at a different DHHS certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee unless the second sample test invalidated the

original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in the Department of Transportation guidelines. The safety-sensitive employee's request for a re-test must be made to the Medical Review Officer (MRO) within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

G. Employee Assessment

Any safety-sensitive employee who tests positive for the presence of controlled substances or whose breath alcohol concentration is above the minimum thresholds set forth in the Department of Transportation guidelines will be assessed by a Substance Abuse Professional (SAP). The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

If a safety-sensitive employee is returned to duty following rehabilitation, he/she must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up tests for a period of one to five years, as determined by the SAP. Referral to the Substance Abuse Professional (SAP) and any other recover treatment costs will be borne by the safety-sensitive employee. Employee will be immediately terminated on the occurrence of a second verified positive test result within 36 months and may be terminated or offered additional rehabilitation at the City's sole discretion after 36 months.

H. Continuous Compliance Requirements

The City shall apply and interpret this policy to maintain required compliance with applicable Federal laws and regulations, including subsequent amendments and interpretive rulings.

I. Contact Person

Any questions regarding this policy should be directed to the following City representative:

Title:	Director of Human Resources
Address:	1201 Civic Center Boulevard, Yuba City, CA 95993
Telephone:	(530) 822-4610

J. Definitions

Accident – an unintended happening or mishap where there is a loss of human life (regardless of fault), bodily injury or property damage totaling \$4,400 or more.

Alcohol – the intoxicating agent in a beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

Alcohol Concentration – the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this regulation. For example, 0.02 means 0.02 grams of alcohol in 210 liters of expired deep lung air.

Alcohol Use – consumption of any beverage, mixture, or preparation, including any medication containing methyl alcohol. Since ingestion of a given amount of alcohol produces the same alcohol concentration in an individual whether the alcohol comes from a mixed drink or cough syrup, the Department of Transportation prohibits the use of any substance containing alcohol, such as prescription or over-the-counter medication or liquor filled chocolates. Prescription medications containing alcohol may have a greater impairing affect due to the presence of other elements (e.g., antihistamines).

Breath Alcohol Technician (BAT) – a person trained to proficiency in the operation of the Evidential Breath Testing (EBT) device that the technician is using in the alcohol testing procedures. BAT's are the only qualified personnel to administer the EBT tests.

Chain of Custody – the procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of collection to final disposition.

Collection Site – a place designated by the City where individuals present themselves for the purpose of providing a specimen of either urine and/or breath.

Commercial Motor Vehicle – a motor vehicle, or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle: (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designated to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations.

City – The City of Yuba City

City Time – any period of time in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Confirmation Test – for alcohol testing means a second test, following a screening test with a result of 0.02 or greater, which provides quantitative data of alcohol concentration. For controlled substances testing this means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines and phencyclidine).

Controlled Substance (Drug) Test – a method of detecting and measuring the presence of alcohol and other controlled substances, whether legal or illegal, in a person's body. A controlled substance test may either be an initial test or confirmation test. An initial controlled substance test is designed to identify specimens having concentrations of a

particular class of drug above a specified concentration level. It eliminates negative specimens from further consideration.

Controlled substances will be tested under the Department of Health and Human Services guidelines. The primary (initial or screening) controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolites	50 ng/ml
Cocaine Metabolites	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates Metabolites (1)	300 ng/ml
Amphetamines	1,000 ng/ml
(1) 25 ng/ml if immunoassay	

A confirmation drug testing is a second analytical procedure to detect the presence of a specific drug or its metabolite. The confirmation procedure is conducted independent of the initial test and uses a different technique and chemical principle in order to confirm reliability and accuracy. The confirmatory controlled substance test thresholds for a verified positive test result are those that are equal to or greater than:

Marijuana Metabolite (THC) (1)	15 ng/ml
Cocaine Metabolite (2)	150 ng/ml
Phencyclidine (PCP)	25 ng/ml
Opiates	
Morphine	300 ng/ml
Codeine	300 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine (3)	500 ng/ml
(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid	
(2) Benzoylecgonine	
(3) Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml	

Department of Transportation Guidelines – The controlled substance and alcohol testing rules (49CFR Part 199 (RSPA – Pipeline), Part 219 (FRA – Railroad), Part 382 (FHWA – Commercial Motor Vehicle), 654 (FTA – Mass Transit) and 14 CFR 61 (FAA – Aviation) et.al.) setting forth the procedures for controlled substance and alcohol testing (49 CFR Part 40) in all transportation industries.

Driver – any person who operates a commercial motor vehicle. This includes full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of, or with the consent of, an employer. For the purposes of pre-employment/pre-duty testing

only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.

Drug (Controlled Substance) Metabolite – the specific substance produced when the human body metabolizes (changes) a given drug (controlled substance) as it passes through the body and is excreted in urine.

Employee – any person who is employed by the City or who is a volunteer in a safety-sensitive position requiring a commercial driver license. A complete list of safety-sensitive employee (function and/or position) classifications is listed in Attachment B.

Evidential Breath Testing Device (EBT) – the device to be used for breath alcohol testing.

Medical Review Officer (MRO) – a licensed physician responsible for analyzing laboratory results generated by an employer's controlled substance (drug) testing program. The MRO is knowledgeable about substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results.

Performing (Safety Sensitive Function) – a safety-sensitive employee is considered to be performing a safety sensitive function and includes any period in which the safety-sensitive employee is actually performing, ready to perform, or immediately available to perform such functions.

Post-Accident Alcohol and/or Controlled Substance Testing – conducted after accidents on employees whose performance could have contributed to the accident. For drivers this is determined by a citation for a moving traffic violation and for all fatal accidents even if the driver is not cited for a moving traffic violation. See Attachment A.

Pre-Employment alcohol and/or Controlled Substance Testing – conducted before applicants are hired or after an offer to hire, but before actually performing safety sensitive functions for the first time. Also required when employees transfer to a safety sensitive position.

Prohibited Drugs (Controlled Substances) – Marijuana, Cocaine, Opiates, Amphetamines, or Phencyclidine.

Prohibited Substances – means and is synonymous to drug abuse and/or alcohol misuse or abuse.

Random alcohol and/or Controlled Substance Testing – conducted on a random unannounced basis just before, during or just after performance of safety sensitive functions.

Reasonable Suspicion Control and/or Controlled Substance Testing – conducted when a trained supervisor observes behavior or appearance that is characteristic of alcohol or controlled substance abuse.

Refuse to Submit (to and alcohol and/or Controlled Substance Test) – a safety-sensitive employee fails to provide an adequate breath or urine sample for testing without a valid medical explanation after that safety-sensitive employee received notice of the requirement to be tested, or engages in conduct that clearly obstructs the testing process (i.e., verbal declarations, obstructive behavior or physical absence resulting in the inability to conduct the test).

Rehabilitation – The total process of restoring an employee to satisfactory work performance through constructive confrontation, referral to the SAP and participation in SAP recommendations such as education, treatment and/or support groups to resolve personal, physical or emotional/mental problems which contributed to job problems.

Return-to-Duty and Follow-up Alcohol and/or Controlled Substance Testing – Conducted when an individual who has violated the prohibited alcohol or controlled substance conduct standards returned to performing safety sensitive duties. Follow-up tests are unannounced and at least 6 tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following return to duty upon the SAP recommendation.

Return-to-Duty Agreement – a document agreed to and signed by the employer, safety-sensitive employee and the Substance Abuse Professional that outlines the terms and conditions under which the safety-sensitive employee may return to duty after having had a verified positive controlled substance test result or an alcohol concentration to 0.04 or greater on an alcohol test.

Safety-Sensitive Employee (Function and/or Position) – An employee or volunteer is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions and any employee who transfers into or is assigned safety-sensitive functions.

A complete list of safety-sensitive employee (function and/or position) classifications is listed in Attachment B.

Screening (Initial) Test – In alcohol testing, it means an analytical procedure to determine whether a safety-sensitive employee may have a prohibited concentration of alcohol in their system. In controlled substance testing, it means an immunoassay screen to eliminate negative urine specimens from further consideration.

Substance Abuse Professional (SAP) – a licensed physician (Medical Doctor or Doctor of Osteopathy), or licensed or certified psychologist, social worker (with knowledge of, and clinical experience in, the diagnosis and treatment of drug and alcohol-related disorders, the license alone does not authorize this), Certified Employee Assistance Professional (CEAP), or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) with knowledge of, and clinical experience in, the diagnosis and treatment of alcohol and

controlled substance-related disorders. The employee shall select a SAP from a list provided by the City.

Supervisor – a person in authority who has had one hour of training on the signs and symptoms of alcohol abuse and an additional hour of training on the signs and symptoms of controlled substance abuse.

Vehicle – a bus, electric bus, van, automobile, rail car, trolley bus, truck or vessel used for mass transportation.

Safety-Sensitive Employee Classifications as of August 1, 1997

Fleet Maintenance Supervisor

Streets Maintenance Supervisor

Water/Sewer Maintenance Supervisor

Mechanic

Parks Maintenance Workers I, II, III (only those who have a commercial Driver License)

Public Works Maintenance Workers I, II, III

Recreation Leader

Recreation Supervisor I/II

Senior Plant Maintenance Mechanic (See Note 3)

Plant Maintenance Mechanic (See Note 3)

Temporary Positions that require a commercial driver license

Note:

- (1) New positions requiring a commercial license will be subject to this policy.
- (2) Any employee who possesses a commercial license and makes himself or herself available to drive for the benefit of the City is also subject to this policy.
- (3) If these employees possess a commercial license.

Exhibit C – Catastrophic Illness and Injury Donation Plan

Purpose

To assist employees confronting personal or family catastrophic illness or injury who need the support of City employees to avoid financial hardship.

Plan Guidelines

1. Regular and probationary employees who are on an approved leave of absence (in accordance with Human Resources Rules 2.11 (B) or (D)) may receive donated hours of vacation, sick leave, or compensatory time off (CTO) from other employees.
2. Employees seeking donations of time shall submit a written request to the Human Resources Department stating the reason(s) for the request. The Director of Human Resources shall review requests. Each request shall be evaluated solely on its merits. If approved, the Director of Human Resources will initiate efforts to notify City employees of the request for the donation of hours. The name of the employee will be identified but the City will not release confidential medical information.

If disapproved, the requesting employee may seek review of the decision by the joint labor-management committee consisting of one representative from each of the following groups:

- A) Yuba City Employees Association
- B) Firefighters' Association
- C) Police Officers' Association
- D) Middle Managers Group
- E) First Level Managers Group
- F) Human Resources Department

In the event the Committee reaches a tie decision, the decision shall be made in favor of the employee.

The decision of the labor-management committee shall be final and binding, and shall not be subject to the grievance procedure.

3. To be eligible for donated leave hours, the employee must be on an approved leave of absence for their critical illness or injury or to provide required care for a family member (spouse, child, parent) who is critically ill or injured. The guidelines of the Family Care Leave (Human Resources Rule 2.11 (D)) shall be used to determine whether the critical illness or injury qualifies for the donation of leave hours. Verification of need via physician statements will normally be required. The employee must have exhausted, or is reasonably expected to exhaust, all accumulated leave hours (vacation, sick leave, CTO) in order to receive leave.

Exhibit D – Counseling Memo Policy

When a department head becomes aware of employee conduct, which requires documentation but does not warrant formal disciplinary action, a counseling memorandum may be issued to the employee. The purpose of a counseling memo is to provide notice to the employee of a deficiency or problem observed, document infractions, and modify behavior.

Counseling memos shall be issued on a standard form used by the City. A copy of the counseling memo shall be given to the employee and a copy shall be maintained in the employee's personnel file for a period of two years. At the conclusion of two years, the employee can ask that the counseling memo be removed from the personnel file. At that time or any time thereafter that it is discovered that a counseling memo exists in the personnel file after two years, all copies shall be removed from any file maintained by the City, including the department or supervisor, and given to the employee. No future reference to the counseling memo will be made in a subsequent disciplinary process or performance evaluation. However, should an employee receive a subsequent counseling memo, or other disciplinary action within the two year period, a counseling memo shall not be discarded until a two year period has passed in which no counseling memo or disciplinary action has been issued.

During the two-year period the counseling memo may be used by a supervisor to support disciplinary action. The fact that a counseling memo has been issued shall not be referenced in a performance evaluation, however the substance of the counseling memo may be referenced in a performance evaluation if the supervisor deems it necessary.

Counseling memos used prior to the adoption of this Memorandum of Understanding are subject to this policy.

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Feather River West Levee Financing Authority Proposition 218 Property Owner Protest Ballots for City-Owned Property

Recommendation: Adopt a Resolution authorizing the City Manager to vote "yes" on the Proposition 218 Property Owner Protest Ballots for the Feather River West Levee Financing Authority's (FRWLFA) Operations and Maintenance Assessment for City-owned property

Fiscal Impact: Proposed annual assessment on City-owned property is \$16,894.57.

Purpose:

To vote in favor of forming a Benefit Assessment District to fund the operations and maintenance, repair, replacement, and rehabilitation of the west Feather River levees.

Council's Strategic Goal:

This supports all of Council's goals: Public Safety, Infrastructure, Fiscal Responsibility, and Business Friendly as it is necessary to maintain the levees in good condition for the ongoing preservation of the City.

Background:

The Feather River West Levee Financing Authority (FRWLFA) was established in May 2020 by and between Levee District 1 (LD1), Levee District 9 (LD9), and Sutter County for the purpose of financing the Operations and Maintenance, Repair, Replacement and Rehabilitation (OMRR&R) of the west Feather River levees, related facilities, and administration expenses within the jurisdictions of LD1, LD9 and State Maintenance Area 3 (MA3) in Sutter County. The FRWLFA Levees consist of twenty-seven (27) miles of the west Feather River levee improvements from Paseo Road in Live Oak south to the confluence of the Sutter Bypass, and protect properties throughout the Yuba City Basin.

With all of the work that the Sutter Butte Flood Control Agency has completed to improve the west Feather River levees, it is necessary to maintain the levees to meet strict state and federal requirements. In order to meet these rigorous requirements for maintenance, an estimated \$2.14 million in annual funding is necessary. Currently, there is approximately a \$1.3 million shortfall between

existing revenues and needed revenues. Therefore, FRWLFA proposes to form a Benefit Assessment District (District) to fund OMRR&R of the FRWLFA Levees under the provisions of the Benefits Assessment Act of 1982 (Govt. Code section 54703 et seq.)(1982 Act).

In accordance with the 1982 Act and substantive and procedural requirements of the California State Constitution Article XIID (California Constitution) the formation of the District requires the preparation of an Engineer's Report that describes the parcels that will receive special benefit from the OMRR&R to be funded and details the basis of the proposed proportional special benefit assessments to be levied and collected annually on the County tax rolls.

On April 20, 2022 the FRWLFA Board approved the formation process including initiating proceedings (directing preparation and filing of an Engineer's Report); declaring the FRWLFA Board's intention to form a District and to levy and collect assessments; preliminarily approving the Engineer's Report and Assessment Diagram which are to remain open for public inspection; setting the time and place for the public hearing and conducting a property owner protest ballot proceeding.

FRWLFA will mail a notice of the public hearing and ballot to the property owners of record within the District at least 45-days prior to the public hearing; conduct a public hearing providing for public testimony and written protests; upon closing of the public hearing returned ballots will be tabulated. Upon completion of the ballot tabulation, the Board will declare the results of the balloting, and, if no majority protest exists, the Board may approve the final Engineer's Report, adopt a resolution to form the District, and authorize the levy and collection of assessments.

The adopted Resolution of Intention calls for a public hearing at a special FRWLFA Board Meeting on Wednesday, June 22, 2022, starting at 2:00 P.M. The hearing will be held in the Yuba City Council Chambers, 1201 Civic Center Boulevard, Yuba City, California. At the hearing, property owners in the proposed District will have an opportunity to present oral or written comments on the proposed District and assessments and to submit new or changed assessment ballots. The close of Public Hearing represents the conclusion of the acceptance of property owner protest ballots. After the close of the public hearing, the FRWLFA Board will direct the tabulation of the assessment ballots and at a FRWLFA Board meeting on June 29, 2022, the results of the assessment ballot proceeding will be announced, and, if there is no majority protest within the ballots received, the FRWLFA Board may consider final action regarding the formation of the District and levying of the special benefit assessment.

Analysis:

The City of Yuba City owns 131 properties within the proposed District. The total annual assessment for the properties is estimated to be \$16,894.57 based on several factors including location, land use, acreage, structure size, structure contents, and the flood depth zone. Staff is requesting authorization for the City Manager to vote in favor of the Assessment by voting "yes" on the City's ballots.

Fiscal Impact:

The City's estimated annual cost for FY 22/23 is \$16,894.57, broken down \$758.17 Water Fund, \$164.71 Wastewater Fund, and \$15,971.69 General Fund. If approved, the Assessment will be adjusted annually each year, up to a maximum of 4%.

Alternatives:

Direct the City Manager to vote "no" on the City's ballots. If a majority protest is received, and LD1 and LD9 are no longer able to maintain the levees to meet the strict state and federal requirements, then the maintenance of the levees could transfer to the State. Costs, which will be passed on to property owners without a vote, may fluctuate unpredictably and be higher in the long term. The community will not have local levee districts to prioritize emergency response and flood fighting during high water

events.

Recommendation:

Adopt a Resolution authorizing the City Manager to vote "yes" on the Proposition 218 Property Owner Protest Ballots for the Feather River West Levee Financing Authority's Operations and Maintenance Assessment for City-owned property.

Attachments:

1. Attachment 1 - FRWLFA Reso
2. Attachment 2 - FAQ's
3. Attachment 3 - Sample Ballot

Prepared By:
Diana Langley
City Manager

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO VOTE “YES” ON THE PROPOSITION 218
PROPERTY OWNER PROTEST BALLOTS FOR THE FEATHER RIVER WEST LEVEE
FINANCING AUTHORITY’S OPERATIONS AND MAINTENANCE ASSESSMENT FOR CITY-
OWNED PROPERTY**

WHEREAS, the Feather River West Levee Financing Authority (FRWLFA) was established in May 2020 by and between Levee District 1 (LD1), Levee District 9 (LD9), and Sutter County for the purpose of financing the Operations and Maintenance, Repair, Replacement and Rehabilitation (OMRR&R) of the west Feather River levees, related facilities, and administration expenses within the jurisdictions of LD1, LD9, and State Maintenance Area 3 (MA3) in Sutter County; and,

WHEREAS, with the recent levee improvements completed by Sutter Butte Flood Control Agency, it is necessary to maintain the levees to meet strict state and federal requirements in order to retain 200-year level of flood protection; and

WHEREAS, in order to meet the rigorous maintenance requirements, an estimated \$2.14 million in annual funding is necessary and there is currently an approximate \$1.3 million shortfall between existing revenues and needed revenues; and

WHEREAS, FRWLFA proposes to form a Benefit Assessment District (District) to fund OMRR&R of the FRWLFA Levees under the provisions of the Benefits Assessment Act of 1982; and

WHEREAS, on April 20, 2022, the FRWLFA Board approved the formation process for the District including initiating proceedings; declaring the FRWLFA Board’s intention to form a District and to levy and collect assessments; preliminarily approving the Engineer’s Report and Assessment Diagram, and setting the time and place for the public hearing and conducting a property owner protest ballot proceeding; and

WHEREAS, the City of Yuba City owns 131 properties within the proposed District; and

WHEREAS, the City of Yuba City needs to submit a ballot for each of the City-owned properties; and

WHEREAS, a “yes” vote insures that the levees will continue to be maintained by LD1, LD9 and MA3, which provides for more local control of the maintenance activities; and

WHEREAS, maintenance of the levees supports the City Council’s goals related to Public Safety, Infrastructure, Fiscal Responsibility, and Business Friendly.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Yuba City does hereby authorize the City Manager to vote “yes” on the Proposition 218 Property Owner Protest Ballots for the Feather River West Levee Financing Authority’s Operations and Maintenance Assessment for City-owned property.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of May, 2022.

AYES:
NOES:
ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

ATTACHMENT 2

Frequently Asked Questions

BACKGROUND

What's the issue?

Recently repaired levees must be maintained to strict state and federal requirements. Currently, there is a \$1.3 million shortfall between existing and needed revenues to adequately fund levee maintenance. These levees protect approximately 25,000 properties and 75,000 residents in Live Oak, Yuba City, and unincorporated Sutter County, so they must be properly operated and maintained to reduce the potential for flooding.

What's the solution?

A proposed Operations and Maintenance (O&M) Assessment on properties that benefit from the levees to help pay for ongoing O&M costs. The proposed Assessment must be approved by a majority vote of property owners through the California Proposition 218 process.

Who is proposing the Assessment?

The Feather River West Levee Financing Authority (FRWLFA), is a joint powers agency formed in 2020 by Levee District 1 (LD 1), Levee District 9 (LD 9) and Sutter County with the agreement to work together on long-term funding for levee O&M.

How are these levees managed?

The Levees are operated and maintained by LD 1, LD 9, and State Maintenance Area 3 (MA 3).

Is this the same assessment voted on in 2010?

No. That was an assessment needed to pay for much needed levee repairs. The repaired levees, completed in 2020, must now be properly operated and maintained to keep our properties and community protected and to comply with strict state and federal regulations.

How is the \$1.3 million funding gap calculated?

Total Required Funding: \$1.9 Million

Existing Funding: \$621,000

Funding Gap: \$1.3 Million

What's an Assessment?

An annual cost paid on each parcel of land that receives a special benefit from a service. In this case, the special benefit is the reduction in flood damages that results from properly maintained levees. Assessments are calculated for each individual parcel using a variety of factors, like land use type, parcel size, structure type and size, and flood depths.

What does a proposed O&M Assessment mean for you?

In May 2022, approximately 25,000 property owners will receive ballots by mail and be asked to vote on the proposed O&M Assessment. If approved by property owners, the Assessment will be collected annually on property tax bills and used to pay for levee O&M. Assessment revenues can't be used for any other purpose.

What does a YES vote mean?

If property owners approve the Assessment, local agencies will maintain control of our levee maintenance and costs. Costs will be consistent, predictable, and lower in the long term.

What does a NO vote mean?

If the Assessment is not approved by property owners, levee districts will run out of money to operate and maintain levees as required.

Once that occurs, the only option will be to turn over levee operations and maintenance to the State. Costs, which will be passed on to property owners without a vote, will fluctuate unpredictably and be higher in the long term. The community will not have local levee districts to prioritize emergency response and flood fighting during high water events.

How was the Assessment amount for each property calculated?

Assessments for each individual property are based on factors that include location, land use, acreage, structure size, structure contents, and the flood depth zone.

Use the Assessment Calculator on frwlfa.org to calculate your proposed Assessment.

If the proposed O&M Assessment passes, how long will the cost apply?

Levee O&M is an ongoing responsibility, so the proposed Assessment will continue as long as the service is provided.

How will the Assessment keep up with inflation?

The Assessment will be adjusted with the CPI, but never exceed 4% a year.

What happens to existing assessments/funding if the proposed O&M Assessment passes?

District/Maintenance Area	Current Funding	If O&M Assessment passes
LD 1	Two existing O&M Assessments	Replace existing with single new Assessment
LD 9	A fraction of the 1% general property tax collected by Sutter County	New Assessment plus fraction of 1% property tax
MA 3	An Assessment imposed by the State of CA	O&M would be transferred* to LD 1 and new Assessment would replace existing Assessment

*Transfer occurs through a legal process that will be concluded if the proposed Assessment passes

LEVEE DISTRICTS

What are levee districts, and what do they do?

These are agencies that provide a public safety service by operating and maintaining levees and associated facilities. Their budget is designed to cover costs of services, provide a modest reserve for planned and unplanned capital costs, staffing (3 people for 27 miles of levee), fixed costs, and comply with a long list of state and federal O&M requirements. See a comprehensive list of O&M requirements at www.frwlf.org.

What's being done on the Sutter Bypass?

The Sutter Butte Flood Control Agency and the State are coordinating on improvements to the Sutter Bypass and other flood control facilities over time. Effective long-term O&M remains a priority to protect the \$380M investment in the recently rehabilitated Feather River west levee, which provides flood protection to properties in the south Yuba City Basin.

CA PROPOSITION 218

What's the Proposition 218 process?

Owners of properties within the proposed Assessment district will receive a mail-in ballot at the end of April. Votes are weighted by the dollar amount of the proposed Assessment (e.g., \$1 = 1 vote). The ballots must be returned by June 22. If the proposed Assessment is approved by property owners, it may then be adopted by the FRWLFA Board. The benefits and associated Assessment amounts are determined through an Engineer's Report.

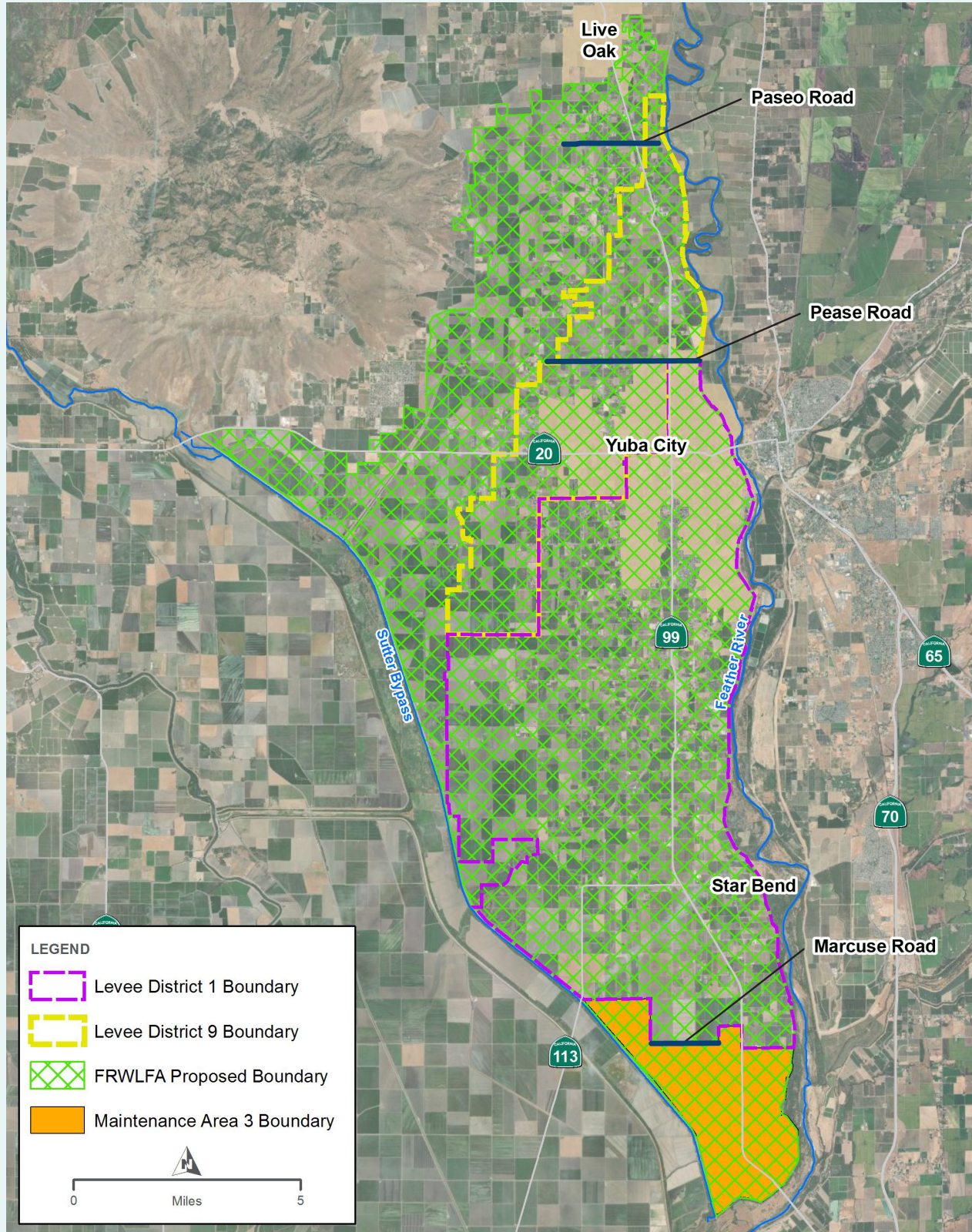
What's an Engineer's Report?

An Engineer's Report, as mandated by California law, provides the technical analysis to support a proposed Assessment district. The Engineer's Report quantifies the proportionate "special benefit" that each parcel in the proposed Assessment district will receive from the service provided — in this case, the O & M of improved levees and flood control facilities associated with the Feather River West Levee system.

The Engineer's Report is available on www.frwlf.org



What are the boundaries of the proposed Assessment District?



FEATHER RIVER WEST LEVEE
FINANCING AUTHORITY



FRWLFA PROPOSED ASSESSMENT DISTRICT



800.401.8302



info@frwlfa.org



frwlfa.org

ATTACHMENT 3

OFFICIAL ASSESSMENT BALLOT



Feather River West Levee Financing Authority ("FRWLFA")

FRWLFA Operations and Maintenance Assessment District

This Ballot is for the property designated as Assessor's Parcel Numbers: **20-030-012**

This is your official property owner assessment ballot for the proposed levy of new assessments for the FRWLFA Operations and Maintenance Assessment District ("District") to fund the ongoing special benefit expenses associated with the Operation, Maintenance, Repair, Rehabilitation, and Replacement ("OMRR&R") program associated with the west Feather River levees as described in the accompanying Notice and described more fully in the Engineer's Report, which is on file with the FRWLFA Board Clerk. This balloting process was initiated on April 20, 2022 and approved by the Board of Directors.

CITY OF YUBA CITY
1201 CIVIC CENTER BLVD
YUBA CITY, CA, 95993

To complete your ballot, mark an (X) in the voting square next to the word "YES" or next to the word "NO" below, sign and date the ballot, and return the entire ballot to the FRWLFA Board Clerk. If you wrongly mark, tear, or deface this ballot, return it to the FRWLFA Board Clerk with a request for a replacement ballot. All completed ballots must be received by the FRWLFA Board Clerk no later than the close of testimony at the public hearing scheduled for June 22, 2022.

Assessor's Parcel Number:

20-030-012

Proposed Balloted Maximum Assessment Rate:

\$0.00050445 per FDRB

Your Parcels Balloted Maximum Assessment Amount:

\$ 1,213.49

This is an annual assessment that is collected as part of your County property tax bill. The amount assessed each fiscal year shall be based on the net expenses to be assessed, but the assessments may not exceed the Proposed New Maximum Assessment Rate shown above plus the annual inflation adjustment without the approval of the property owners.



YES — IN FAVOR OF THE ASSESSMENT proposed for the District and the new assessment for my property shown above including the annual inflation adjustment equal to the lesser of 4% or the annual percentage increase of the Local Consumer Price Index (CPI) for "All Urban Consumers" for the San Francisco-Oakland-Hayward, California area.



NO — OPPOSED TO THE ASSESSMENT proposed for the District and the new assessment for my property shown above including the annual inflation adjustment equal to the lesser of 4% or the annual percentage increase of the Local Consumer Price Index (CPI) for "All Urban Consumers" for the San Francisco-Oakland-Hayward, California area.



I hereby declare, under penalty of perjury, that I am the record owner of the property (Assessor's Parcel Number) identified on this ballot or I am the authorized representative of that record owner.

Signed _____

Date _____

Please see the back of this sheet for information about your assessment ballot and instructions for completion and delivery of the assessment ballot.

**INFORMATION ABOUT YOUR ASSESSMENT BALLOT AND
INSTRUCTIONS FOR COMPLETION AND DELIVERY OF ASSESSMENT BALLOT**

**Feather River West Levee Financing Authority
("FRWLFA")
FRWLFA Operations and Maintenance Assessment District**

To Cast Your Ballot: Prior to the public hearing, completed ballots may be mailed to the FRWLFA Board Clerk at the address indicated below or personally delivered to the Levee District 1 Office located at 243 Second Street, Yuba City California, Monday through Friday between 8 AM and 5 PM. A return envelope has been provided for your convenience that is addressed to the FRWLFA Board Clerk. You may also personally present completed ballots to the FRWLFA Board Clerk at the public hearing on June 22, 2022, at the Yuba City Council Chambers at 1201 Civic Center Boulevard, Yuba City, California. If you return your ballot by mail, please be sure to allow time for mail delivery. The FRWLFA Board Clerk must receive all ballots no later than the end of the public testimony portion of the public hearing on June 22, 2022. If you damage or misplace your ballot, a replacement ballot can be obtained by calling the FRWLFA Hotline at (800) 401-8302 or emailing info@frwlfa.org.

All submitted ballots must be clearly marked to indicate either "Yes — In Favor of assessment" or "No — Opposed to the assessment" and signed; otherwise, the ballot will be rejected and not counted. To ensure the privacy of your ballot prior to the ballot tabulation, please return your ballot in the envelope provided, or in a sealed envelope that indicates that a ballot is enclosed by noting on the front of the envelope "Assessment Ballot, Do Not Open".

A ballot previously submitted may be withdrawn at any time prior to the close of the public hearing by request to the FRWLFA Board Clerk by the person(s) that signed the submitted ballot. An assessment ballot may be changed at any time prior to the end of the public hearing by requesting a withdrawal of the previous ballot and requesting a replacement ballot. Only the person(s) signing the ballot may make such a request. The replacement ballot must be received by the FRWLFA Board Clerk prior to the deadline set forth herein.

If you have questions: Should you have any questions prior to the public hearing, please leave a message on the FRWLFA Hotline at (800) 401-8302 or email info@frwlfa.org, and FRWLFA staff will respond promptly.

Feather River West Levee Financing Authority
Attn: FRWLFA Board Clerk
P.O. Box M
Yuba City, CA 95991

*Completed ballots MUST be received by the FRWLFA Board Clerk no later than the close of the public testimony portion of the public hearing, which is scheduled to begin on **Wednesday, June 22nd at 2:00 p.m.**, in the Yuba City Council Chambers, located at 1201 Civic Center Boulevard, Yuba City, California*

How to cast your ballot:

1. ☒ **Check Yes or No**
2.  **Sign and date it**
3.  **Return to the FRWLFA Board Clerk on or before the Public Hearing on, June 22, 2022, in accordance with the deadlines referenced above**

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: East Sanborn Estates Subdivision (Acceptance of Public Improvements)
Recommendation: Adopt a Resolution accepting certain street and related improvements pursuant to the East Sanborn Estates Subdivision Agreement with Interwest Homes Corp., and authorizing the Subdivider to file a Notice of Completion (Subdivision is located north of Jodi Drive, east of Sanborn Road, and south of La Rabyn Way)
Fiscal Impact: City will become responsible for maintenance costs of the public improvements

Purpose:

To accept the Infrastructure improvements associated with the East Sanborn Estates Development for public use and initiate the one (1) year warranty period.

Council's Strategic Goal:

Acceptance of these improvements coordinates with the Council Strategic Goal related to Infrastructure. The action is necessary to comply with the Development Subdivision Agreement and transfer the private development to public infrastructure.

Background:

On March 16, 2021, Council authorized Resolution No. 21-026 to execute a Subdivision Agreement with the Subdivider, Interwest Homes Corp., regarding the development of the East Sanborn Estates Subdivision (SM 20-04) (Attachment 2). Per the agreement, the Subdivider was to construct the determined improvements and, upon completion, dedicate and offer the improvements to the City to constitute public improvements.

Analysis:

The East Sanborn Estates Subdivision street and related improvements have been constructed to the satisfaction of the City. At this time, the Subdivider is requesting acceptance of the improvements so that the one (1) year warranty period can begin. All of the required improvements within the subdivision have been constructed in conformance with the approved plans and specifications, with the exception of pavement grading issues in small areas and adjustment of certain utility lids. With the acceptance, the Subdivider will provide security for the guarantee and warranty of the work in the amount of 10% of

the cost of the improvements, which equates to \$34,000. This amount is sufficient to correct the pavement grading issues and utility lid adjustments.

Fiscal Impact:

With the acceptance of the improvements, the City will become responsible for the maintenance of the public improvements, including the water, sewer, storm-drain lines, streets, streetlights, and landscaping. Residents within the subdivision will participate in Lighting and Landscape Maintenance District No. 5J_5, which will pay for the proportional share of the maintenance of the streetlights and landscaping. Maintenance costs for the water and sewer lines will come from the Water Enterprise and Sewer Enterprise funds, respectively, and maintenance of the streets and storm drains will be funded with road funds and the established Community Facilities District for the subdivision.

Alternatives:

Delay acceptance until pavement grades are corrected and/or utility lids are adjusted.

Recommendation:

Adopt a Resolution accepting certain street and related improvements pursuant to the East Sanborn Estates Subdivision Map Agreement with Interwest Homes Corp., and authorizing the Subdivider to file a Notice of Completion. .

Attachments:

1. Resolution - East Sanborn Estates Subdivision (Acceptance of Public Improvements)
2. East Sanborn Estates Map

Prepared By:

Kevin Bradford
Deputy Public Works Director - Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ACCEPTING CERTAIN STREET AND RELATED IMPROVEMENTS
PURSUANT TO THE EAST SANBORN ESTATES SUBDIVISION
AGREEMENT DATED MARCH 16, 2021, BETWEEN THE CITY OF YUBA
CITY AND INTERWEST HOMES CORP., AND DIRECTING THE SUBDIVIDER
TO FILE THE NOTICE OF COMPLETION.**

WHEREAS, the City of Yuba City (City) has heretofore contracted with Interwest Homes Corp for certain work pursuant to that East Sanborn Estates Subdivision Agreement dated March 16, 2021, between the City of Yuba City and Interwest Homes Corp. as a condition of approval for Subdivision Map No. 20-04; and

WHEREAS, said work of improvements called for by said Agreement for street and related improvements was completed to the satisfaction of the City, and a maintenance bond insuring the work of improvements from a maintenance standpoint for a period of one (1) year from and after completion has been provided.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Yuba City hereby accepts the work performed on those certain improvements, the subject of the Subdivision Agreement between the City of Yuba City and Interwest Homes Corp., and authorizes and directs the Subdivider to execute and record a Notice of Completion in connection with said work of improvement.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of May, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

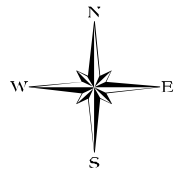
ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



East Sanborn Estates
Tentative Subdivision Map 20-04

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Hooper Ranch Subdivision (Acceptance of Public Improvements)
Recommendation: Adopt a Resolution accepting certain street and related improvements pursuant to the Hooper Ranch Estates Subdivision Agreement with Riverland Homes, Inc., and authorizing the Subdivider to file a Notice of Completion. (Subdivision is located north of Monroe Road, west of Hooper Road, and south of Jefferson Avenue)
Fiscal Impact: City will become responsible for maintenance costs of the public improvements

Purpose:

To accept the infrastructure improvements associated with the Hooper Ranch Estates Development for public use and initiate the one (1) year warranty period.

Council's Strategic Goal:

Acceptance of these improvements coordinates with the Council Strategic Goal related to infrastructure. The action is necessary to comply with the Development Subdivision Agreement and transfer the private development to public infrastructure.

Background:

On June 15, 2021, Council authorized Resolution No. 21-082 to execute a Subdivision Agreement with the Subdivider, Riverland Homes, Inc., regarding the development of the Hooper Ranch Estates Subdivision (SM 20-03) (Attachment 2). Per the agreement, the Subdivider was to construct the determined improvements and, upon completion, dedicate and offer the improvements to the City to constitute public improvements.

Analysis:

The Hooper Ranch Estates Subdivision street and related improvements have been constructed to the satisfaction of the City. At this time, the Subdivider is requesting acceptance of the improvements so that the one (1) year warranty period can begin. All of the required improvements within the subdivision have been constructed in conformance with the approved plans and specifications. With the acceptance, the Subdivider will provide security for the guarantee and warranty of the work in the

amount of 10% of the cost of the improvements, which equates to \$148,617.70.

Fiscal Impact:

With the acceptance of the improvements, the City will become responsible for the maintenance of the public improvements, including the water, sewer, storm-drain lines, streets, streetlights, and landscaping. Residents within the subdivision will participate in Lighting and Landscape Maintenance District No. 5C_10, which will pay for the proportional share of the maintenance of the streetlights and landscaping. Maintenance costs for the water and sewer lines will come from the Water Enterprise and Sewer Enterprise funds, respectively, and maintenance of the streets and storm drains will be funded with road funds and the established Community Facilities District for the subdivision.

Alternatives:

There is no reasonable alternative to the recommended action.

Recommendation:

Adopt a Resolution accepting certain street and related improvements pursuant to the Hooper Ranch Estates Subdivision Map Agreement with Riverland Homes, Inc., and authorizing the Subdivider to file a Notice of Completion. (Subdivision is located north of Monroe Road, west of Hooper Road, and south of Jefferson Avenue).

Attachments:

1. Resolution - Hooper Ranch Estates Subdivision (Acceptance of Public Improvements)
2. Hooper Ranch Estates Map

Prepared By:

Kevin Bradford
Deputy Public Works Director – Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ACCEPTING CERTAIN STREET AND RELATED IMPROVEMENTS
PURSUANT TO THE HOOPER RANCH ESTATES SUBDIVISION
AGREEMENT DATED JUNE 15, 2021, BETWEEN THE CITY OF YUBA CITY
AND RIVERLAND HOMES, INC., AND DIRECTING THE SUBDIVIDER TO
FILE THE NOTICE OF COMPLETION.**

WHEREAS, the City of Yuba City (City) has heretofore contracted with Riverland Homes, Inc. for certain work pursuant to that Hooper Ranch Estates Subdivision Agreement dated June 15, 2021, between the City of Yuba City and Riverland Homes, Inc. as a condition of approval for Subdivision Map No. 20-03; and

WHEREAS, said work of improvements called for by said Agreement for street and related improvements was completed to the satisfaction of the City, and a maintenance bond insuring the work of improvements from a maintenance standpoint for a period of one (1) year from and after completion has been provided.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Yuba City hereby accepts the work performed on those certain improvements, the subject of the Subdivision Agreement between the City of Yuba City and Riverland Homes, Inc., and authorizes and directs the Subdivider to execute and record a Notice of Completion in connection with said work of improvement.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of May, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

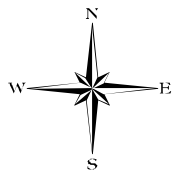


Figure 1: Hooper Ranch Estates Phase 2
Tentative Subdivision Map 20-03

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Domain Estates Phase 3 (Annexation #2 of property in CFD 2021-1)
Recommendation: Adopt a Resolution annexing a certain area, Domain Estates Phase 3, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the First Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter
Fiscal Impact: This CFD will provide \$485.80 per single family unit, with provisions for inflation factor increases

Purpose:

To ensure new residential development pays for its impact on City services through a Community Facilities District (CFD).

Council's Strategic Goals:

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

Background:

The City's adopted Policy and Conditions of Approval for new residential development include a requirement that the development pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. On January 27, 2021, the Planning Commission approved Tentative Map SM 20-05, Domain Estates Phase 3, to subdivide a 4.11-acre parcel into 13 single family residential parcels located west of Blevin Road, and north of Janice Way. Planning Commission Condition of Approval No. 27 contains the requirement to pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs.

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

1. Police

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

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

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

Analysis:

The Developer of Domain Estates Phase 3 has executed an Unanimous Approval of Annexation to a Community Facilities District (CFD 2021-1) to satisfy this condition. Domain Estates Phase 3 will be the second property to annex to CFD 2021-1 (Annexation No. 2), and will be subject to the special taxes therein.

In Resolution 21-048, Council directed the preparation of the Report for CFD 2021-1 to show the services to be provided in CFD 2021-1. The Hearing Report for CFD 2021-1 follows the same methodology used in the formation of CFD 2017-1, which initially established a maximum levy of \$425 annually per single family residential unit with an escalation factor equal to the percentage escalation of the City's combined Police and Fire Department budgets, up to a maximum escalation of 4 percent. The current levy in fiscal year 2021/22 is \$485.80 annually per single family residential unit and \$354.35 annually per multi-family residential unit, which will be subject to future escalation in accordance with the rate and method of apportionment of the special tax.

A Notice of Special Tax Lien is to be recorded concurrently with the boundary map (Annexation No. 2 – Domain Estates Phase 3) in the Office of the County Recorder for the County of Sutter, State of California. The lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax within the area of Annexation No. 2 (Domain Estates Phase 3).

Fiscal Impact:

A total of 13 residential parcels are contained in Domain Estates Phase 3 resulting in a total current annual levy of \$6,315.40, based on fiscal year 2021/22 rates.

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

Alternatives:

Do not adopt a Resolution annexing Domain Estates Phase 3 into CFD No. 2021-1 to fund Municipal Services, and direct staff on other acceptable means of assuring this development contributes its fair share of impact to services.

Recommendation:

Adopt a Resolution annexing a certain area, Domain Estates Phase 3, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the First Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter.

Attachments:

1. Resolution - Domain Estates Phase 3 (Annexation #1 of property in CFD 2021-1)
2. First Amendment to Notice of Special Tax Lien - Domain Estates Phase 3 (Annexation #1 of property in CFD 2021-1)

Prepared By:

Kevin Bradford
Deputy Public Works Director – Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MUNICIPAL SERVICES) APPROVING ANNEXATION NO. 2 (DOMAIN ESTATES PHASE 3) TO SAID DISTRICT RELATING TO THE PROPERTY LOCATED WEST OF BLEVIN ROAD, AND NORTH OF JANICE WAY WITHIN THE FUTURE ANNEXATION AREA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council now wishes to approve this Annexation No. 2 of the Property pursuant to the simplified process for annexations under Sections 53328.1, 53339.7 and/or 53339.8 of the Act and add Annexation No. 2 (Domain Estates Phase 3) as part of the CFD.

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

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

2. Unanimous Approval. The City Council hereby receives and files the Unanimous Approval as Annexation No. 2 (Domain Estates Phase 3) to the CFD, and hereby further authorizes and directs the officers of the City to do any and all things to execute and delivery all documents they may deem necessary or advisable in order to consummate the transaction described herein and to effectuate the purpose of this Resolution.

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

4. Consolidation of Annexed Map. The City Council hereby determines that the territory described in Exhibit C hereto, and further defined in the map entitled "Annexation Map No. 2 (Domain Estates Phase 3) of City of Yuba City Community Facilities District No. 2021-1 (Municipal Services), City of Yuba City, County of Sutter, State of California" which is on file with the City Clerk, is added to and part of the CFD with full effect. The City Clerk is hereby authorized and directed to endorse the certificates set forth on the map and to record the map in accordance with the provisions of Sections 3111, 3113 and 3113.5 of the Streets and Highways Code of the State of California.

5. Validity of Procedures. The City Council hereby finds and determines that all prior proceedings and actions taken by the City Council pursuant to the Act in connection with the formation, voluntary annexation area and annexation of territory to the CFD, including this Annexation No. 2 (Domain Estates Phase 3), were and are valid and in conformity with the Act.

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

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

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

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

Exhibits:

- A. Assessor parcel Numbers and Owners of Land
- B. Unanimous Approval
 - a) Exhibit A – Description of Services
 - b) Exhibit B – Annexation No. 2, Rate and Method of Apportionment
 - c) Exhibit C – Annexation Map No. 2 of Domain Estates Phase 3

EXHIBIT A

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

ANNEXATION NO. 2 (DOMAIN ESTATES PHASE 3)

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND

Assessor Parcel No(s)

59-530-027

Name of Property Owner

Crowne Communities Domain Estates LLC

That will become 13 lots with assessor parcel numbers

59-620-XXX	Crowne Communities Domain Estates LLC
59-620-XXX	Crowne Communities Domain Estates LLC
59-620-XXX	Crowne Communities Domain Estates LLC
59-620-XXX	Crowne Communities Domain Estates LLC
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59-620-XXX	Crowne Communities Domain Estates LLC
59-620-XXX	Crowne Communities Domain Estates LLC
59-620-XXX	Crowne Communities Domain Estates LLC

EXHIBIT B

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

ANNEXATION NO. 2 (DOMAIN ESTATES PHASE 3)

UNANIMOUS APPROVAL

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District and Related Matters
City of Yuba City
Community Facilities District No. 2021-1
(Municipal Services)

Annexation No. 2 (Domain Estates Phase 3)

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

Members of the City Council:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Assessor's Parcel Number(s):

APN	Acreage	Anticipated Units	Property Owner
59-530-027	4.11	13	Crowne Communities Domain Estates LLC

Acres: 4.11

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

Annexation No. 2 (Domain Estates Phase 3)

Property Owner

By: Crowne Communities Domain Estates LLC

By: _____

Name: Kal Takhar

Title: _____

Notice Address

Crowne Communities Domain Estates LLC

319 Teegarden Avenue

Yuba City, California 95991

EXHIBIT A

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

DESCRIPTION OF SERVICES

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

PUBLIC SERVICES

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

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

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

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

EXHIBIT B

City of Yuba City

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

RATE AND METHOD OF APPORTIONMENT

The Special Tax shall be levied in Annexation No. 2 (Domain Estates Phase 3) in accordance with the Rate and Method of Apportionment of Special Tax for City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) pursuant to the rate set forth in the attachment hereto.

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

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

"County" means Sutter County, California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

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

B. MAXIMUM SPECIAL TAX RATE

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

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

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

Table 1

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

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

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

D. LIMITATIONS

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

E. FUTURE ANNEXATIONS

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

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

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

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

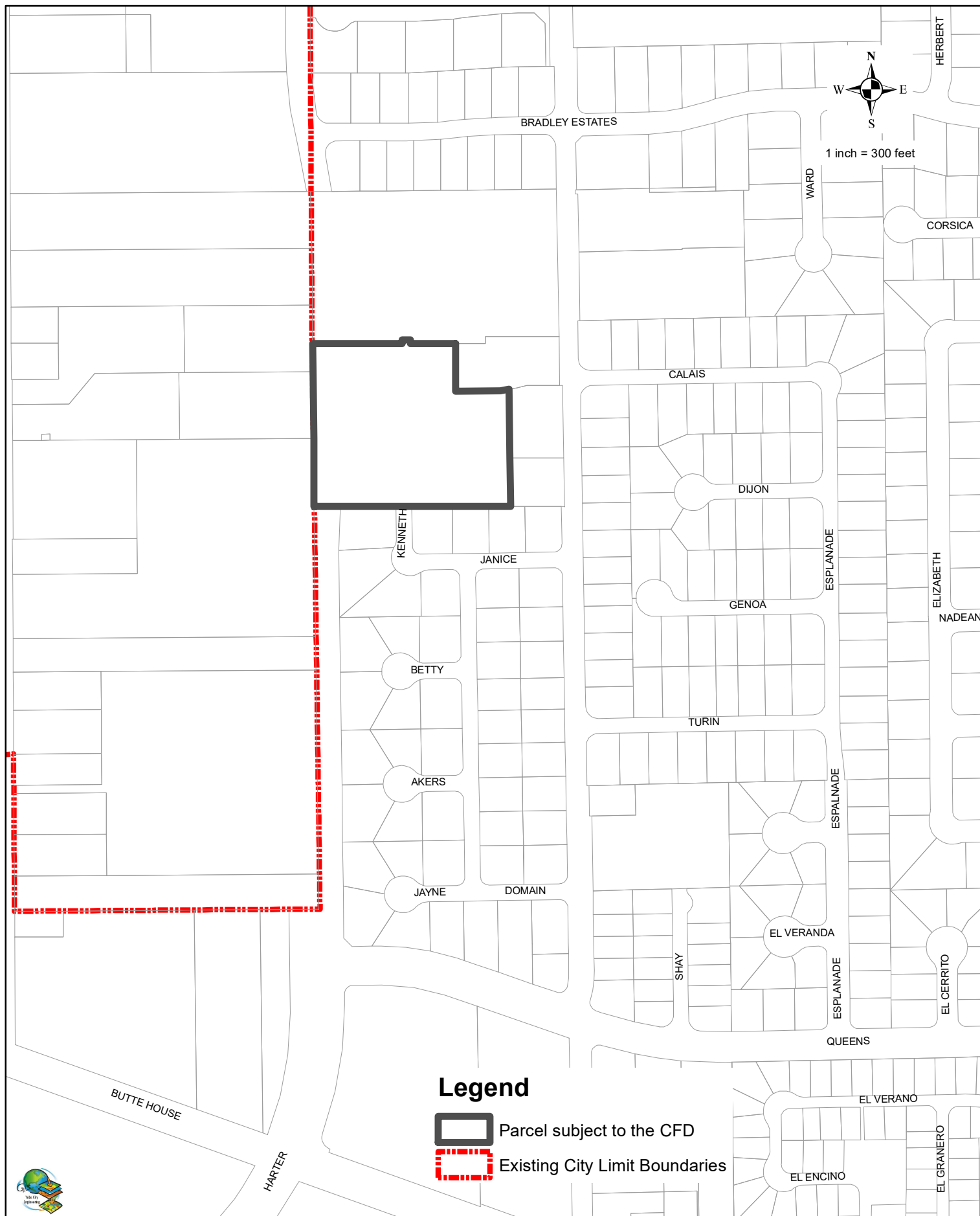
EXHIBIT C

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

**ANNEXATION MAP NO. 2 OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1
DOMAIN ESTATES PHASE 3**

Proposed Boundary Map of CFD No. 2021-1 Annexation No. 2

Domain Estates Phase 3 City of Yuba City, Sutter County, California



ATTACHMENT 2

RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

City of Yuba City
Attn: City Clerk
1201 Civic Center Boulevard
Yuba City, California 95993

FIRST AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

**City of Yuba City
Community Facilities District No. 2021-1
(Municipal Services)
Annexation No. 2 (Domain Estates Phase 3)**

Pursuant to the requirements of Sections 3114.5 and 3117.5 of the Streets and Highways Code and Government Code Section 53311, et seq., the undersigned City Clerk of the City of Yuba City, acting on behalf of City of Yuba City Community Facilities District No. 2021-1 (Municipal Services) (the "CFD"), HEREBY GIVES NOTICE that a lien is hereby imposed on taxable property within the property described herein ("Annexation No. 2 (Domain Estates Phase 3)", which has been annexed to the CFD to secure payment of a special tax ("Special Tax") which the City Council of the City of Yuba City (the "City"), County of Sutter (the "County"), State of California, is authorized to annually levy for the following purpose of financing the following services:

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

(g) costs incurred by the City and or County in formation of the district, annexation and annual contract administration.

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

The Special Tax is authorized to be levied within the CFD that has now been officially formed and includes Annexation No. 2 (Domain Estates Phase 3) and the lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax and which shall continue in force and effect until the special tax obligation is prepaid, if applicable, permanently satisfied, and canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

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

Notice is further given that upon the recording of this notice in the Office of the County Recorder of Sutter County, the obligation to pay the Special Tax levy shall become a lien upon all non-exempt real property within the area of Annexation No. 2 (Domain Estates Phase 3) in accordance with Sections 3114.5, 3115.5 and 3117.5 of the Streets and Highways Code.

The (a) names of the owner(s) of the real property included within the annexed property to the CFD as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within Annexation No. 2 (Domain Estates Phase 3) to the CFD and not exempt from the special tax, are as set forth on the attached, referenced and incorporated Exhibit B.

Reference is made to the boundary map of the Annexation No. 2 (Domain Estates Phase 3) to the CFD recorded concurrently herewith in the Book of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder

for the County of Sutter, State of California, which map is now the final boundary map of Annexation No. 2 (Domain Estates Phase 3) to the CFD. The Boundary Map of the original district is Recorded as Document No. 2021-0012517 in Book 3 of Assessment and Community Facilities Districts at Pages 93 through 96, in the Office of the County Recorder of the County of Sutter, State of California.

Reference hereby is made to the Amendment to Notice of Special Tax Lien to the CFD recorded as Document No. 2021-0012518 in the Records of the County Recorder of the County of Sutter.

For further information concerning the current and estimated tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City of Yuba City, City Hall, Finance Director, 1201 Civic Center Boulevard Yuba City, California 95993, telephone number (530) 822-4618.

Dated: As of May 17, 2022

By:

Ciara Wakefield, Deputy City Clerk
City of Yuba City

EXHIBIT A

See Rate and Method of Apportionment Attached

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

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

"County" means Sutter County, California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

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

B. MAXIMUM SPECIAL TAX RATE

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

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

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

Table 1

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

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

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

D. LIMITATIONS

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

E. FUTURE ANNEXATIONS

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

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

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

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

EXHIBIT B

APN	OWNER
59-530-027	Crowne Communities Domain Estates LLC

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Faith Court Subdivision (Annexation #1 of property in CFD 2021-1)
Recommendation: Adopt a Resolution annexing a certain area, Faith Court Subdivision, within the City Limits into an existing Community Facilities District (CFD No. 2021-1) to fund municipal services, and filing said Resolution, along with the First Amendment to the Notice of Special Tax Lien, in the office of County Recorder of the County of Sutter
Fiscal Impact: This CFD will provide \$485.80 per single family unit, with provisions for inflation factor increases

Purpose:

To ensure new residential development pays for its impact on City services through a Community Facilities District (CFD).

Council's Strategic Goals:

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

Background:

The City's standard adopted policy and Conditions of Approval for new residential development include a requirement that the development pay for its share of operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs. On March 24, 2021, the Planning Commission approved Tentative Map SM 20-01, Faith Court Subdivision, to subdivide a 4-acre parcel into 17 single family residential parcels west of the Live Oak Canal, east of Royo Ranchero Drive, and south of Monroe Road. Planning Commission Condition of Approval No. 34 contains the requirement to pay for operations and/or maintenance for police, fire, parks, drainage, and ongoing street maintenance costs.

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

1. Police

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

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

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

Analysis:

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

In Resolution 21-048, Council directed the preparation of the Report for CFD 2021-1 to show the services to be provided in CFD 2021-1. The Hearing Report for CFD 2021-1 follows the same methodology used in the formation of CFD 2017-1, which initially established a maximum levy of \$425 annually per single family residential unit with an escalation factor equal to the percentage escalation of the City's combined Police and Fire Department budgets, up to a maximum escalation of 4 percent. The current levy in fiscal year 2021/22 is \$485.80 annually per single family residential unit and \$354.35 annually per multi-family residential unit, which will be subject to future escalation in accordance with the rate and method of apportionment of the special tax.

A Notice of Special Tax Lien is to be recorded concurrently with the boundary map (Annexation No.1 – Faith Court Subdivision) in the Office of the County Recorder for the County of Sutter, State of California. The lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax within the area of Annexation No. 1 (Faith Court Subdivision).

Fiscal Impact:

A total of 17 residential parcels are contained in Faith Court Subdivision resulting in a total current annual levy of \$8,258.60, based on fiscal year 2021/22 rates.

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

Alternatives:

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

Recommendation:

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

Attachments:

1. Resolution - Faith Court Subdivision (Annexation #1 of property in CFD 2021-1)
2. First Amendment to Notice of Special Tax Lien - Faith Court Subdivision (Annexation #1 of property in CFD 2021-1)

Prepared By:

Kevin Bradford
Deputy Public Works Director – Engineering

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE CITY OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1 (MUNICIPAL SERVICES) APPROVING ANNEXATION NO. 1 (FAITH COURT SUBDIVISION) TO SAID DISTRICT RELATING TO THE PROPERTY LOCATED SOUTH OF MONROE ROAD, WEST OF THE LIVE OAK CANAL, AND EAST OF ROYO RANCHERO DRIVE WITHIN THE FUTURE ANNEXATION AREA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Council now wishes to approve this Annexation No. 1 of the Property pursuant to the simplified process for annexations under Sections 53328.1, 53339.7 and/or 53339.8 of the Act and add Annexation No. 1 (Faith Court Subdivision) as part of the CFD.

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

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

2. Unanimous Approval. The City Council hereby receives and files the Unanimous Approval as Annexation No. 1 (Faith Court Subdivision) to the CFD, and hereby further authorizes and directs the officers of the City to do any and all things to execute and delivery all documents they may deem necessary or advisable in order to consummate the transaction described herein and to effectuate the purpose of this Resolution.

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

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

5. Validity of Procedures. The City Council hereby finds and determines that all prior proceedings and actions taken by the City Council pursuant to the Act in connection with the formation, voluntary annexation area and annexation of territory to the CFD, including this Annexation No. 1 (Faith Court Subdivision), were and are valid and in conformity with the Act.

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

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

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

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

Exhibits:

- A. Assessor parcel Numbers and Owners of Land
- B. Unanimous Approval
 - a) Exhibit A – Description of Services
 - b) Exhibit B – Annexation No. 1, Rate and Method of Apportionment
 - c) Exhibit C – Annexation Map No. 1 of Faith Court Subdivision

EXHIBIT A

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

ANNEXATION NO. 1 (FAITH COURT SUBDIVISION)

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND

<u>Assessor Parcel No(s)</u>	<u>Name of Property Owner</u>
62-420-001**	Faith, LLC, a California Limited Liability Company
62-420-002**	Faith, LLC, a California Limited Liability Company
62-420-003**	Faith, LLC, a California Limited Liability Company
62-420-004**	Faith, LLC, a California Limited Liability Company
62-420-005**	Faith, LLC, a California Limited Liability Company
62-420-006**	Faith, LLC, a California Limited Liability Company
62-420-007**	Faith, LLC, a California Limited Liability Company
62-420-008**	Faith, LLC, a California Limited Liability Company
62-420-009**	Faith, LLC, a California Limited Liability Company
62-420-010**	Faith, LLC, a California Limited Liability Company

That will become 17 lots with assessor parcel numbers

62-420-XXX	Faith, LLC, a California Limited Liability Company
62-420-XXX	Faith, LLC, a California Limited Liability Company
62-420-XXX	Faith, LLC, a California Limited Liability Company
62-420-XXX	Faith, LLC, a California Limited Liability Company
62-420-XXX	Faith, LLC, a California Limited Liability Company
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62-420-XXX	Faith, LLC, a California Limited Liability Company
62-420-XXX	Faith, LLC, a California Limited Liability Company
62-420-XXX	Faith, LLC, a California Limited Liability Company

**The subject parcels were formerly a portion of assessor parcel number 62-020-073

EXHIBIT B

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

ANNEXATION NO. 1 (FAITH COURT SUBDIVISION)

UNANIMOUS APPROVAL

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District and Related Matters
City of Yuba City
Community Facilities District No. 2021-1
(Municipal Services)

Annexation No. 1 (Faith Court Subdivision)

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

Members of the City Council:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Assessor's Parcel Number(s):

APN	Acreage	Anticipated Units	Property Owner
62-420-001	0.29	17	Faith, LLC, A California Limited Liability Company
62-420-002	0.31		
62-420-003	0.31		
62-420-004	0.30		
62-420-005	0.39		
62-420-006	0.39		
62-420-007	0.3		
62-420-008	0.31		
62-420-009	0.31		
62-420-0010	0.29		

Acres: 4.11

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

Annexation No. 1 (Faith Court Subdivision)

Property Owner

By: Faith, LLC, A California Limited Liability
Company

By: _____

Name: Kurt Hilbers

Title: _____

Notice Address

Faith, LLC, A California Limited Liability Company

770 North Walton Avenue

Yuba City, California 95993

EXHIBIT A

Yuba City

Community Facilities District No. 2021-1

(Municipal Services)

DESCRIPTION OF SERVICES

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

PUBLIC SERVICES

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

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

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

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

EXHIBIT B

City of Yuba City

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

RATE AND METHOD OF APPORTIONMENT

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

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

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

"County" means Sutter County, California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

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

B. MAXIMUM SPECIAL TAX RATE

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

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

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

Table 1

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

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

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

D. LIMITATIONS

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

E. FUTURE ANNEXATIONS

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

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

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

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

EXHIBIT C

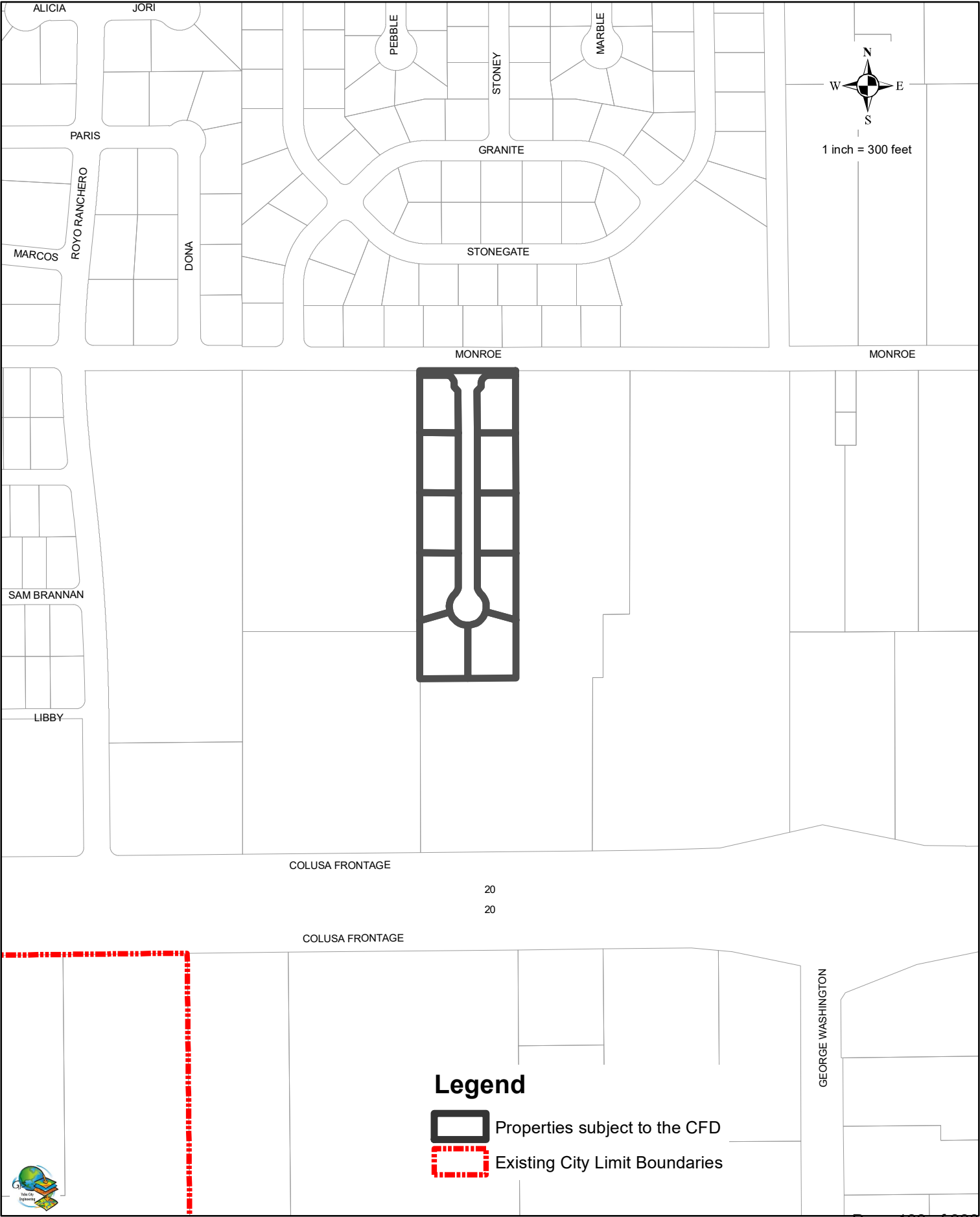
**CITY OF YUBA CITY
COMMUNITY FACILITIES DISTRICT NO. 2021-1
(MUNICIPAL SERVICES)**

**ANNEXATION MAP NO. 1 OF YUBA CITY COMMUNITY FACILITIES DISTRICT NO. 2021-1
FAITH COURT SUBDIVISION**

Proposed Boundary Map of CFD No. 2021-1 Annexation No. 1

Faith Court

City of Yuba City, Sutter County, California



ATTACHMENT 2

RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

City of Yuba City
Attn: City Clerk
1201 Civic Center Boulevard
Yuba City, California 95993

FIRST AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

**City of Yuba City
Community Facilities District No. 2021-1
(Municipal Services)
Annexation No. 1 (Faith Court)**

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

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

(g) costs incurred by the City and or County in formation of the district, annexation and annual contract administration.

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

The Special Tax is authorized to be levied within the CFD that has now been officially formed and includes Annexation No. 1 (Faith Court) and the lien of the Special Tax is a continuing lien which shall secure each annual levy of the Special Tax and which shall continue in force and effect until the special tax obligation is prepaid, if applicable, permanently satisfied, and canceled in accordance with law or until the Special Tax ceases to be levied and a notice of cessation of Special Tax is recorded in accordance with Section 53330.5 of the Government Code.

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

Notice is further given that upon the recording of this notice in the Office of the County Recorder of Sutter County, the obligation to pay the Special Tax levy shall become a lien upon all non-exempt real property within the area of Annexation No. 1 (Faith Court) in accordance with Sections 3114.5, 3115.5 and 3117.5 of the Streets and Highways Code.

The (a) names of the owner(s) of the real property included within the annexed property to the CFD as they appear on the last secured assessment roll as of the date of recording of this Notice and (b) the Assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included within Annexation No. 1 (Faith Court) to the CFD and not exempt from the special tax, are as set forth on the attached, referenced and incorporated Exhibit B.

Reference is made to the boundary map of the Annexation No. 1 (Faith Court) to the CFD recorded concurrently herewith in the Book of Maps of Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Sutter, State of California, which map is now the final boundary map of Annexation

No. 1 (Faith Court) to the CFD. The Boundary Map of the original district is Recorded as Document No. 2021-0012517 in Book 3 of Assessment and Community Facilities Districts at Pages 93 through 96, in the Office of the County Recorder of the County of Sutter, State of California.

Reference hereby is made to the Amendment to Notice of Special Tax Lien to the CFD recorded as Document No. 2021-0012518 in the Records of the County Recorder of the County of Sutter.

For further information concerning the current and estimated tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the City of Yuba City, City Hall, Finance Director, 1201 Civic Center Boulevard Yuba City, California 95993, telephone number (530) 822-4618.

Dated: As of May 17, 2022

By:

Ciara Wakefield, Deputy City Clerk
City of Yuba City

EXHIBIT A

See Rate and Method of Apportionment Attached

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

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

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

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

"Base Year" means Fiscal Year 2020-2021.

"City" means the City of Yuba City.

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

"County" means Sutter County, California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CATEGORIZING PARCELS FOR ANNUAL TAX LEVY

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

B. MAXIMUM SPECIAL TAX RATE

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

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

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

Table 1

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

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

C. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

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

D. LIMITATIONS

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

E. FUTURE ANNEXATIONS

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

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

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

F. INTERPRETATION OF SPECIAL TAX FORMULA

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

G. TERM

The Special Tax shall be collected in perpetuity.

H. APPEALS

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

EXHIBIT B

APN	OWNER
62-420-001	Faith, LLC, a California Limited Liability Company
62-420-002	Faith, LLC, a California Limited Liability Company
62-420-003	Faith, LLC, a California Limited Liability Company
62-420-004	Faith, LLC, a California Limited Liability Company
62-420-005	Faith, LLC, a California Limited Liability Company
62-420-006	Faith, LLC, a California Limited Liability Company
62-420-007	Faith, LLC, a California Limited Liability Company
62-420-008	Faith, LLC, a California Limited Liability Company
62-420-009	Faith, LLC, a California Limited Liability Company
62-420-010	Faith, LLC, a California Limited Liability Company

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit H_4 (Faith Court Subdivision)

Recommendation: Adopt a Resolution confirming and ordering annexation of the parcels associated with the Faith Court Subdivision, APNs 62-420-001 through 62-420-010 into the existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit H_4 and establishing a levy of assessments for the annexed territory

Fiscal Impact: \$34.57 per lot, \$587.69 total annual revenue, with an inflation index

Purpose:

To fund the ongoing operation, maintenance, and administration of street lighting.

Council Strategic Goal:

Annexing this subdivision into a Lighting and Landscape Maintenance District (LLMD) addresses the City Council's Strategic Goal of maintaining infrastructure, as the LLMD will ensure that street lighting is maintained and in operation.

Background:

The existing LLMD No. 5, Zone of Benefit H_4 was established in 2005 for the Bay Drive Estates Subdivision, with a fee per parcel for the operation and maintenance costs associated with street lights. The fee per parcel for Zone of Benefit H_4 was determined by taking the original per parcel assessment from LLMD No. 5, Zone of Benefit H (Phalla Estates), formed in 2000, and increasing the per parcel rate from 2000 dollars to 2005 dollars.

Currently, the Faith Court Subdivision at Assessor's Parcel Numbers (APNs) 62-420-001 through 62-420-010 is requesting to be included into this Zone of Benefit, as required through their conditions of approval for Tentative Subdivision Map 20-01. Additionally, the subject parcels are planned to be split into 17 parcels. In order to determine the assessment for these 17 parcels, the original assessment for Zone of Benefit H_4 will need to be increased to today's dollars using the Consumer Price Index (CPI).

The City has created and modified several LLMDs to encompass a number of commercial projects and subdivisions over the past few years. The process of annexing to an existing District consists of

adopting multiple City Council Resolutions, holding Public Hearings, and observing rights of majority protests.

Analysis:

The Public Notice procedure can be waived and an expedited process can be substituted at the request of the property owners requesting to be annexed into the District. The authorized representatives of the Faith Court Subdivision have requested to waive the Public Hearing proceedings, which has allowed the City to utilize the expedited process in order to annex the parcels associated with the Faith Court Subdivision into the existing LLMD No. 5, Zone of Benefit H_4.

The expedited process consists of the City Council adopting a single Resolution which confirms and orders the annexation of the new territory into the existing Zone of Benefit and order a levy of assessments for said Zone of Benefit. The levy amounts have been established by City staff through the creation of an Engineer's Report for the Zone of Benefit. The Engineer's Report contains a detailed estimate of annual costs to energize and maintain the streetlights within the Zone of Benefit (Attachment 2).

Once the Resolution has been adopted, the City will file the Engineer's Report with the City Clerk. The information will then be provided to the Sutter County Auditor-Controller so that the properties can be assessed accordingly.

Fiscal Impact:

Revenue from the assessed parcels is to be used to provide maintenance services and district administrative costs. The Engineer's Report for the Yuba City Lighting and Landscape Maintenance District No. 5 Zone of Benefit H_4 has determined that the annual assessed amount for the parcels being annexed into the Zone of Benefit is \$34.57 per lot, or \$587.69 total annually, and is subject to an annual inflation increase.

Alternatives:

1. Do not adopt the following Resolution and fund the operation and maintenance of the street lights from alternate sources.
2. Direct staff to begin the typical longform Lighting and Landscape Maintenance District annexation procedure.

Recommendation:

Adopt a Resolution confirming and ordering annexation of the parcels associated with the Faith Court Subdivision, APNs 62-420-001 through 62-420-010 into the existing Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit H_4 and establishing a levy of assessments for the annexed territory.

Attachments:

1. Resolution - Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit H_4 (Faith Court Subdivision) with Exhibits
2. Engineer's Report – LLMD No. 5, Zone of Benefit H_4
3. Waive Public Hearing Letter

Prepared By:

Submitted By:

Josh Wolffe
Associate Civil Engineer

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING AND ORDERING ANNEXATION OF THE PARCELS ASSOCIATED
WITH FAITH COURT SUBDIVISION, APNs 62-420-001 THROUGH 62-420-010, INTO
THE EXISTING YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT
NO. 5, ZONE OF BENEFIT H_4 AND ESTABLISHING A LEVY OF ASSESSMENTS
FOR THE ANNEXED TERRITORY**

WHEREAS, the City of Yuba City, pursuant to the provisions of the Lighting and Landscaping Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (commencing with Section 22500) (the "Act"), previously established Yuba City Lighting and Landscape Maintenance District ("District") No. 5, and has levied and collected the annual assessments for said District No. 5; and

WHEREAS, assessments levied within the District provide revenue for the purpose of financing the maintenance of certain public projects eligible under the Act, including without limitation the operation, maintenance, and servicing of public streetlights; and

WHEREAS, certain property owners have requested their property to be annexed into District No. 5, Zone of Benefit H_4 and

WHEREAS, in annexation proceedings, the resolutions, report, notices of hearing, and right of majority protest shall be waived with the written consent of all of the owners of property within the territory to be annexed, and mailed notice may be dispensed with as to all property owners who shall have filed a written request for the annexation of their property; and

WHEREAS, pursuant to Section 22608 of the Streets and Highways Code, the property owners have provided written consent waiving such items, and acknowledging the amount of levy and collection of assessments; and

WHEREAS, the resolutions, report, notices of hearing, right of majority protest, and mailed notice have been properly waived; and

WHEREAS, the City Council desires to annex the territory of the property owners to existing assessment District No. 5; designate the portion of the annexed territory into existing District No. 5 Zone of Benefit H_4, and set the levy and collection of assessments against the assessable lots and parcels of land for that portion of territory.

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

Section 1. The above recitals are true and correct, and are hereby incorporated herein by this reference.

Section 2. The City Council finds that the hearing on said annexation of territory and levy of assessment was held in accordance with law and all persons desiring to speak were heard, and that there was no majority protest by the property owners of the same.

Section 3. The City Council orders the territory identified in Exhibit "B" is annexed into existing assessment district Yuba City Lighting and Landscape Maintenance District No. 5 ("District"), Zone of Benefit H_4.

Section 4. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property within Zone of Benefit H_4 of the existing assessment district designated "Yuba City Lighting and Landscape Maintenance District No. 5" pursuant to the provisions of the Act, for the remainder of the fiscal year commencing July 1, 2021 and ending June 30, 2022, to pay for the costs and expenses of the improvements for Zone of Benefit H_4, at the assessment rate(s) set forth in Exhibit "A."

Section 5. The City Council hereby determines that the territory within Zone of Benefit H_4 of the District, whose boundaries are set forth in Exhibit "B," will be the territory benefited by the maintenance and servicing of the improvements.

Section 6. The City Council hereby orders the levy of the assessments described in said Exhibit "A."

Section 7. The City Council finds that the assessment diagram showing Zone of Benefit H_4 of the District, and also the subdivision of land within the District, as contained in Exhibit "B," be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements for that portion of the District.

Section 8. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Sutter County Auditor-Controller no later than May 20, 2022.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of May, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

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

Attachment(s):

Exhibit A – Assessment Roll
Exhibit B – Vicinity Map

EXHIBIT A

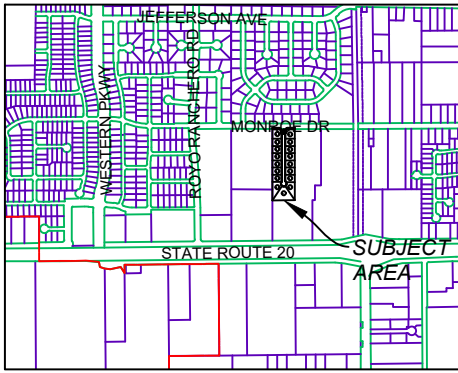
**PART C
ASSESSMENT ROLL**

**Yuba City Lighting and Landscape Maintenance District No. 5
ZONE OF BENEFIT H_4
(Faith Court Subdivision)**

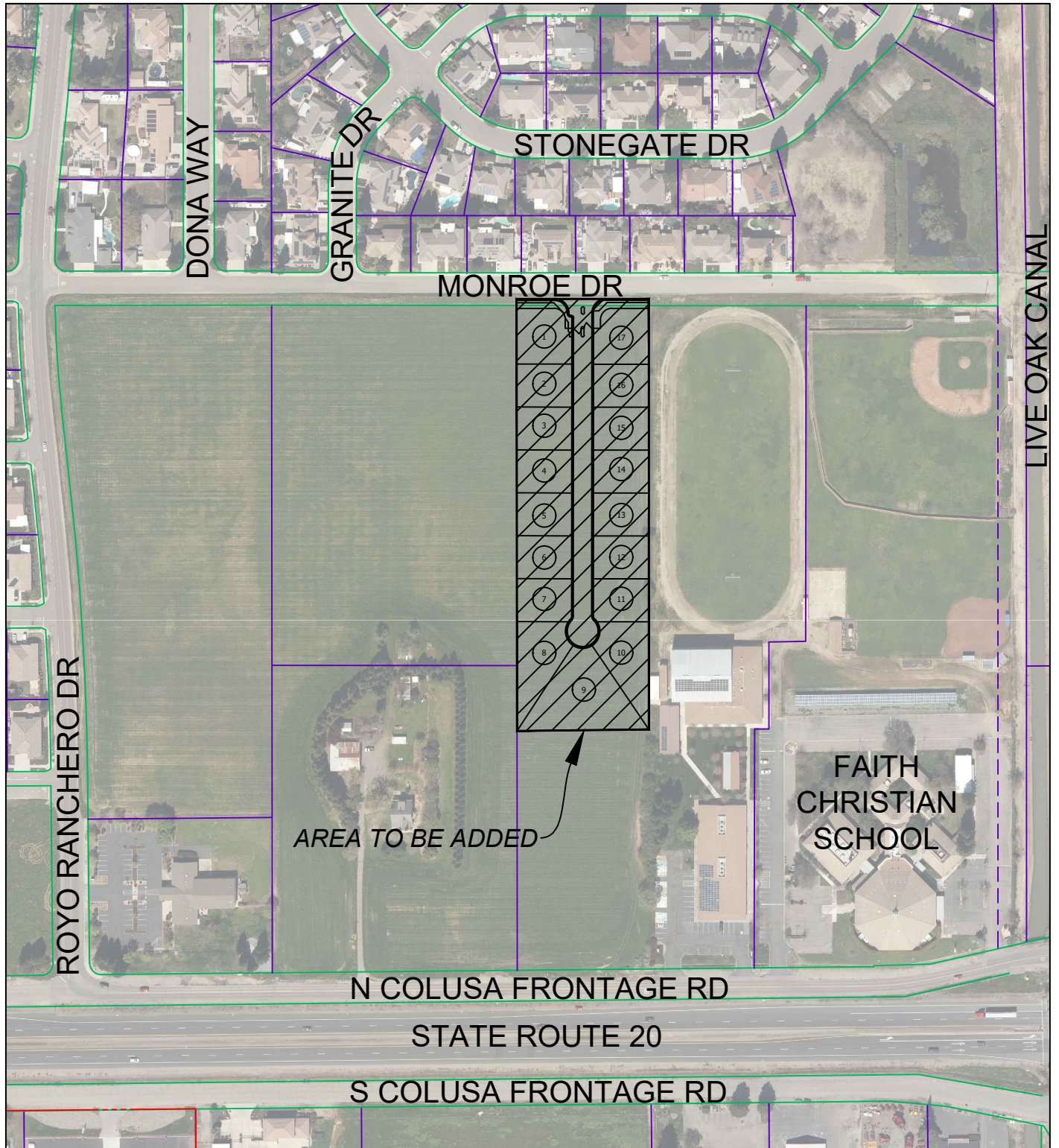
Assessment #	Assessor's #	Amount of Assmt.
1-17	62-420-TBD	\$ 34.57

EXHIBIT B

FAITH COURT SUBDIVISION
LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5
ZONE OF BENEFIT H_4



SCALE: 1" = 250'



ATTACHMENT 2

ENGINEER'S REPORT

YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 5



2021-2022
ZONE OF BENEFIT H_4
(Faith Court Subdivision)

**ENGINEER'S REPORT
FOR
YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 5
ZONE OF BENEFIT H_4
(Faith Court Subdivision)
(PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)**

The undersigned respectfully submits the enclosed report as directed by the City Council.

Benjamin Moody, Engineer of Work
City of Yuba City

Dated : _____

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with me on the ____ of _____, 2022.

Ciara Wakefield, Deputy City Clerk
City of Yuba City
Sutter County, California

By: _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was approved and confirmed by the City Council of the City of Yuba City, California, on the ____ of _____, 2022.

Ciara Wakefield, Deputy City Clerk
City of Yuba City
Sutter County, California

By : _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with the County Auditor of the County of Sutter, on the ____ of _____, 2022.

Ciara Wakefield, Deputy City Clerk
City of Yuba City
Sutter County, California

By: _____

ENGINEER'S REPORT
YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 5
ZONE OF BENEFIT H_4
(Faith Court Subdivision)

(Pursuant to the Landscaping and Lighting Act of 1972)

Benjamin Moody, Engineer of Work for the Yuba City Lighting and Landscape Maintenance District (LLMD) No. 5, Zone of Benefit H_4, City of Yuba City, County of Sutter County, California, makes this report as directed by City Council, pursuant to Section 22585 of the Streets and Highway Code (Landscape and Lighting Act of 1972).

The improvements to be maintained subject to this report include the street lighting as described within the original "Engineer's Report, Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit H_4, Bay Drive Estates #1." The area requesting annexation into District No. 5, Zone of Benefit H_4 includes: Faith Court Subdivision, Tentative Subdivision Map (TSM) 20-01, on the Assessor Parcel Numbers 62-420-001 through 62-420-010, located on the east side of Royo Ranchero Road, north of North Colusa Frontage Road, south of Monroe Road, and west of the Live Oak Canal. The subject parcels are to be split into 17 parcels.

This report consists of five parts, as follows:

Part A- Plans and specifications (the improvements to be maintained are not filed with the City Clerk, since this will be a maintenance district only).

Part B - An estimate of the cost of maintenance.

Part C - An assessment of the estimated cost of maintenance on each benefited parcel of land within the assessment district (see attached list).

Part D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Part E - A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,

Benjamin Moody
Engineer of Work
City of Yuba City

**PART A
PLANS AND SPECIFICATIONS**

**YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 5
ZONE OF BENEFIT H_4
(Faith Court Subdivision)**

This is a maintenance district only -- no plans or specifications are required.

PART B
ESTIMATE OF ANNUAL COST OF MAINTENANCE
Yuba City Lighting and Landscape Maintenance District No. 5
Zone of Benefit H_4
(3 Parcels)

Basis of Calculation
Faith Court Subdivision 20-01,

Background

The existing LLMD No. 5, Zone of Benefit H_4 was established in 2005 for the Bay Drive Estates Subdivision, with a fee per parcel for the operation and maintenance costs associated with street lights. The fee per parcel for Zone of Benefit H_4 was determined by taking the original per parcel assessment from LLMD No. 5, Zone of Benefit H (Phalla Estates), formed in 2000, and increasing the per parcel rate from 2000 dollars to 2005 dollars.

Currently, the Faith Court Subdivision at Assessor's Parcel Numbers (APNs) 62-420-001 through 62-420-010 is requesting to be included into this Zone of Benefit, as required through their conditions of approval for Tentative Subdivision Map 20-01. Additionally, the subject parcels are planned to be split into 17 parcels. In order to determine the assessment for these 17 parcels, the original assessment for Zone of Benefit H_4 will need to be increased to today's dollars using the Consumer Price Index (CPI).

Analysis

The original estimate for annual maintenance costs in this Zone of Benefit was as follows:

Yuba City Lighting and Landscape Maintenance District No. 5
Zone of Benefit H
(130 units)

Phalla Estates – Street Lighting Only

Street Lighting –		<u>Total</u>	<u>per Lot</u>
\$130.44/yr x 6 lights	=	<u>\$782.64</u>	<u>20.60</u>
Subtotal	=	\$782.64	20.60
2005 CPI multiplier (1.133)		886.92	23.34
10% Administration	=	<u>88.92</u>	<u>2.34</u>
Total Assessment =		975.84	25.68

The above calculations show the original annual cost for maintenance per parcel (\$20.60) for Zone of Benefit H being increased to \$25.68 per parcel for the formation of Zone of Benefit H_4 in 2005 through utilizing the CPI multiplier. The

below tables show the CPI and Multipliers for May of 2000, May of 2005, and January of 2021:

Consumer Price Index

Year	Consumer Price Index	Multiplier
May 2000	171.5	1.000
May 2005	194.4	1.133

Year	Consumer Price Index	Multiplier
May 2005	194.4	1.000
January 2021	261.582	1.346

In order to bring the 2005 per parcel assessment into January 2021 dollars, the CPI multiplier will be used.

Established Rate Per Parcel in 2005	= \$ 25.68
CPI Multiplier (1.346)	= \$ 34.57
10 % Administration (Included in 2005 Per Parcel Rate)	= \$ 0.00

Per Lot Assessment (17 Lots) = \$ 34.57

**PART C
ASSESSMENT ROLL**

**Yuba City Lighting and Landscape Maintenance District No. 5
ZONE OF BENEFIT H_4
(Faith Court Subdivision)**

Assessment #	Assessor's #	Amount of Assmt.
1-17	62-420-TBD	\$ 34.57

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT

Yuba City Lighting and Landscape Maintenance District No. 5
Zone of Benefit H_4
(Faith Court Subdivision)

All areas within the LLMD will share equally in the maintenance costs of the street lighting as described within the original “Engineer’s Report, Yuba City Lighting and Landscape Maintenance District No. 5, Zone of Benefit H_4, Bay Drive Estates #1.” The area requesting annexation into District 5, Zone of Benefit H_4 includes: Faith Court Subdivision, Tentative Subdivision Map (TSM) 20-01, on the Assessor Parcel Numbers 62-420-001 through 62-420-010, located on the east side of Royo Ranchero Road, north of North Colusa Frontage Road, south of Monroe Road, and west of the Live Oak Canal. The subject parcels are to be split into 17 parcels.

The proposed assessments upon assessable lots and parcels of land within the assessment district shall be adjusted annually on each January 1 to reflect changes from January of the previous year to January of the current year of the “All Urban Consumers” Consumer Price Index, US City Average, as compiled by the United States Department of Labor, Bureau of Labor Statistics.

A 10% administration charge was factored into the original assessment in order to cover the cost to administer the District.

Consumer Price Index

Year	Consumer Price Index	Multiplier
May 2005	194.4	1.000
January 2021	261.582	1.346

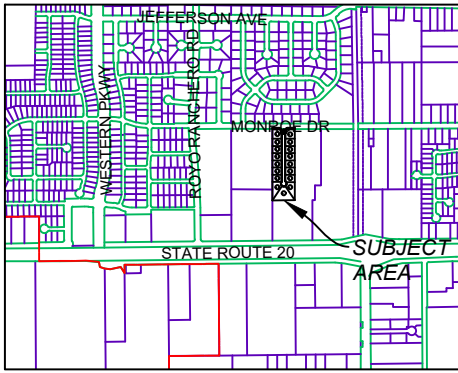
PART E

ASSESSMENT DIAGRAM

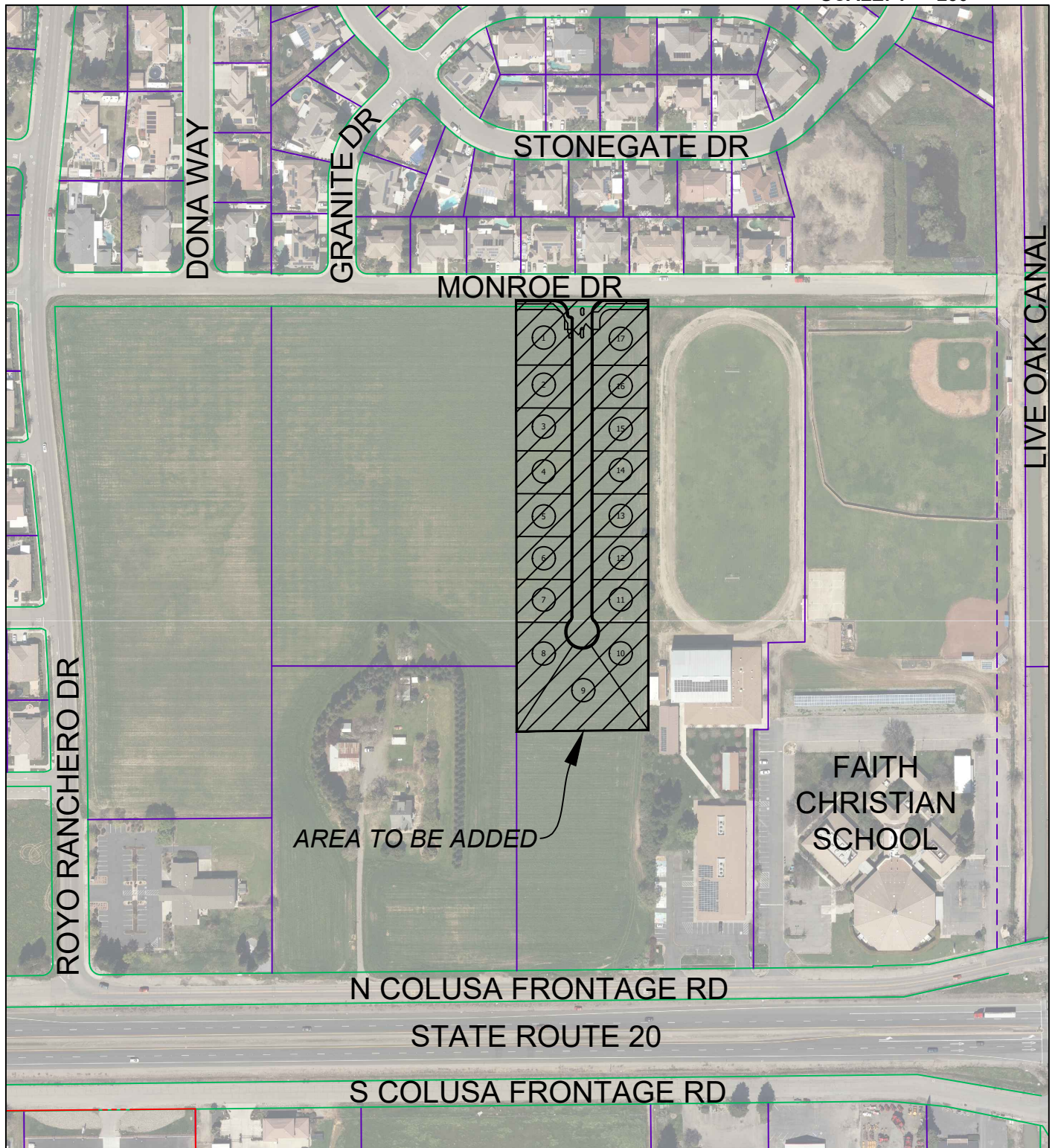
Yuba City Lighting and Landscape Maintenance District No. 5

**ZONE OF BENEFIT H_4
(Faith Court Subdivision)**

FAITH COURT SUBDIVISION
LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 5
ZONE OF BENEFIT H_4



SCALE: 1" = 250'



ATTACHMENT 3

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

Subject: Faith Court Subdivision
Lighting and Landscape Maintenance District Assessment Formation

Dear Mr. Bradford:

We are the owners/representatives of the property designated as Faith Court Subdivision, which is described as Assessor Parcel Numbers (APNs): 62-420-001 through 62-420-010, located on the east side of Royo Ranchero Road, north of North Colusa Frontage Road, south of Monroe Road, and west of the Live Oak Canal. The subject parcels are to be split into 17 parcels.

The subject property has been conditioned to request for the formation of a Lighting and Landscape Maintenance District, Zone of Benefit, as requested by the City, prior to the final map being filed.

Pursuant to Section 22608 of the Streets and Highways Code, we are waiving any resolutions, report, notices of hearing, and right of majority protest regarding the annexation of the subject property described above into Lighting and Landscape Maintenance District 5, Zone of Benefit H_4. I also acknowledge and agree that the subject property will be subject to a levy of an initial assessment in the amount of \$587.69 per year (\$34.57 per parcel, per year) as may be adjusted by a levy of annual assessments per Streets and Highways Code Section 22620 et seq.

It is hereby certified that the below signatures are that of the individuals authorized to sign on behalf of APNs 62-420-001 through 62-420-010. If you have any questions, please call Kristen Longwell at (530) 218-5978

Sincerely,



Kurt G. Hilbers, President
Faith, LLC

2.3.22
Date

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Title VI Implementation Plan Adoption
Recommendation: Adopt a Resolution which adopts the Title VI Implementation Plan, designates the Public Works Director as the Title VI Coordinator, and authorizes the Public Works Director to execute all necessary documents associated with the Plan
Fiscal Impact: Minor staff time and material costs associated with plan implementation and material creation

Purpose:

To assure compliance with Federal requirements associated with Federal transportation grant funding.

Council Strategic Goal:

Adopting the Title VI Implementation Plan addresses the City Council's Strategic Goal of maintaining infrastructure, as complying with Title VI and other related non-discriminatory statutes will allow the City to remain eligible for Federal funds from the Federal Highway Administration (FHWA) necessary to maintain roadway infrastructure.

Background:

In 1964, Title VI of the Civil Rights Act was created, which prohibits discrimination based on race, color, or national origin. Similar statutes were later created which extend discrimination protections for sex, age, disability, religion, sexual orientation, gender identity, and other categories.

Recently the California Department of Transportation (Caltrans) has been tasked with ensuring that Local Agencies, which are recipients of Federal Funds, are complying with these statutes. In order to ensure compliance, Caltrans and FHWA have required that all local agencies receiving Federal funding create Title VI Implementation Plans.

Analysis:

The FHWA has developed the following Title VI requirements for Local Agencies:

1. Designate a Title VI Coordinator who has a responsible position in the organization and easy

- access to the head of the Agency.
2. Develop Title VI information for dissemination to the public and, where appropriate, in languages other than English.
 3. Incorporate Title VI assurances in all Federal-aid contracts, documents, and agreements.
 4. Provide Title VI training for staff.
 5. Develop procedures for collection of statistical data of participants in, and beneficiaries of federally-funded roadway projects.
 6. Develop a written plan for enforcement which sets out its priorities and procedures (Implementation Plan).
 7. Develop an Annual Accomplishments and Goals report.
 8. Develop Complaint Procedures.

City staff has completed all of the above-listed requirements and will be able to achieve compliance with FHWA's requirements. The proposed Title VI Implementation Plan (Attachment 1 – Exhibit A) provides in-depth information on how the City will meet or exceed all of the above requirements. Additionally, all of the City's Title VI resources can be found online at www.yubacity.net/TitleVI . City Council's adoption of the Title VI Implementation Plan is the final step in allowing the City to achieve compliance with FHWA and Caltrans' civil rights requirements.

Fiscal Impact:

Minor costs will be incurred through the Title VI Implementation Plan creation, trainings, and material creation.

Adoption of, and compliance with the Title VI Implementation Plan will allow the City to remain eligible for Federal-aid funds on future roadway projects.

Alternatives:

Do not adopt the Title VI Implementation plan. This will cause the City to become non-compliant with the FHWA's funding requirements, which may cause the City to be ineligible for receipt of future Federal funding.

Recommendation:

Adopt a Resolution which adopts the Title VI Implementation Plan, designates the Public Works Director as the Title VI Coordinator, and authorizes the Public Works Director to execute all necessary documents associated with the Plan.

Attachments:

1. Resolution - Title VI Implementation Plan Adoption with Exhibit A

Prepared By:
Josh Wolffe
Associate Civil Engineer

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING A TITLE VI IMPLEMENTATION PLAN, DESIGNATING THE
PUBLIC WORKS DIRECTOR AS THE TITLE VI COORDINATOR, AND
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE ALL
NECESSARY DOCUMENTS ASSOCIATED WITH THE PLAN**

WHEREAS, Title VI of the Civil Rights Act was created in 1964, prohibiting discrimination upon race, color or national origin; and,

WHEREAS, multiple similar statutes were created at later dates extending discrimination protections for sex, age, disability, religion, sexual orientation, gender identity, and other categories; and,

WHEREAS, local agencies are required to comply with Title VI and other related statutes as a condition of receiving Federal-aid from the Federal Highway Administration (FHWA); and,

WHEREAS, the FHWA requires the City to adopt a Title VI Implementation Plan that provides guidance for compliance with Title VI and other related statutes.

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

Section 1. The City Council of Yuba City Council hereby adopts the "City of Yuba City Title VI Implementation Plan" attached as Exhibit "A". The Public Works Director is hereby designated as the Title VI Coordinator, and is authorized to execute all Title VI documentation on behalf of the City subject to approval as to form by City Attorney.

Section 2. This Resolution shall take effect immediately.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of May, 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. City of Yuba City Title VI Implementation Plan

EXHIBIT A



CITY OF YUBA CITY TITLE VI IMPLEMENTATION PLAN

Adopted May 17th, 2022

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Non-Discrimination Policy Statement

The City of Yuba City Public Works Department is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964 and other non-discriminatory authorities, such that no person shall be excluded from participation in or be denied the benefits of any program or activity conducted by the City of Yuba City Public Works Department on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law.

Further, no person shall be subjected to discrimination under any program or activity conducted by the City of Yuba City Public Works Department, on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

Benjamin Moody
Public Works and Community Services Director
City of Yuba City

Date

Non-Discriminatory Legislation

Title VI of the Civil Rights Act of 1964 – Provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity receiving Federal financial assistance (as implemented through 23 CFR 200.9 and 49 CFR 21).

Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.) – Prohibits discrimination on the basis of sex by recipients and sub-recipients of Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973 – Prohibits discrimination on the basis of disability by recipients and sub-recipients of Federal financial assistance.

The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.) – Prohibits discrimination on the basis of age by recipients and sub-recipients of Federal financial assistance.

The Civil Rights Restoration Act of 1987 (Public Law 200-209) – Clarifies that the original intent of Congress in Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973 was to apply the non-discrimination statutes to all programs and activities of Federal-aid recipients, sub-recipients, contractors and vendors, whether all such programs are federally assisted or not.

Executive Order 12898 (issued February 11, 1994) – Addresses Environmental Justice regarding minority and low-income populations and requires agencies to develop strategies to address disproportionately high and adverse human health or environmental effects of their programs on minority and low-income populations; promote nondiscrimination in federal programs substantially affecting human health and the environment; and provide minority and low-income communities access to public information and an opportunity for public participation in matters relating to human health or the environment.

Executive Order 13166 (issued August 16, 2000) – Addresses improved access to services for persons with limited English proficiency. Agencies are directed to evaluate services provided and implement a system that ensures that Limited English Proficiency (LEP) persons are able to meaningfully access the services provided consistent with, and without unduly burdening, the fundamental mission of the local agency. Agencies are directed to ensure that recipients of federal financial assistance provide meaningful access to program, services and information to their LEP applicants and beneficiaries free of charge.

Organization Structure

The City of Yuba City's Title VI program is a multi-tiered program in which multiple roles work toward the ultimate goal of assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes. The City has assigned the roles of Title VI Coordinator, Assistant Title VI Coordinators, Title VI Specialist, and Title VI Liaisons to Public Works staff. The roles and responsibilities are as follows:

Title VI Coordinator

- Ensures that City's Title VI program up-to-date with all requirements set forth by the Federal Highway Administration (FHWA), California Department of Transportation (Caltrans), and any other applicable jurisdictions.
- Maintains open line of communication with City Manager, City Council, and other City leadership positions as necessary to facilitate the Title VI Program requirements in a timely manner.
- Directs staff to coordinate and attend trainings, prepare required reports, create and distribute Title VI information for the public, and manage complaints per the Program's direction.

Assistant Title VI Coordinator

- Assumes role and duties of Title VI Coordinator when the Coordinator is unavailable.
- Works directly with Title VI Specialist to ensure program compliance is met.
- Ensures that all applicable staff are present for Title VI trainings, and are following Title VI procedures through work with the public, contractors, and consultants.

Title VI Specialist

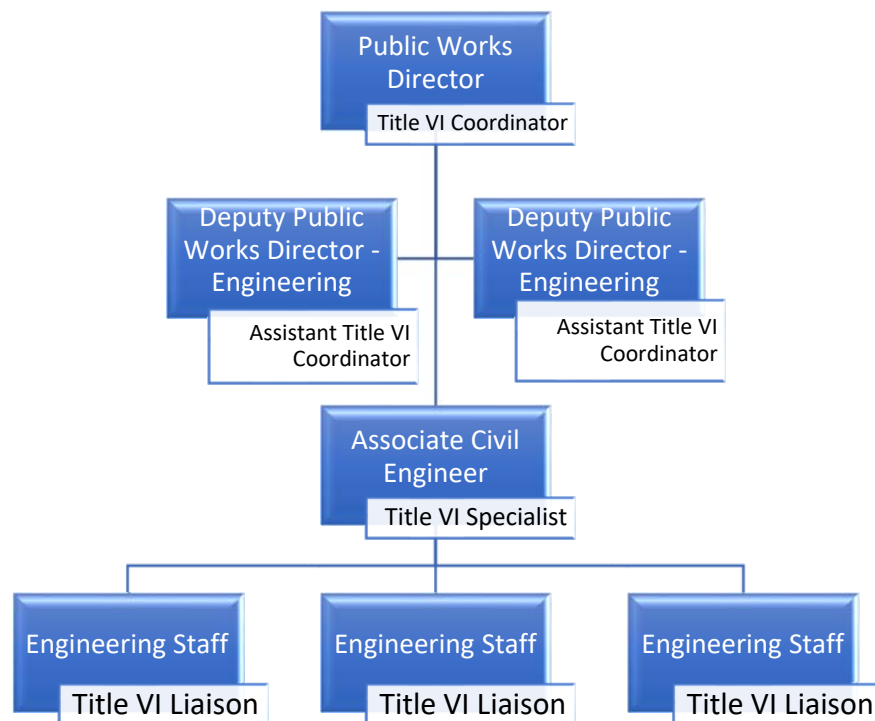
- Prepares and coordinates Title VI Plan and Annual Report submission.
- Develops Title VI information for dissemination to public.
- Ensures that Title VI Assurances have been incorporated into all Federal-aid Contracts and Agreements.
- Develops and coordinates Title VI training for managers, supervisors and staff with frequent public contact, on a two-year minimum basis.

- Develops procedures for collection and analysis of statistical data of participants in, and beneficiaries of federally funded roadway projects.
- Analyzes data collected to determine effectiveness of outreach methods to avoid group exclusion, and encourage group participation.
- Develops complaint procedures, complaint log, and ensures that all applicable staff are properly trained in the complaint reporting procedures.

Title VI Liaison

- Works directly with contractors, public stakeholders and other relevant parties to ensure that Title VI protections are maintained.
- Attends trainings as to maintain knowledge of current Title VI requirements.
- Reports complaints through complaint procedure listed as part of City's Title VI Implementation Plan.
- Incorporates required Title VI language into Federal-aid contracts and agreements

Title VI Organization Chart



Title VI Implementation Plan

City of Yuba City

Complaint Procedure

The City of Yuba City Public Works Department is committed to ensuring compliance with Title VI of the Civil Rights Act of 1964 and other non-discriminatory authorities, such that no person shall be excluded from participation in or be denied the benefits of any program or activity conducted by the City of Yuba City Public Works Department on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law.

Any person that believes they have been discriminated against on the grounds of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law by the Yuba City's Public Works Department, its contractors, consultants or any other party that acts on behalf of the Public Works Department may file a Title VI complaint by completing and submitting the City's Title VI Complaint Form (Appendix C), which can be found displayed in the City Hall lobby, and online at www.yubacity.net/TitleVI.

The City's Title VI Specialist processes complaints received no more than 180 days after the alleged incident. The Title VI Specialist will only process complaints that are complete, which include at a minimum, the following:

- Complainant's contact information
- Date of alleged act of discrimination
- Details of the alleged discrimination
- The complainant's signature

Once the Title VI complaint is received, the Title VI Specialist will forward the complaint to Caltrans, to be submitted to the FHWA Division Office. The Title VI Specialist will also begin processing the complaint by entering said complaint into the City's Title VI Discrimination Complaint Log, and conducting an internal investigation. Once a finding has been determined/received, the City's Title VI Specialist will provide said finding to the complainant within ten business days via letter and/or email.

Complaints Processed Under the Federal Highway Administration

Title VI complaints filed with Caltrans in which Caltrans is named as the Respondent will be forwarded to the FHWA Division Office. The Complainant will receive an acknowledgement letter informing them that the complaint has been received and forwarded to the FHWA.

Per the FHWA Guidance Memorandum, Processing of Title VI Complaints, dated June 13, 2018, all Title VI complaints received by a sub-recipient (City of Yuba City) are to be forwarded to Caltrans to be submitted to FHWA Division Office. Complaints should be sent within one business day of receipt via email to Title.VI@dot.ca.gov. If Headquarters Office of Civil Rights (HCR) determines a Title VI complaint against a sub-recipient can

be investigated by Caltrans, HCR may delegate the task of investigating the complaint to Caltrans.

Caltrans OCR Investigation Process

If OCR is delegated the responsibility of performing an investigation, OCR has 90 days to investigate the complaint. If additional time is needed, OCR will call the Complainant and inform them.

If more information is needed to resolve the case, the OCR investigator may contact the Complainant. The Complainant has ten business days from the date of the letter to send the requested information to the investigator assigned to the case.

If the investigator is not contacted by the Complainant or does not receive the additional information within ten business days, OCR can administratively close the case. A case can be administratively closed also if the complainant no longer wishes to pursue their case.

OCR will consult with HCR regarding the disposition of the complaint. Disposition of Title VI complaint will be undertaken by HCR, through either (1) informal resolution or (2) issuance of a Letter of Finding of compliance or noncompliance with Title VI. A copy of the Letter of Finding will be sent to all parties via the Division Office.

A person may also file a complaint directly with the FHWA and/or Caltrans by the following contact information:

Federal Highway Administration
U.S. Department of Transportation
Office of Civil Rights
1200 New Jersey Avenue, SE
8th Floor E81-104
Washington, DC 20590

California Department of Transportation
Office of Civil Rights
Attention: Title VI Program Branch
1823 14th Street, MS 79
Sacramento, CA 95811
Title.VI@dot.ca.gov

Should a complaint be filed with Yuba City Public Works and one with a federal or state agency simultaneously, the federal/state complaint will supersede the City's complaint and the City's complaint procedures will be suspended pending the federal/state agency's findings.

Title VI Implementation Plan

City of Yuba City

Title VI Outreach and Resources

Table 1: Languages Spoken in Yuba City's Residents

Language Spoken	Group Population	Group's Percentage of Population	Portion of Group that Speaks English Very Well	Portion of Group That Does Not Speak English Very Well
English Only	36,935	59.7%	36,935 (100%)	0 (0%)
Spanish	12,449	20.1%	6,530 (52.5%)	5,919 (47.5%)
Other Indo-European Languages	11,306	18.3%	5,818 (51.5%)	5,488 (48.5%)
Asian and Pacific Island Languages	1,174	1.9%	646 (55.0%)	528 (45.0%)
Other Languages	22	0.03%	14 (63.6%)	8 (36.4%)
Total Population Above 5 Years	61,886	100%	49,943 (80.7%)	11,943 (19.3%)

Source: US Census: American Community Survey 2015-2019 5-Year Estimate

<https://data.census.gov/cedsci/table?tid=ACSST5Y2019.S1601&g=1600000US0686972>

Limited English Proficiency

A Limited English Proficiency (LEP) person is a person that does not speak English as a primary language and has a limited ability to read, write, or comprehend English. Per Executive Order 13166, agencies which receive Federal funding must examine their Federally-funded services and develop and implement processes that will allow LEP persons to meaningfully access said services. Executive Order 13166 also requires that agencies receiving Federal funding must establish guidance for providing meaningful access to LEPs, prepare a plan to overcome language barriers in Federally-funded programs and activities, and ensure that stakeholders have adequate opportunity to provide input.

As shown in Table 1 above, 19.3% of residents in Yuba City are considered LEP persons, with the majority of those LEP persons primarily speaking Spanish (20.1% of the community) and Other Indo-European Languages (18.3% of the community). As outlined in the City's LEP Plan (Appendix A), the City has conducted an LEP Needs Assessment, using a Four Factor Analysis to identify need and provide access to the LEP community in compliance with Executive Order 13166.

Title VI Information Dissemination

In order to ensure that Title VI and related Civil Rights information is readily available to the public, the City will develop public notices consisting of posters, flyers, complaint forms and "I Speak" cards that are available in English, Spanish, and Punjabi. The languages selected for the informational materials were based upon language data provided from the US Census; see Table 1 above. Said flyers and posters will be placed in the City Hall lobby, in a highly visible and accessible location. The public notices will also be available for viewing on the City's website, at www.yubacity.net/TitleVI.

Environmental Justice

In accordance with Executive Order 12898 (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations), City Staff will identify and address the environmental effects of programs, policies, and activities on minority and low-income populations for Federally-funded projects. Staff will consider demographic data during project design and involve the public in the planning and development process to assess the environmental impacts of projects on the community. The public's input and demographic data analysis will enable staff to develop measures to mitigate any potential adverse effects on minority and low-income populations.

Data Collection and Analysis

Demographic and related data collected and used by City staff comes from governmental sources responsible for collecting and vetting the information for consistency and accuracy. These sources include, but are not limited to, the U.S. Bureau of Labor Statics, U.S. Census Bureau, U.S. Bureau of Economic Analysis, California Department of Finance, California Department of Labor, and the California Employment Development Department.

Additionally, staff may also collect project-specific demographic data utilizing data collection as appropriate through the public outreach process on Federally-funded projects. Such outreach that may give Staff the opportunity to collect demographic data may include door hangers, posters, emails, social media releases, press releases to local newspaper, public meetings, virtual meetings, and public comment through websites generated for projects.

Contract Documents and Agreements

The City's Title VI Specialist will ensure that any Federally-funded project documents contain the necessary Title VI Assurances and other language. Such assurances include, but may not be limited to:

- FHWA Form 1273 (Title VI and other non-discriminatory requirements)
 - o Required on all FHWA contracts and subcontracts valued greater than \$10,000
- Title VI Assurances Appendix A-E
 - o Appendix A-E to be attached to Federal-Aid contracts

Additionally, City staff will include the provisions indicated in the "Administering Agency-State Agreement for Federal-Aid Projects Master Agreement" in the Local Assistance Program Manual (LAPM) in contracts and agreements, where applicable, between the City and contractors.

The City will continue to utilize the "Local Agency Construction Contract Administration Checklist" (Exhibit 15-A of the LAPM), which confirms that DBE and labor/Equal

Employment Opportunity (EEO) compliance requirements are performed and documented in the project files. Exhibit 15-A of the LAPM documents that the local agency will meet all the requirements prior to the award of a construction contract.

Lastly, the City will continue to utilize the "Resident Engineer's Construction Contract Administration Checklist" (Exhibit 15-B of the LAPM) on federal-aid projects. The checklist assists in administering federal-aid highway construction projects and provides a record that the EEO/Wage Rate/False Statements posters are being posted at specific locations that employee interviews will be conducted in accordance with the Labor Compliance/EEO interview form, and that DBE requirements are met. City staff will continue to submit Exhibit 15-B, along with the Award Package shortly after award of the construction contract.

Training

The City of Yuba City Public Works Department will provide Title VI and related statute training to Public Works managers, supervisors, and staff with frequent public contact in the administration of federal-aid programs. These trainings will occur at minimum every two years, and within six months of hiring a new employee. The trainings will be conducted by the Title VI Specialist, online through presentations, or through trainings hosted by Caltrans. Additionally, links to Caltrans, FHWA, and other applicable agency resources for Title VI and related statutes will be posted on the City's website at www.yubacity.net/TitleVI.

In particular, the following items will be covered in trainings:

- Review of Yuba City's Title VI Implementation Plan and other relevant documents
- Language assistance services and "I Speak Cards" offered for public use
- How to handle potential complaints
- Where to seek assistance for Title VI questions and concerns

Annual Work Plan

The City of Yuba City Public Works Department will annually establish and monitor program goals and accomplishments. The Title VI Specialist will ensure that employee training is conducted, language translation services continue to be available, public participation is optimal, and appropriate Title VI signage is posted. This also includes updating community statistics and corresponding with state and federal agencies as necessary.

Appendix A

Public Works



LIMITED ENGLISH PROFICIENCY PLAN

Background

Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” requires that Federal agencies work to ensure that the recipients of Federal financial assistance provide meaningful access to their Limited English Proficiency (LEP) applicants and beneficiaries.

As such, local agencies are required to ensure that Federally-funded programs and activities normally provided in English are accessible to LEP Persons. Each local agency shall perform an annual assessment to determine if modifications are needed to their programs and activities to ensure meaningful access by LEP persons. The assessment which is referred to as a “Four-Factor” analysis is based on the following factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered.
2. The frequency of LEP contacts.
3. The nature and importance of the programs, services, or activities provided by the City of Yuba City.
4. The resources available for LEP persons

The City of Yuba City is approximately 40 miles north of Sacramento and has a population of approximately 62,000 (US Census: American Community Survey 2015-2019 5-Year Estimate). Of the 62,000 residents, approximately 20.1% of the residents are Spanish speaking, and 18.3% of the residents are Other Indo-European Language speaking. Based on the large Sikh population in Yuba City (nearly 12,000) it is safe to assume that the primary language of the Other Indo-European Languages listed in the Census is Punjabi.

Four-Factor Analysis

- 1. The number or proportion of LEP persons eligible to be served or likely to be encountered.**

As shown in Table 1 below, Yuba City has approximately 61,886 residents. 11,943 (19.3%) of residents in Yuba City are considered LEP persons, with the majority of those LEP persons primarily speaking Spanish (12,449, 20.1% of the community) and Other Indo-European Languages (11,306, 18.3% of the community, assumed majority language is Punjabi due to large Sikh population). The remaining 1,196 (1.93%) of the population speak Asian and Pacific Island languages or other languages.

Table 1: Languages Spoken in Yuba City's Residents

Language Spoken	Group Population	Group's Percentage of Population	Portion of Group that Speaks English Very Well	Portion of Group That Does Not Speak English Very Well
English Only	36,935	59.7%	36,935 (100%)	0 (0%)
Spanish	12,449	20.1%	6530 (52.5%)	5,919 (47.5%)
Other Indo-European Languages	11,306	18.3%	5818 (51.5%)	5,488 (48.5%)
Asian and Pacific Island Languages	1,174	1.9%	646 (55.0%)	528 (45.0%)
Other Languages	22	0.03%	14 (63.6%)	8 (36.4%)
Total Population Above 5 Years	61,886	100%	49,943 (80.7%)	11,943 (19.3%)

Source: US Census: American Community Survey 2015-2019 5-Year Estimate

<https://data.census.gov/cedsci/table?tid=ACSST5Y2019.S1601&g=1600000US0686972>

2. The frequency of LEP contacts.

No data has been collected regarding frequency of contact with LEP persons at the City. Most interactions with LEP persons occur at the City's Finance Department due to residents paying utility bills. Based on observation from Finance Department front-counter staff, the frequency for translation from Spanish to English is on average once per day. The frequency for translation from Punjabi to English is on average once per week. Currently the City's Human Resources Department retains a list which lists all City staff which are certified translators for various languages. If front counter staff that speak either Spanish or Punjabi are not available, City staff will reach out to a certified translator from the list.

Public Works staff does not regularly receive requests for translation through Federally funded programs/projects, though the outreach components of said programs/projects do typically have multi-lingual resources. Further, if translation services are needed, staff will provide said translation in a timely manner.

3. The nature and importance of programs, services, or activities provided by the City of Yuba City.

From observation provided by Public Works staff, it is rare that translation services are requested for programs, services, or activities which are Federally-funded. As stated above, the front counter Staff with the City's Finance Department are the ones who most frequently encounter LEP persons requesting and/or needing translation services.

Though Public Works Staff has received very few requests for translation services on Federally-funded projects, programs and services, Staff is keenly aware that almost twenty percent of the City's residents are LEPs and therefore it is highly likely that LEPs will be stakeholder in any of the said projects, programs and services. As such, when Staff has encountered the need for translation services, Staff has provided the services readily.

4. The Resources Available for LEP persons.

After a review of the City's currently available resources for LEP persons, the City has determined that the current available resources are lacking and inconsistent. The City will remedy the lack of resources, through the action plan listed in the next section.

Action Plan

In order to ensure compliance with Title VI, and Executive Order 13166 the following publications and services will be made available for LEP person use:

- Non-Discrimination Policy Statement
 - o Statement shall be printed in English, Spanish and Punjabi. Said statement will be posted in the City Hall lobby in a highly visible location.
- Title VI Rights Poster
 - o Posters shall be printed in English, Spanish and Punjabi. Said posters will be posted in the City Hall lobby in a highly visible location, and additional copies will be available for the public to review and take.
- Title VI Complaint Form
 - o Complaint forms shall be printed in English, Spanish and Punjabi. Said forms will be in the City Hall lobby in a highly visible location.
- I Speak Cards
 - o I Speak Cards will be produced to easily identify translation services needed for English, Spanish, and Punjabi. Said cards will be placed at all public counters and with the other Title VI information.
- Title VI Webpage on City's Website
 - o All of the City's Title VI resources will be posted on the City's website at the following link: www.yubacity.net/TitleVI
- Future Planning and Projects
 - o Public Works will ensure that all future projects and planning documents that are federally-funded utilize outreach methods that are compliant with Title VI and other related non-discriminatory assurances.
 - o Additionally, the City will ensure that outreach materials are available in English, Spanish, and Punjabi, and that translators are readily available as necessary for any LEP Persons that would like to contribute or participate.

Lastly, the Title VI Specialist will request an updated list of certified translators from the Human Resources Department every six months, and distribute said list to those who are likely to encounter LEP persons, such that a translator can be contacted the moment one is needed.

To ensure continuous compliance, the City will review the Title VI Implementation Plan and Limited English Proficiency Plan regularly, but at a minimum, as new data from the US Census becomes available. As new regulations are created, the City will act promptly to update the existing plans and relevant resources.

Title VI Implementation Plan

City of Yuba City

Appendix B

Public Works



YOUR RIGHTS AGAINST DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND RELATED NON-DISCRIMINATORY AUTHORITIES

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The following additional authorities provide protection against discrimination on the basis of sex, age, disability, religion, sexual orientation, gender identity, or any other category protected by State or Federal law:

Section 162(a) of the Federal-Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.)

Section 504 of the Rehabilitation Act of 1973

The Age Discrimination Act of 1975 (Section 6101-6107, Title 42 U.S.C.)

The Civil Rights Restoration Act of 1987 (Public Law 200-209)

Executive Order 12898 (issued February 11, 1994)

Executive Order 13166 (issued August 16, 2000)

Any person who believes that they have been discriminated against may file a written complaint with the City of Yuba City Public Works Department, within 180 days of the alleged discrimination. Additional information and Title VI Complaint Forms can be obtained on the City of Yuba City's website, at the following location: www.yubacity.net/TitleVI. Title VI Complaint Forms can also be obtained from the Public Works Department at City Hall.

To file a Title VI discrimination complaint, please use the following contact information:

Yuba City Public Works
1201 Civic Center Boulevard
Yuba City, CA 95993
(530) 822-4632
jwolffe@yubacity.net

Title VI Implementation Plan
City of Yuba City

Appendix C

TITLE VI COMPLAINT FORM

Title VI of the 1964 Civil Rights Act requires that “No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” If you wish to submit a Title VI complaint to the City of Yuba City Public Works Department, please complete the below information and submit this form to:

Yuba City Public Works
1201 Civic Center Boulevard
Yuba City, CA 95993
(530) 822-4632
jwolffe@yubacity.net

Name: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Cell: _____

Home: _____

Name, title, and description of person(s) who allegedly discriminated against you: _____

Check the box(es) for the type(s) of discrimination that was experienced:

☐	Race	☐	Sex	☐	Religion
☐	Color	☐	Age	☐	Sexual Orientation
☐	National Origin	☐	Disability	☐	Gender Identity
☐	Other (Please Describe): _____				

Date(s) that alleged event(s) took place: _____

Location(s) where the alleged event(s) took place: _____

Title VI Implementation Plan

City of Yuba City

Is the alleged discrimination still ongoing?:

In your own words, please describe the alleged discrimination, explain what happened, and who you believe is responsible:

Please list any person(s) we may contact for additional information to provide further information for your complaint:

Have you filed this complaint with any other federal agency, state agency, federal court, or state court?:

If yes, please check all that apply:

☐
☐

Federal Agency
State Agency

☐
☐

Federal Court
State Court

Please provide the name, phone number, and email of the contact persons at the agency/court where the complaint was filed, below:

Please sign and date this form on the lines provided below. If any additional space is needed to provide information about this complaint, please attach the additional information to this form.

Signature:

Date:

Title VI Implementation Plan

City of Yuba City

Appendix D

US DOT Title VI Assurances A-E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding payments to the contractor under the contract until the contractor complies; and/or
2. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI Implementation Plan

City of Yuba City

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the California Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the California Department of Transportation all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the California Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the California Department of Transportation, its successors and assigns.

The California Department of Transportation, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the California Department of Transportation will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the California Department of Transportation pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the California Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the California Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the California Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE.ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the California Department of Transportation pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the California Department of Transportation will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the California Department of Transportation will there upon revert to and vest in and become the absolute property of the California Department of Transportation and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Title VI Implementation Plan

City of Yuba City

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: SB 1383 Recycled-Content Paper Procurement Policy
Recommendation: Establish an internal City policy for the procurement of recycled-content paper and paper products and necessary recordkeeping in accordance with Senate Bill 1383
Fiscal Impact: Staff time to digitally record paper procurement and submit required reports

Purpose:

To meet the SB 1383 Short-lived Climate Pollutant Reduction Act of 2016 (SB 1383) compliance regulations for local jurisdictions by establishing a policy for procurement of recycled-content paper and recordkeeping by staff.

Council's Strategic Goal:

This item addresses the City Council's Strategic Goal of Fiscal Responsibility by establishing a policy which complies with state regulations while continuing to responsibly purchase materials and supplies.

Background:

In September 2016, SB 1383 established statewide methane emissions reduction targets in an effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy; it includes statewide goals to reduce the disposal of organic waste and recover edible food for human consumption.

SB 1383 regulations include a requirement for local jurisdictions, including the City of Yuba City, to implement a recycled-content paper procurement system which directs and tracks that the writing/printing paper and paper products purchased by the agency are, at minimum, 30% recycled content **IF** the cost and fitness are equal. This also matches recycled materials requirements in the Public Contract Code.

Analysis:

While a codified ordinance or official City policy are not required by the local jurisdictions, staff and the City Attorney's office believe that an officially established internal City policy is the best means to

ensure that the SB 1383 purchasing, recordkeeping, and reporting requirements are met. The prepared policy was developed using the CalRecycle model policy as a template, with some adjustments made to best fit the City departments and the recently updated policies and procedures for purchasing (Attachment 1).

The Recycled-Content Paper Procurement Policy requires that:

- Staff purchase writing/printing paper and paper products, as defined by CalRecycle, that is 30% recycled content if the quality and price are equal to non-recycled paper goods
- Staff is to log paper purchases in an electronic log and upload all paper purchase receipts, both recycled and non-recycled, to the City's digital archive
- The Purchasing Officer or designee will prepare and submit an annual report of the paper purchases to CalRecycle as part of the annual SB 1383 reporting requirements

Once approved by Council, staff will develop and implement the procurement and recordkeeping procedures across all departments.

Fiscal Impact:

Staff time will be required to log paper purchases and upload receipts to the digital archive in order to meet SB 1383 recordkeeping requirements, as well as prepare and submit the annual report. There should be no change to actual expenditures on paper supplies, as the policy only requires the purchase of recycled-content items if they are equal to or less than non-recycled items. At this time, recycled-content printing/writing paper is on average about 20% higher in cost than non-recycled and janitorial recycled paper supplies are competitively priced with non-recycled.

Alternatives:

There are no alternatives to compliance with SB 1383; however, the City could modify the policy to alter or eliminate price comparison and establish a preference for recycled-content paper procurement.

Recommendation:

Establish an internal City policy for the procurement of recycled-content paper and paper products and necessary recordkeeping in accordance with Senate Bill 1383.

Attachments:

1. SB 1383 Recycled-Content Paper Procurement Policy Attachment 1

Prepared By:
Scarlett O. Harris
Administrative Analyst I

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1



City of Yuba City Recycled-Content Paper Procurement Policy

May 17, 2022

RECYCLED-CONTENT PAPER PROCUREMENT POLICY

1. Purpose

The purpose of this Recycled-Content Paper Procurement Policy is to provide the framework by which to meet the City of Yuba City's compliance requirements for Senate Bill 1383. All procurement described herein must also follow the City's Purchasing Policies and Procedures.

2. Definitions

The following words, terms and phrases, when used in this Policy, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The following definitions are excerpted from the SB 1383 regulations, and as such are subject to change as the regulations and resulting code shall subsequently be amended or reorganized.

- A. "City" means the City of Yuba City.
- B. "Electronic Tracking System" means the electronic archive and/or log established by the City's Purchasing Officer or their designee to track procurement and maintain records of recycled-content paper procurement efforts by the City, as required by 14 CCR, Division 7, Chapter 12, Articles 12 and 13.
- C. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).
- D. "Printing and Writing Paper" includes, but is not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54). L.
- E. "Recyclability" means that the Paper Products and Printing and Writing Paper offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations Section 260.12 (2013).
- F. "Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper" means such products that consist of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of Sections 22150 to 22154 and Sections 12200 and 12209 of the Public Contract Code, and as amended.

- G. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.
- H. “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.
- I. “State” means the State of California.

3. Requirements for City Departments

- A. If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of the City shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever available at the same or a lesser total cost than non-recycled items, consistent with the requirements of the Public Contracts Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.
- B. All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013). Further criteria for meeting this Policy’s requirements for recycled-content paper are included in Section 5.
- C. Upload records to the Electronic Tracking System of all Paper Products and Printing and Writing Paper purchases within sixty (60) days of purchase (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City. Records shall include:
 - i. Copy of the invoice or other documentation of purchase
 - ii. Written certifications as required in Section 5.A.3-4 for recycled-content purchases
 - iii. Vendor name
 - iv. Purchaser name
 - v. Quantity purchased
 - vi. Date purchased
 - vii. Recycled content (including products that contain none)

- viii. If non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided

5. Requirements for Vendors

A. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to the City shall:

1. Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, if fitness and quality are equal to that of non-recycled item, and available at equal or lesser price.
2. Only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
5. Provide records to the vendor's City contact of all Paper Products and Printing and Writing Paper purchased from the vendor within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City. These records then shall be entered into the Electronic Tracking System by the City department or division or employee. Records shall include:
 - i. Copy of the invoice or other documentation of purchase
 - ii. Written certifications as required in Section 5.A.3-4 for recycled-content purchases
 - iii. Vendor name
 - iv. Purchaser name
 - v. Quantity purchased
 - vi. Date purchased
 - vii. Recycled content (including products that contain none)

- viii. If non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided

- B. All vendors providing printing services to the City via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

SECTION 5. RECORDKEEPING RESPONSIBILITIES

- A. Each City department will be responsible to assign one or more employees the responsibility for obtaining records pertaining to Procurement of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper as described below.
 - 1. Collect and collate copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all divisions and employees within the department procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of the City's documentation of its compliance with 14 CCR Section 18993.3.
 - 2. Upload these records, as described in Section 4.C, into the current Electronic Tracking System. At the time of Policy adoption, the Electronic Tracking System consists of two components: a spreadsheet log (Microsoft Excel) on the City's shared drive to log the purchases and a designated location for "Paper Procurement" within the City's digital archive (Docuphase) to upload and index the records.
- B. The City's Purchasing Officer or designee will be responsible to compile an annual report on the City's direct procurement, and vendor/other procurement on behalf of the City, of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper consistent with the recordkeeping requirements contained in 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the City's responsible entity for compiling the annual report to be submitted to CalRecycle (which will include a description of compliance on many other SB 1383 regulatory requirements) pursuant to 14 CCR Division 7, Chapter 12, Article 13. The procurement report shall also be shared with the City Council annually as evidence of implementing this Policy.

SECTION 6. EFFECTIVE DATE OF POLICY

This Policy shall go into effect immediately.

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Police Department
Presentation By: Brent Slade, Police Sergeant

Summary

Subject: FB 22-07 Chevrolet Tahoe Police Pursuit Purchase

Recommendation: A. Adopt a Resolution awarding the purchase of one (1) additional 2WD Chevrolet Tahoe Police Pursuit vehicle to Wheeler Chevrolet of Yuba City, CA in the amount of \$42,613.07 (includes extended warranty), based on the Formal Bid (FB22-07) awarded pricing, and sole source the equipment purchase and installation to Cop Shop Installations of Yuba City, CA in the estimated amount of \$9,465.15

B. Authorize the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the purchase of one (1) Chevrolet Tahoe Police Pursuit Vehicle in the amount of \$52,078.22

Fiscal Impact: \$42,613.07 for the vehicle and extended warranty plus an additional \$9,465.15 for the equipment and installation. Funding is available from payment received from Farmers Insurance in the amount of \$51,432.55 and the additional funding required is available in the Vehicle Replacement Fund #6610-69401.

Purpose:

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

Council's Strategic Goal:

This supports Council's Strategic Goal of Public Safety.

Background:

Patrol Unit 19-11 (Chevrolet Tahoe PPV) was totaled as a result of a collision that occurred in 2021. Since that time, the Police Department has been without that vehicle or a replacement. The City will receive a total payment amount of \$51,432.55 from Farmers Insurance as a payout from the collision. This amount includes the replacement and installation of the damaged equipment caused from the collision. This vehicle was not included in the FY 22/23 budget request process as the insurance payout had not been settled for the damaged vehicle.

With the expected purchase of an additional Chevrolet Tahoe 2WD Police Pursuit vehicle, the City must also fit the vehicle 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.

Analysis:

A formal bid was developed and advertised according to the City's ordinances in March 2022. Bid notifications were issued to thirteen (13) vendors throughout California and the following bids were received:

Vendors

Price

Wheeler Chevrolet

Yuba City, CA

\$40,399.01 (original bid) +
\$ 2,214(extended warranty, see below)
= \$42,613.07

Winner Chevrolet

Elk Grove, CA

\$44,034.88

The City recently awarded the purchase of five (5) Chevrolet Tahoe Police Pursuit Vehicles, which will be ordered on May 19, 2022, to Wheeler Chevrolet with an estimated delivery date of 120 days after being ordered. Unit 19-11 was totaled as a result of a collision in 2021. This vehicle was not a part of the FY 22/23 budget request process or previous staff report because a settlement had not been reached with Farmers Insurance. At the conclusion of the settlement agreement, the Finance Department will receive a total payment from Farmers Insurance in the amount of \$51,432.55 for the damages to Unit 19-11. All police related equipment from 19-11 that was not damaged from the collision is able to be repurposed for the new vehicle. The total cost to replace unit 19-11, including the purchase of a 5 year/100K mile extended warranty, and installation of equipment, is estimated at \$52,078.22. There is an estimated \$27,486 in additional funds available in the Vehicle Replacement Fund to cover the \$646 difference between the insurance payout and total vehicle cost. If approved, the replacement for unit 19-11 will be added to the Chevrolet Tahoe Police Pursuit Vehicles being ordered by Wheeler Chevrolet on May 19, 2022.

On April 19, 2022, the City authorized Cop Shop Installations to perform the equipment installation on the initial five (5) Chevrolet Tahoes that were awarded to be purchased from Wheeler Chevrolet. The City would like Cop Shop Installations of Yuba City, CA to perform the installation of all of the equipment that will be going into the replacement vehicle for Unit 19-11. The City has worked with Cop Shop Installations and has been satisfied with the work done in previous years. Historically, Cop Shop Installations have been the lowest bidder and at times have been the only bidder. It is in the best interest of the City to sole source the equipment installation of an additional vehicle to Cop Shop Installations.

Fiscal Impact:

\$42,613.07 for the vehicle and extended warranty plus an additional \$9,465.15 for the equipment and installation. Funding is available from payment received from Farmers Insurance in the amount of \$51,432.55 and the additional funding required is available in the Vehicle Replacement Fund #6610-69401.

Alternatives:

1. Reject the bid
2. Request new bid process
3. Do not purchase a replacement vehicle

Recommendations:

- A. Adopt a Resolution awarding the purchase of one (1) additional 2WD Chevrolet Tahoe Police Pursuit vehicle to Wheeler Chevrolet of Yuba City, CA in the amount of \$42,613.07 (includes

extended warranty), based on the Formal Bid (FB22-07) awarded pricing, and sole source the equipment purchase and installation to Cop Shop Installations of Yuba City, CA in the estimated amount of \$9,465.15.

- B. Authorize the Finance Director to record a supplemental budget appropriation to account 6610-69401 for the purchase of one (1) Chevrolet Tahoe Police Pursuit Vehicle in the amount of \$52,078.22.

Attachments:

1. RESOLUTION
2. WHEELER AUTO CENTER BID
3. COP SHOP INSTALLATION ESTIMATE

Prepared By:

Brent Slade
Police Sergeant

Submitted By:

Diana Langley
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 WHEELER AUTO CENTER AND AUTHORIZING THE SOLE
SOURCE PURCHASE AND INSTALLATION OF VEHICLE EQUIPMENT TO
COP SHOP INSTALLATIONS**

WHEREAS, the City is receiving an insurance payout from Farmers Insurance for a collision that totaled Patrol Unit 19-11 and seeks to use the payout to replace Unit 19-11; and

WHEREAS, the City recently awarded Wheeler Auto Center the Formal Bid (FB) 22-07 on April 19, 2022 to purchase five (5) Police Pursuit Chevrolet Tahoes; and

WHEREAS, the City is recommending awarding the purchase of the one (1) additional Chevrolet Tahoe Police vehicles to Wheeler Auto Center of Yuba City, CA based on the FB22-07 awarded pricing; 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 was recently authorized to perform the equipment installation on the initial five (5) Police Pursuit Tahoes that were approved for purchase on April 19, 2021; and,

WHEREAS, the City recommends sole sourcing the purchase and installation of vehicle equipment to Cop Shop Installations 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 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 Wheeler Auto Center provided a bid at a fair and reasonable cost. The City Council hereby authorizes the City Manager to purchase the one (1) additional Chevrolet Tahoe Police vehicle from Wheeler Auto Center in the not to exceed amount of \$42,613.07, which includes the extended warranty on the vehicle, 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 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 \$9,465.15, 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. 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 17th day of May, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

**CITY OF YUBA CITY
INVITATION FOR BID
NO. FB22-07
BID PROPOSAL FORM**

For: Five (5) Chevrolet Tahoe 2WD Police Package Vehicles

To: Buyer

*NAME OF BIDDER: Wheeler Auto Center

*ADDRESS: 350 Colusa Ave
Yuba City, CA 95991

*FEDERAL TAX I.D. NO.: _____

TELEPHONE: (530) 673-9160

Addendums considered
(initial and indicate addendum number) _____

Addendums NOT considered
(initial and indicate addendum number) _____

Bid Item Available for Other Agency "Piggy-Back" Procurement:

Yes _____ No X

*If awarded bid this name and address will be used for payment. No exceptions.

In accordance with the Invitation to Bid, Conditions and Specifications, the undersigned declares that the equipment offered is in accordance with all requirements of the City detailed therein. Further, the undersigned declares that he/she is authorized to enter into an agreement on behalf of the above named business.

DESCRIPTION OF VEHICLES

Amount of One (1) Chevrolet Tahoe 2WD Police Pursuit vehicle

\$ 37,547.00

Sales Tax

\$ 2,728.32

Tire Fee , DUE fee, & CVR

\$ 123.75

Total
\$ 40,399.07

Multiply by 5

Total of Five (5) vehicles

\$ 201,995.35

Two hundred one thousand nine hundred ninety five dollars and thirty five cents
(Total written in words)

Extended Warranty for one (1)

Description

\$ 2,214.00

5 years / 100K miles comprehensive
& deductible

Specify paint shop to be used Wheeler Auto Body

It is hereby understood that the above bid reflects the total cost of the vehicles and all accessories detailed in the Specifications.

Delivery TBD days ARO

Signature Sh

Printed Name Sue Vang Title Sales Manager

Exceptions

List all exceptions below in accordance with the instructions on page 9.

JF4 - (Adjustable pedals not available)
UTQ - adds theft alarm which I did not
select as an option

ATTACHMENT 3



COP SHOP

INSTALLATIONS

Emergency Equipment Installations, Sales, & Service

QUOTE FOR: YUBA CITY PD

BILL TO: _____
TAX? N

Tel: 2019 TAHOE

Fax:

Attn: TONY

ITEM	QTY	MODEL #	DESCRIPTION	UNIT	EXTENDED
1	1	REMOVAL	REMOVE ALL EQUIPMENT FROM WRECKED	\$ -	\$ -
2			TAHOE AT CUSTOMER LOCATION TO INCLUDE:	\$ -	\$ -
3			LIGHTBAR, CONSOLE, RADIO, SIREN CONTROL,	\$ -	\$ -
4			GUN RACK ALL CAGES, DOOR PANELS,	\$ -	\$ -
5			WINDOW GUARDS, 3 DRAWER REAR	\$ -	\$ -
6			COMPARTMENT SETUP, REAR ASTIK, ALL LEDS	\$ -	\$ -
7			RUNNING BOARDS, SIDE WINDOWS, ETC. ALL	\$ -	\$ -
8			ELECTRONICS AND COMPUTER SYSTEM,	\$ -	\$ -
9			CAMERA SETUP, ETC...	\$ -	\$ -
10				\$ -	\$ -
11				\$ -	\$ -
12				\$ -	\$ -
13				\$ -	\$ -
14				\$ -	\$ -
15				\$ -	\$ -
16				\$ -	\$ -
			SEE PAGE 2	\$ -	\$ -
		TERMS: PARTS: WHEN EQUIPMENT IS RECEIVED	TOTAL	\$	-
		LABOR: 30 DAYS FROM COMPLETION OF WORK	TAX 7.25%	\$	-
			Labor*	\$	1,000.00
			Freight	\$	-
			TRAVEL	\$	125.00
			TOTAL	\$	1,125.00

Notes:

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

Proposal good for 60 days.
DATE: 4/19/2022
DELIVERY:
*Labor does not include program

Thank - You,
Cop Shop Installations Inc

Signed By: _____

Ned Whisler
President/CEO

PO # _____



COP SHOP

INSTALLATIONS

Emergency Equipment Installations, Sales, & Service

QUOTE FOR: YUBA CITY PD

BILL TO: _____
TAX? N

Tel: _____
Fax: _____
Attn: TONY

2022 TAHOE

ITEM	QTY	MODEL #	DESCRIPTION	UNIT	EXTENDED
1	4	MPS62U-RB	RED/BLUE BUMPER LEDS	\$ 115.00	\$ 460.00
2	1	ES100C	SIREN SPEAKER	\$ 177.60	\$ 177.60
3	1	ESB-U	SIREN SPEAKER BRACKET	\$ 25.00	\$ 25.00
4	4	MR6MC-RB	RED/BLUE FOG LIGHT BRACKE LEDS	\$ 97.00	\$ 388.00
5	2	FGBKT-TAH	FOG LIGHT BRACKETS	\$ 123.12	\$ 246.24
6	1	BUMPER JUMP KIT	STC245	\$ 245.00	\$ 245.00
7	1	36-53805	PUSH BUMPER	\$ 616.00	\$ 616.00
8	1	36-6015FM2MP	PUSH BUMPER 2 LED LIGHT CHANNEL	\$ 42.00	\$ 42.00
9	2	HB12PAKRB	RED/BLUE HIDEAWAY	\$ 75.00	\$ 150.00
10	1	920-10TH	TAHOE HEADLIGHT FLASHER	\$ 63.81	\$ 63.81
11	1	TK0247TAH	CARGO BOX	\$ 865.38	\$ 865.38
12	1	TPA9289	CARGO UTILITY TRAY	\$ 341.24	\$ 341.24
13	1	GK102515ST	T-RAIL MOUNT FOR CARGO TRAY SMALL LCK	\$ 252.87	\$ 252.87
14	1	TAFO0292TAH21	FREE STANDING CARGO BRACKET	\$ 209.13	\$ 209.13
15	1	TPA12633	CARGO BOX DIVIDER	\$ 154.00	\$ 154.00
16	1	MISC	C.S.I. WIRE AND HARDWARE KIT	\$ 300.00	\$ 300.00
			SEE PAGE 2	\$ -	\$ -
TERMS: PARTS: WHEN EQUIPMENT IS RECEIVED				TOTAL	\$ 4,536.27
LABOR: 30 DAYS FROM COMPLETION OF WORK				TAX 7.25%	\$ 328.88
				Labor*	\$ 3,350.00
				Freight	\$ 125.00
Notes: EQUIPMENT ABOVE AND REAMINING EQUIPMENT				TRAVEL	\$ -
FROM STRIPOUT WRECKED PATROL TAHOE.				TOTAL	\$ 8,340.15

Thank - You,
Cop Shop Installations Inc

Ned Whisler
President/CEO

Signed By: _____

PO # _____

Proposal good for 60 days.
DATE: 4/19/2022
DELIVERY:
*Labor does not include program

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

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: General Municipal Election November 8, 2022

Recommendation: A. Adopt a Resolution calling and giving notice of the General Municipal Election to be held on Tuesday, November 8, 2022 for the election of three members of the City Council, and authorizing the Mayor to enter into an agreement for election services with Sutter County

B. Adopt Resolution calling a special municipal election for ballot measures changing the offices of City Clerk and City Treasurer to appointed positions at the Statewide General Election to be held on November 8, 2022, and requesting Sutter County consolidate the election with the Statewide General Election

Fiscal Impact: The cost for the 2020 election was \$48,052.62. Sutter County is unable to provide a 2022 cost estimate at this time. However, we expect that our election costs will increase significantly in 2022 due to the City's transition to district-based elections and the City Clerk/City Treasurer measures. The anticipated increase has been accounted for in the Proposed FY 2022-2023 Annual Budget (Account 1710-62722 City Clerk Elections)

Purpose:

To provide notice of the General Municipal Election to be held on November 8, 2022.

Background:

In accordance with the California Election Code and the City Municipal Code, the City of Yuba City is required to hold an election in conjunction with the Statewide General Election being held on Tuesday, November 8, 2022 for the election of three members of City Council and measures which would transition the City Clerk and City Treasurer to appointed positions.

Traditionally, the City has contracted with Sutter County to provide consolidated election services. An agreement is needed with Sutter County to reimburse for costs associated with the Municipal Election.

Sutter County would charge an estimated additional \$1,000 to the City to handle the filing of nomination papers, candidate statements, etc. It would still be up to the City to ensure that candidate FPPC forms are posted on the City's website and each candidate has turned in the required

documents.

Analysis:

Council Elections (District 1, 2, and 3)

The first day for signing nomination papers for the office of Council member will be Monday, July 18, 2022. The close of the nomination period shall be 5:00 p.m. on Friday, August 12, 2022. Should any incumbent not file nomination papers by the close of the nomination period, the voters of the City will have until 5:00 p.m. on Wednesday, August 17, 2022 to nominate candidates other than the incumbent to that office.

Candidates may file a "Statement of Qualifications" to be included within the sample ballot packet that is mailed to registered voters. All costs of printing and handling of the Statement of Qualifications, except mailing costs, shall be paid by the candidate. A deposit will be required to be made at the time of filing to cover anticipated costs, the amount of deposit will be determined by the Sutter County Elections Office. The Statement of Qualifications is limited to 200 words.

City Clerk and City Treasurer Measures

The California Government Code requires general law cities to have a City Clerk and City Treasurer, who are to be either elected or appointed. Currently, the City Clerk and City Treasurer are elected at large in Yuba City, and therefore must reside in and be registered voters of the City. Other than these two requirements, the City cannot impose any minimum qualification requirements for the positions, such as level of experience, education, professional certification, or training.

As a practical matter, these positions can be largely ceremonial or require City Staff to run for office. For example, virtually all of the work of Clerk's office is performed by City staff (including attendance at all Council meetings), and the City's Finance Director is periodically required to run for the office of City Treasurer just so that he can continue to conduct the City's financial business in that capacity. Among others, this can result in inefficiencies, and can limit the pool of qualified candidates to just those who physically reside within the City.

To address this issue, most cities instead provide for the appointment of these positions by the City Council. The complex technical issues these positions must deal with, and the need to have trained professionals in these jobs, is a primary reason for this change. Appointment not only allows for the selection of the most qualified person (including someone who may live in the County), but also avoids taxpayer expense to place the items on the budget with each appropriate election cycle, and makes more efficient use of employee time.

To transition from elected to appointed positions for the offices of City Clerk and City Treasurer, a resolution must be submitted to the Sutter County Board of Supervisors and the Sutter County Elections Department to place ballot measures before the voters. If the majority of the votes cast on the propositions regarding the City Clerk and City Treasurer is for converting the positions to appointive positions, the City Council would then appoint such officers upon the expiration of the terms of the current City Clerk and City Treasurer ending in November 2022. If approved, the change would not be effective until the current terms expire.

Fiscal Impact:

The cost for the 2020 election was \$48,052.62. Sutter County is unable to provide a 2022 cost estimate at this time. However, we expect that our election costs will increase significantly in 2022 due

to the City's transition to district-based elections and the City Clerk/City Treasurer measures. The anticipated increase has been accounted for in the Proposed FY 2022-2023 Annual Budget (Account 1710-62722 City Clerk Elections).

Alternatives:

The City of Yuba City conducting "Stand Alone" elections is currently not feasible. Sutter County has the special equipment, software, personnel and training required to conduct elections, and provides good service to our voters. However, the Council does have the option of choosing not to go forward with the measures for the City Clerk and City Treasurer.

Recommendation:

A. Adopt a Resolution calling and giving notice of the General Municipal Election to be held on Tuesday, November 8, 2022 for the election of three members of City Council and authorizing the Mayor to enter into an agreement for election services with Sutter County.

B. Adopt Resolution calling a special municipal election for ballot measures changing the offices of City Clerk and City Treasurer to appointed positions at the Statewide General Election to be held on November 8, 2022, and requesting Sutter County consolidate the election with the Statewide General Election.

Attachments:

1. Resolution - General Municipal Election (November 8, 2022)
2. Resolution re City Clerk and City Treasurer Election

Prepared By:
Ciara Wakefield
City Clerk Administrator

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL
MUNICIPAL ELECTION TO BE HELD ON TUESDAY NOVEMBER 8, 2022
FOR THE ELECTION OF CERTAIN OFFICERS AND AUTHORIZING THE
CITY TO ENTER INTO AN AGREEMENT FOR ELECTION SERVICES WITH
SUTTER COUNTY**

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022; and

WHEREAS, it is the desire of the City Council of the City of Yuba City to consolidate the Municipal Election with the Statewide General Election to be held on November 8, 2022 for the purpose of electing three Council members for full terms of four years and transitioning the City Clerk and City Treasurer to appointed positions.

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

Section 1. That pursuant to the requirements of Section 10403 of the Elections Code of the State of California, the City Council requests the Board of Supervisors of the County of Sutter to consolidate the City General Municipal Election with the Statewide General Election being held on Tuesday, November 8, 2022, for the following officers:

<u>Office</u>	<u>Council District</u>	<u>Term</u>
Councilmember	1	4 years (full term)
Councilmember	2	4 years (full term)
Councilmember	3	4 years (full term)

Section 2. That the Sutter County Election Department is authorized to canvass the returns of the General Municipal Election, and that the Consolidated Election shall be held in accordance with Elections Code section 10418. The election shall be held in all respects as if there were only one election, and one form of ballot shall be used.

Section 3. That the Mayor is authorized to enter into an Agreement with Sutter County for the purpose of said election.

Section 4. The City Clerk is directed to forward a certified copy of this Resolution to the Board of Supervisors of Sutter County.

Section 5. The City Clerk is directed to post a Notice of Election not earlier than the 127th day (July 4, 2022) nor later than the 113th day (July 18, 2022) before any municipal election to fill offices, per Elections Code 12101(a).

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day May, 2022.

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CALLING A SPECIAL MUNICIPAL ELECTION FOR BALLOT
MEASURES CHANGING THE OFFICES OF CITY CLERK AND CITY
TREASURER FROM ELECTED POSITIONS TO APPOINTED POSITIONS
AT THE STATEWIDE GENERAL ELECTION TO BE HELD ON
NOVEMBER 8, 2022 AND REQUESTING THE COUNTY OF SUTTER
CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL
ELECTION**

WHEREAS, the California Government Code requires general law cities such as the City of Yuba City (the "City") to maintain the positions of City Clerk and Treasurer; and

WHEREAS, the City Council of the City ("City Council") desires that the positions of City Clerk and City Treasurer be changed from elected positions to positions appointed by the City Council; and

WHEREAS, pursuant to Government Code Section 36508, the City may submit to the voters the question of whether the position of City Clerk and City Treasurer shall be elected or appointed by the City Council; and

WHEREAS, if the majority of the votes cast on the propositions regarding the City Clerk and City Treasurer is for converting the positions to appointive positions, the City Council shall appoint such officers upon the expiration of the terms of the current City Clerk and City Treasurer ending in November 2024; and

WHEREAS, it is the desire of the City Council to call a Special Municipal Election on November 8, 2022 for such purpose, and to consolidate such Special Municipal Election with the Statewide General Election (and General Municipal Election) to be held on November 8, 2022.

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

Section 1. That pursuant to the requirements of the laws of the State of California relating to the conduct of elections, there is called and ordered to be held in the City of Yuba City, on Tuesday, November 8, 2022, a Special Municipal Election entitled the Special City Ballot Measures Election for the purpose of proposing ballot measures changing the positions of City Clerk and City Treasurer from elected to appointive positions to the qualified voters of the City. The forms of the measures to appear on the ballot are specified below in Section 2 of this Resolution. The City Manager is hereby authorized and directed to make any changes to the text of the measures or this resolution as required to conform to any requirements of law.

Section 2. That pursuant to the requirements of Section 10403 of the Elections Code of the State of California, the City Council requests the Board of Supervisors of the County of Sutter to consent and agree to the consolidation of a Special City Ballot Measures Election with the Statewide General Election on Tuesday, November 8, 2022, for the purpose of the following ballot questions:

Measure ____

Shall the office of the city treasurer be appointive?	Yes
	No

Measure ____

Shall the office of the city clerk be appointive?	Yes
	No

Section 3. That pursuant to the provisions of Section 10002 of the Elections Code of the State of California, the City Council requests the Board of Supervisors of the County of Sutter to permit the County Election Department to conduct the Special City Ballot Measures Election and consolidate it with the Statewide General Election to be held on November 8, 2022 .

Section 4. That the City Clerk is authorized, instructed and directed to procure and furnish to the County, if requested, any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election in accordance with the Elections Code and the laws of the State of California. That the notice of time and place of holding of the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice as required by law.

Section 5. That the Consolidated Election shall be held in accordance with Elections Code section 10418.

Section 6. That the County Election Department is authorized to canvass the returns of the Special City Ballot Measures Election. The election shall be held in all respects as if there were only one election, and one form of ballot shall be used.

Section 7. That the electorate vote requirement for the measures to pass is a majority (50%+1) of the votes cast on each measure at the November 8, 2022 consolidated election.

Section 8. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved invoice.

Section 9. The City Clerk is hereby directed to forward a certified copy of this resolution to the County Election Department.

The foregoing resolution was passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of May, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dave Shaw, Mayor

ATTEST

By: _____
Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Ciara Wakefield, City Clerk Administrator

Summary

Subject: Approve Tenant Commissioner Appointment to the Regional Housing Authority
Recommendation: Approve the re-appointment of Suzanne Gallaty as the Tenant Commissioner to the Regional Authority of Sutter and Nevada Counties Board of Commissioners
Fiscal Impact: None

Purpose:

Approval of Regional Housing Authority Tenant Commissioner Appointment.

Background:

Per the Agreement with the Regional Housing Authority of Sutter and Nevada Counties, each Governing Body shall jointly appoint a Tennant Commissioner, per Section 34246.5 of the California Health & Safety Code. At their meeting on April 6, 2022, the Regional Housing authority approved the recommendation to reappoint Suzanne Gallaty as the Tenant Commissioner on the Board of Commissioners.

Analysis:

A request for approval of the recommended appointment to the Board of Directors has been received from the Regional Housing Authority for the Tenant Commissioner. This recommendation is compliant with the Agreement creating the Regional Housing Authority of Sutter and Nevada Counties. Each Governing Body also appoints two commissioners: the City of Yuba City citizen representative is Anthony Kurlan, was appointed by the City Council on September 15, 2020 and the City Council representative is Councilmember Boomgaarden.

Fiscal Impact:

None.

Alternatives:

Do not approve and request that the Regional Housing Authority recruit for an alternative

commissioner.

Recommendation:

Approve the re-appointment of Suzanne Gallaty as the Tenant Commissioner to the Regional Authority of Sutter and Nevada Counties Board of Commissioners.

Attachments:

1. Letter from Regional Housing Authority - Suzanne Gallaty

Prepared By:

Ciara Wakefield
City Clerk Administrator

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

ADMINISTRATION

APR 21 2022

RECEIVED

April 11, 2022

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

RE: Tenant Commissioner Appointment

As per the Bylaws "The Board shall be composed of two Commissioners appointed by the Governing Body of the City of Yuba City; two Commissioners appointed by the Governing Body of the City of Live Oak; two Commissioners appointed by the Governing Body of the City of Colusa; two Commissioners appointed by the Sutter County Board of Supervisors; two Commissioners appointed by the Nevada County Board of Supervisors; two Commissioners appointed by the Yuba County Board of Supervisors; two Commissioners appointed by the Colusa County Board of Supervisors; and except as otherwise provided in section 34246.5 of the California Health & Safety Code, one Tenant Commissioner of the Housing Authority as appointed jointly by the Governing Bodies of the Cities of Live Oak, Colusa and Yuba City and the Board of Supervisors of the Counties of Sutter, Yuba, Colusa and Nevada upon the recommendation of the Housing Authority Board of Commissioners. The Member Governing Bodies shall notify the Secretary of the Housing Authority, in writing, of all appointments."

At the April 6, 2022 meeting of the Regional Housing Authority (RHA) Board of Commissioners it was approved to recommend Suzanne Gallaty to be re-appointed to the Tenant Commissioner position.

The Regional Housing Authority requests the City of Yuba City City Council appoint Suzanne Gallaty as Tenant Commissioner pursuant to the Bylaws and the Agreement Creating the Regional Housing Authority.

Sincerely,

Gustavo Becerra
Executive Director



Regional Housing Authority is an equal opportunity employer and housing provider



CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: George Barlow, Management Analyst

Summary

Subject: Community Sponsorship Request

Recommendation: A. Adopt a Resolution to approve a monetary Sponsorship request from the Downtown Business Association of \$10,500.00 for the sponsorship of the 2022 Summer Stroll

B. Approve an In-Kind sponsorship request from the Downtown Business Association of \$1,900.00 for Public Works Services

C. Authorize the Finance Director to record a supplemental appropriation in the amount of \$6,000.00 from Account No. 4120-66020 - Tourism

Fiscal Impact: \$10,500 Monetary sponsorship total, and \$1,900.00 In-kind sponsorship. \$6,000.00 - Account No. 4120-66020 (Tourism), \$4,500.00 - Account No. 4220-66004 (DBA Strolls)

Council's Strategic Goal:

The overarching strategic goal of "Quality of Life."

Purpose:

City sponsorships reflect support of specific programs or events by an organization. The intent is that the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program or event.

Background:

On January 18, 2022, Council adopted an Amended Community Sponsorship Policy which specifies the following factors that will be considered during the approval process:

- All monetary sponsorship requests will be approved by the City Council at a public meeting.
- Resources available (e.g., budget, staff, workload capacity, etc.)
- Compatibility with the strategic goals of the City Council and the mission of Yuba City.
- Impact of an event on City Facilities.

- Risk to the City.
- The ability of the organization to obtain liability insurance naming the City as an additional insured.
- The overall benefit to the community.

Downtown Business Association

The Downtown Business Association's Business Improvement District (BID) is crucial to the economic survival of the downtown merchants, especially as our economy continues to improve after the effects of COVID. The assessment district's funds market the downtown, whereas some individual merchants would not be able to market on their own.

The DBA is currently managing the marketing efforts for downtown and will continue to do so for the district. Revenue from the assessments levied in the BID is used to fund improvements and activities to promote the District. The types of activities to be funded include the promotion of public events; the promotion of tourism, and activities that benefit businesses located and operating in the BID.

Analysis:

Downtown Business Association (DBA) Plumas Street Strolls are one-of-a-kind events for our City and a way to bring our community together. The Strolls showcase local businesses and promote the products they sell. The Downtown Strolls provide an opportunity to showcase our Historic Downtown District.

During the FY21/22 Budget Process, the DBA submitted a sponsorship request for \$21,000 for the 2021 Christmas Stroll and the 2022 Summer Stroll. After the approval of the FY21/22 Budget, the DBA Stroll budget line item was approved for funding in the amount of \$15,000. In November 2021, the City Manager approved an additional \$3,000.00 for the total requested amount of \$10,500 for the 2021 Christmas Stroll. The remaining balance in Account 4220-66004 of \$4,500 for the 2022 Summer Stroll is \$6,000 short of the needed funding of \$10,500 for the Summer Stroll.

Account Number	Description	Funding Available
4220-66004	DBA Strolls	\$4,500.00
4220-66010	Community Contributions	\$0
4220-66015	Community Events	\$0

Fiscal Impact: \$10,500 Monetary sponsorship, and \$1,900.00 In-kind sponsorship. \$6,000.00 - Account No. 4120-66020 (Tourism), \$4,500.00 - Account No. 4220-66004 (DBA Strolls)

Recommendation:

- Adopt a Resolution to approve a monetary Sponsorship request from the Downtown Business Association of \$10,500.00 for the sponsorship of the 2022 Summer Stroll
- Approve an In-Kind sponsorship request from the Downtown Business Association of \$1,900.00 for Public Works Services.
- Authorize the Finance Director to record a supplemental appropriation in the amount of \$6,000.00 from Account No. 4120-66020 - Tourism

Attachments:

1. RESOLUTION - Community Sponsorship Request (DBA)
2. 2022 Summer Stroll Sponsorship Request (DBA)

Prepared By:
George Barlow
Management Analyst

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING
COMMUNITY SPONSORSHIP REQUEST FOR, DOWNTOWN BUSINESS ASSOCIATION**

WHEREAS, The Downtown Business Association, a 501(c)(3) non-profit organization, is requesting community sponsorship funds for the 2022 Summer Stroll; and,

WHEREAS, the City Council of the City of Yuba City ("City Council") finds that the listed are nonprofit organizations with financial hardships that serves an important public purpose to the community insofar as the public will receive some intrinsic cultural, economic, educational, or entertainment value from the program; and

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

Section 1. That the City Council finds the above recitals true and correct.

Section 2. The City Council finds that the Downtown Business Association 2022 Summer Stroll Community Sponsorship request meets the criteria for consideration of such request because the applicant is a nonprofit with financial hardships that services an important public purpose, and according approves the sponsorship request of \$10,500.00 for the Downtown Business Association 2022 Summer Stroll. \$4,500 from Account No. 4220-66004 (DBA Strolls).

Section 3. The City Council approves a supplemental appropriation in the amount of \$6,000.00 from Account No. 4120-66020 (Tourism).

Section 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 5. This Resolution shall take effect immediately and that the Deputy City Clerk shall certify the adoption of this Resolution.

The foregoing Resolution of the City Council of the City of Yuba City is duly introduced, PASSED AND ADOPTED at a regular meeting thereof held on this 17th day of May, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney

ATTACHMENT 2



COMMUNITY SPONSORSHIP APPLICATION FORM

SECTION I

Name of Organization Yuba City Downtown Business Association Non-Profit ID/ 501 C# 6

Address P.O. Box 146 City/State/Zip Yuba City, Ca 95992

Contact Person Sandee Drown Phone 530-755-1620 Email info@yubacitydowntown.com

Organization Purpose/Mission See attached - Mission & Vision Statement

Type of Organization:

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

SECTION II

Type of Event:

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

Event Name Summer Stroll Festival 2022

Event Location Historic Downtown Plumas District

Event Date/Time June 18 2022

Expected Number of Participants 18K

Open to the Public? ☒ Yes ☐ No

SECTION III

Type of Sponsorship Requested:

☒ **In-kind services:** All the necessary arrangements must be made well in advance (such as parade permits, road closures, staffing, equipment availability, etc.). In-kind service sponsorship is considered independently from event arrangements. Amount requested: \$ 1900 Public Works

Services requested: _____

☒ **Monetary Sponsorship:** Amount requested \$ 10,500

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

- Boosts the local Yuba City economy: _____
We support our local Downtown Businesses and other businesses to promote to sell their products and services.

- Provides an opportunity to help build community, foster a sense of pride within our community, and engage our community: _____
The Plumas Street Stroll are uniquely ours. They belong to our community and bring our community together.

- Contributes positively to the recognition and image of the City of Yuba City: _____
Our Strolls attract people from outside our community and provide opportunity to showcase our Historic District

SECTION IV:

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

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

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

Signature of Applicant Kristel Martin Date 4/18/22

Print Name of Applicant Sandee Drown/ Kristel Martin

SECTION V (City Administration Use Only)

☐ **Approved**

☐ **Denied**

Signature: _____ Mayor Date: _____

Amount: \$ _____ Notes: _____

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Certifying Need for CalPERS 180-Day Wait Period Exception for Lynn Haile to be appointed as– Extra Help Accounting Manager

Recommendation: Adopt a Resolution

A. Certifying the need for exception of the CalPERS 180-day wait period for Lynn Haile to be appointed as Extra Help-Accounting Manager

B. Approving the employment agreement and appointing Lynn Haile as provided in the Resolution following approval by CalPERS

Fiscal Impact: Anticipating a cost of \$50,000 from the Finance Division budget using a combination of salary savings and funds requested in the FY 2022-23 Operating Budget.

Purpose:

To approve a resolution certifying the need for a limited term extra help employment agreement necessary to permit Lynn Haile's employment as a retired annuitant from the generally-required CalPERS 180-day wait period.

Council's Strategic Goal:

Fiscal Responsibility

Background

Over the last few months, Finance has experienced significant turnover. The City recently assessed the Finance Department's structure as well as the pay for accounting office positions to address recruitment and retention issues. The Finance Department has not been able to build the bench for seamless succession in key positions, and soon, long-term employee, Lynn Haile, Accounting Manager, is retiring in mid-June. The City has recruited for and hired her successor, but that person will need training to become familiar with imminent and critical City processes relating to completing our

budget process and our annual audit.

CalPERS' typical requirements for employment of retired annuitants, who are of normal age on their retirement date, is a 180-day wait period before the annuitant can be employed as an annuitant. One of the exceptions to the 180-day wait period is an employer resolution certification of critical need to appoint the annuitant in less than 180 days following retirement. The governing board of the public agency then presents CalPERS with a resolution, passed in a public meeting that makes such certification and approves the appointment. Additionally, the resolution must not be placed on the consent calendar and must include a copy of the retiree's employment agreement.

Analysis

In order to provide new employee training and generally assist the new Accounting Manager (and other Finance employees) with budget and audit functions, the Finance Department has prepared the required CalPERS resolution and retired annuitant employment agreement for Mrs. Haile to be appointed as temporary, limited term Extra Help- Accounting Manager in early July. If these CalPERS required documents are approved by City Council, Staff will submit them to CalPERS prior to Mrs. Haile beginning work as a retired annuitant with the City in this limited term, extra-help capacity.

Fiscal Impact:

Anticipating a cost of \$50,000 from the Finance Division budget using a combination of salary savings and funds requested in the FY 2022-23 Operating Budget.

Alternatives:

1. Do not approve the CalPERS 180-day wait period exception resolution.
2. Provide City staff direction.

Recommendation:

Adopt a Resolution

A. Certifying the need for exception of the CalPERS 180-day wait period for Lynn Haile to be appointed as Extra Help-Accounting Manager.

B. Approving the employment agreement and appointing Lynn Haile as provided in the Resolution following approval by CalPERS.

Attachments:

1. CalPERS Resolution
2. Lynn Haile Temporary Limited-Term Extra Help Employment Agreement

Prepared By:
Natalie Springer
Human Resources Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE EXCEPTION OF THE CALPERS 180-DAY WAIT PERIOD FOR
CALPERS ANNUITANT**

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City Council of the City of Yuba City must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Lynn Haile, "Haile" (CalPERS ID 6185747822) is retiring from the City of Yuba City in the position of Accounting Manager effective (CalPERS retirement date June 18, 2022); and

WHEREAS, Gov. Code Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which (date of 181st day after retirement) without this certification; and

WHEREAS, Gov. Code Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Yuba City and Haile certify that Haile has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council hereby appoints Haile as an extra help retired annuitant to perform the duties of the Extra Help - Accounting Manager for the City of Yuba City under Gov. Code section 21224 effective July 2, 2022 or as soon thereafter as the City receives CalPERS approval; and

WHEREAS, the entire employment agreement, contract or appointment document between Haile and the City of Yuba City has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$10,882 and the hourly equivalent is \$62.78, and the minimum base salary for this position is \$8,952 and the hourly equivalent is \$51.65; and

WHEREAS, the hourly rate paid to Haile will be \$62.78; and

WHEREAS, Haile has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City Council hereby certifies the nature of the appointment of Haile as described herein and detailed in the attached employment agreement/contract/ appointment document and that this appointment is necessary to fill the critically needed position of Extra-Help Accounting Manager for the City of Yuba City by July 2, 2022, or as soon thereafter as possible, because of Haile's specific expertise in Yuba City's budget and audit processes. Yuba City's Finance Department has hired a new Accounting Manager as Haile's successor, and Haile will train her successor and new Finance staff during a critical timeframe involving the City's budget and audit activities.

The foregoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 17th day of May, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

Attest:

Ciara Wakefield, Deputy City Clerk

Approved as to form:

Stacey Sheston
BB&K, Special Counsel

ATTACHMENT 2

**AGREEMENT FOR TEMPORARY
LIMITED-TERM “EXTRA-HELP” EMPLOYMENT**

EXTRA HELP-ACCOUNTING MANAGER

THIS Agreement for temporary, limited term “extra help” employment is by and between the City of Yuba City (“City”) and Lynn Haile (“Employee”) (collectively the “Parties”). It is effective on the latest date of signature below.

WHEREAS, the City has a critical need for an employee to provide needed specialized skills related to training the new Accounting Manager and other new Finance team members in, and assisting them with, necessary public services in the area of Yuba City-specific budget and audit preparation processes;

WHEREAS, Employee possesses the necessary specialized skills, and is competent and qualified to perform the services required by this Agreement; and

WHEREAS, this Agreement is in accordance with California Government Code Section 21224.

NOW THEREFORE, in consideration of the mutual covenants contain herein, the Parties agree as follows:

1. Scope of Services: Pursuant to this Agreement, Employee shall temporarily perform critically needed specialized skills related to training the Accounting Manager and new Finance team members in budget and audit preparation as set forth in Exhibit A. Employee shall perform said duties under the direct supervision of the Finance Director. Employee represents that Employee is properly trained and certified to perform the duties required under this Agreement. Employee further represents that Employee will maintain, at Employee’s expense and on Employee’s own time, all required licenses and certification as a condition of this part-time employment.
2. Time of Performance: The services of Employee shall commence on July 2, 2022, and shall continue until June 30, 2023 unless terminated sooner by either Party.
3. Compensation: Employee shall be compensated as follows:
 - (a) Hourly Rate of Pay: Employee shall be paid at the rate of \$62.78 per hour (the “Hourly Rate”). The City has determined that this hourly rate is neither less than the minimum, nor more than the maximum, hourly rate paid to other employees performing comparable duties. Payments will be made on regularly scheduled

City payroll dates. Employee will be responsible for keeping track of Employee's hours worked on a biweekly time sheet form, provided by the City and submitted to the City Manager or designee for approval and payroll purposes. Employee understands and agrees that Employee is not, and will not be, eligible to receive any compensation other than this specified hourly rate of pay.

- (b) Hours per Week: This employment is for part-time work and, generally, will not exceed 40 hours per week. The City will assign Employee specific hours to work, and under no circumstances may Employee work in excess of 40 hours per week without the express prior permission of the Finance Director.
- (c) Payment for Work Done in Excess of 40 Hours Per Week: The temporary position under this Agreement is not exempt from FLSA overtime pay requirements. The Employee shall be paid at one and one-half times the regular rate of pay for any time worked in excess of 40 hours per week.
- (d) Work less than 960 hours per year: Employee is allowed to work a cumulative maximum of 960 hours per fiscal year for any CaPERS agencies. Provided that Employee has not exceeded this maximum annual amount, it is anticipated that Employee will be assigned approximately 20 to 80 hours per month, although this may change with operational needs. The City retains the right to reduce, change, or amend the number of hours worked consistent with the City's workload and other needs. If Employee's annual hours are approaching 960, then the City retains the right to summarily suspend Employee's duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement.

4. Employment Status as Fixed-Term/"Extra-Help" Employee: The parties agree that Employee has specialized skills needed in performing work of limited duration. In the performance of the work and services agreed to be performed, Employee is not filling a vacant, regular position with City, but rather Employee shall act as and be a temporary, fixed-term/ "Extra-Help" employee to address a special need and circumstance.

- (a) Time of Retirement. Employee retired effective June 18, 2022 in the CalPERS system. Because she possesses critical skills necessary to support the continuation of Accounting Manager functions in the Finance Department (in particular, budget- and audit-related skills and knowledge), the City Council has certified the need for Employee's appointment before 180 days has passed following her retirement.

- (b) Benefits: Employee understands and agrees that Employee is not, and will not be, eligible to receive any benefits from the City, including any City group plan for hospital, surgical, or medical insurance, any City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the City, except for Worker's Compensation Insurance coverage and as otherwise required by law. City will enroll Employee in CalPERS solely for administrative recordkeeping purposes (Employee will remain in retired status) and will report both Employee's hours and pay pursuant to this Agreement.
- (c) No Membership in Bargaining Unit: Employee understands that Employee is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.
- (d) No Property Right in Employment: Employee understands and agrees that the terms of this employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that Employee acquires no property interest in this employment by virtue of this Agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that Employee can be terminated at any time for any reason or for no reason), and that Employee is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.
- (e) Employment of a Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment for a limited duration to a position not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. **In the event Employee is providing service to any other CalPERS public agency employer during the term of this Agreement, Employee must immediately notify the City of such other CalPERS agency employment and disclose on a periodic basis the number of hours Employee is performing for that other public agency to ensure that the maximum number of hours is not exceeded.** Employee expressly agrees that Employee shall be solely responsible for any costs or liabilities of either party resulting from Employee's failure to disclose such other CalPERS agency employment and shall indemnify and hold City harmless from any such costs and liabilities.

- (f) No Recent Unemployment Payments to Retiree. Retiree specifically warrants and represents that Employee has not received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer.

5. Termination: Either Party may terminate this Agreement without cause upon written notice.

6. Ownership of Work: All documents furnished to Employee by the City and all reports and supportive data prepared by Employee under this Agreement are City property and shall be given to City at the completion of Employee's services.

7. Notices: Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the Parties as follows:

<u>CITY</u>	<u>EMPLOYEE</u>
City Manager City of Yuba City 1201 Civic Center Blvd. Yuba City, CA 95993	Lynn Haile 9917 State Highway 70 Marysville, CA 95901

8. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by Employee to any third party.

9. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Sutter County.

10. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

11. Conflict of Interest: Employee agrees that during the term of this Agreement, Employee will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict with, or impair Employee's ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in

writing by the City Manager. Employee agrees to disclose whether Employee is performing work for any other CalPERS public agency employer as required by this Agreement.

12. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the Parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the Parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and Employee acknowledges that no representation, inducements or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both Parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the City is effective. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained herein and no others.

13. Support Services and Equipment: Employee shall be provided work space and the necessary tools and equipment during assigned working hours, sufficient to fulfill obligations under this Agreement, as determined by the City Manager, at no cost to Employee.

14. Reimbursement for Necessary and Approved Work Expenses: Employee shall be reimbursed by City in accordance with applicable law and standard City policy for all properly pre-authorized and necessary travel or other expenditures undertaken by Employee in performance of services pursuant to this Agreement. Employee shall document and claim said reimbursement in the manner and forms required by the City. Other than as specifically provided herein, Employee shall receive no other compensation or reimbursements for expenses incurred in performance of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

CITY OF YUBA CITY:

EMPLOYEE

By: _____
Diana Langley
City Manager

By: _____
Lynn Haile

EXHIBIT A

The temporary, limited term employment under this Agreement is for performance of the following duties and scope of work:

1. Training the Accounting Manager and other new Finance team members on and assisting them in budget preparation.
2. Training the Accounting Manager and other new Finance team members on and assisting them annual audit preparation.

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Finance/IT Department
Presentation By: Spencer Morrison, Finance Director

Summary

Subject: Two (2) Dump Truck Chassis and (1) Aerial Tree Truck Award

Recommendation: A. Adopt a Resolution awarding the purchase of two (2) 10-yard dump trucks to PB Loader, of Fresno, CA, in the amount of \$360,933.92 plus a 10% contingency of \$33,119.08, and one (1) aerial tree truck to Terex Utilities, Inc., of Watertown, SD, in the amount of \$250,504.90 plus a 10% contingency of \$23,357.10, all using Sourcewell contract pricing quotes and utilizing Section 9.8 of the Purchasing Policy finding it is in the best interest of the City

B. Appropriate \$517,463.80 for the above purchases in the Vehicle Replacement Fund

Fiscal Impact: \$517,463.80 Vehicle Replacement Fund Account 6610-69410

Purpose:

Purchase of replacement trucks for the Water Distribution, Sewer Collection, and Parks Maintenance divisions.

Council's Strategic Goal:

This staff report addresses the City Council's Strategic Goal of fiscal responsibility.

Background:

The California Clean Air Regulations are state air quality laws that have created an end-of-life situation for several City vehicles with diesel powerplants. Staff has struggled finding available chassis in recent years due to various supply chain issues and has located a dump truck chassis that satisfies the 10-yard dump truck purchase authorization granted by City Council on August 17, 2021, and chassis for two additional vehicle replacements slated for the current fiscal year: another 10-yard dump truck for the Water Distribution division and an Aerial Tree Truck for the Parks Maintenance division. The Resolution adopted on August 17th authorized the lease financing of one 10-yard dump truck in the amount of \$150,451.20, among other vehicles.

Analysis:

Once funding for a 10-yard dump truck was secured at the August 17th council meeting, staff worked with the approved vendor, PB Loader to find a chassis. In late April, Public Works staff received notice that two chassis are available and this request is an attempt to purchase both chassis: one approved and a second in anticipation of a second dump truck becoming out of compliance. The price of these chassis has increased by nearly \$30,000 from the amount City Council approved, \$150,451.20, and requires additional appropriation. Public Works staff has secured Sourcewell cooperative contract pricing and will use Section 9.8 of the City's Purchasing Policy to accept the quote.

An aerial tree truck was approved in the FY 2020-21 capital acquisitions budget. After much discussion about budget, leasing versus buying, and supply-chain related price increases, staff recommends purchasing this aerial truck using funds saved in the Vehicle Replacement Fund for this vehicle, \$253,000.

Fiscal Impact:

A total of \$517,463.80 will be purchased using the Vehicle Replacement Fund account, 6610-69410.

Recommendation:

A. Adopt a Resolution awarding the purchase of two (2) 10-yard dump trucks to PB Loader, of Fresno, CA, in the amount of \$360,933.92 plus a 10% contingency of \$33,119.08, and one (1) aerial tree truck to Terex Utilities, Inc., of Watertown, SD, in the amount of \$250,504.90 plus a 10% contingency of \$23,357.10, all using Sourcewell contract pricing quotes and utilizing Section 9.8 of the Purchasing Policy finding it is in the best interest of the City.

B. Appropriate \$517,463.80 for the above purchases in the Vehicle Replacement Fund.

Alternatives:

1. Reject all Sourcewell pricing
2. Request a formal bid process
3. Do not authorize purchases

Attachments:

1. Resolution
2. Quote - 10-Yard Dump Truck
3. Quote - Aerial Tree Truck

Prepared By:
Spencer Morrison
Finance Director

Submitted By:
Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AWARDING THE PURCHASE OF TWO (2) 10-YARD DUMP TRUCKS AND
ONE (1) AERIAL TREE TRUCK**

WHEREAS, the California Clean Air Regulations require certain diesel-powered vehicles in Yuba City's fleet to be replaced by January, 2023; and

WHEREAS, the City's Fleet Maintenance staff has identified vehicles to be replaced per the regulations or due to vehicles' ages and maintenance records, including two (2) 10-yard dump trucks and an aerial tree truck; and

WHEREAS, the City has been unsuccessful in obtaining one of the above-mentioned 10-yard dump trucks authorized by City Council at the August 17, 2021, meeting and pricing for that vehicle have increased by \$30,000 due to increased manufacturing costs, and;

WHEREAS, City staff has found heavy-duty chassis suitable for assembling the three trucks and has elected to utilize Section 9.8, the piggyback clause, in the City's Purchasing Policy to streamline the purchasing process in order to control costs and finding that it is in the best interest of the city; and

WHEREAS, the City has elected to use Sourcewell, a government cooperative purchasing source that provides access competitively sourced contracts; and

WHEREAS, heavy duty trucks are difficult to obtain in 2022 and decision delays are fraught with steel surcharges, supply chain woes, and other factors that are increasing prices every three to six months; and

WHEREAS, City staff recommends awarding the purchase of two (2) 10-yard dump trucks to PB Loader Corporation of Fresno, CA, a Sourcewell pricing supplier; and

WHEREAS, City staff recommends awarding the purchase of one (1) aerial tree truck to Terex Utilities of Watertown, SD, a Sourcewell pricing supplier; and

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

1. The City Council of Yuba City finds that Sourcewell provided contracts at a fair and reasonable cost. The City Council hereby authorizes the City Manager to purchase the two 10-yard dump trucks and one aerial tree truck, allowing for a 10% contingency for unforeseen price increases or surcharges, utilizing \$517,463.80 from the Vehicle Replacement Fund, 6610-69410, without additional written consent from the City, subject to approval as to legal form by the City Attorney.
2. This Resolution shall take effect immediately.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17th day of May, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM:
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2



CITY OF YUBA CITY
1201 CIVIC CENTER BLVD
YUBA CITY, CA 95993-3097
SOURCEWELL MEMBER ID# 84769

QUOTATION
NO. 11391R

DATE: 4/26/2022
TERMS: NET 30
F.O.B: FRESNO
MFG PRODUCT: SEE BELOW
INSTALL: SEE BELOW

QTY	PART NO.	DESCRIPTION	PRICE	EXTENSION
		PB LOADER CONTRACT NO. 080521-PBL SOURCEWELL CONTRACT - DISCOUNTED PRICES		
		MARKET PRICE SUPPORT BODY & ACCESSORIES		
1	PBLDB-10	PB LOADER SUPPORT BODY, 15 FT 12-14 YARD, HPT53-130 CLASS 80 NTEA HOIST, 3/16" STEEL FLOOR AND TAILGATE, 10 GAUGE STEEL BALANCE, 38" SIDES, 54" FRONT AND 46" REAR, 12" SPREADER APRON, 1/4 CABSHIELD, LED LIGHTS, WIRING HARNESS & BACKUP ALARM, PUMP, CONTROLS, TANK, VALVE, MUD FLAPS, STEEL MUDGUARDS, HOT SHIFT PTO, AIR TAILGATE, PAINT BLACK, INSTALLATION		\$36,696.00
1	50502-00	PULL TARP 16' -MANUAL ASPHALT TYPE W/ ROPE HOOKS (4-PER SIDE)		\$2,867.00
1	MODS-32	SIDE FLAPS FOR PULL TARP		\$346.00
2	695-058	WHELEN 500 SERIES STROBE (LED) - MOUNTED FACING REAR	\$477.00	\$954.00
2	695-240	WHELEN LED MICRONS MCRNSA - MOUNTED IN GRILLE	\$608.00	\$1,216.00
1	8200-00	HITCH PLATE W/ D-RINGS W/ 7 WIRE ROUND PIN SOCKET		\$1,385.00
1	7050-40	45 TON PINTLE HITCH (PREMIER 270A) - MOUNTED 24-26" FROM GROUND WITH AIR BRAKE ATTACHMENT		\$936.00
		MARKET PRICE ACCESSORIES/ UPGRADES		
1		ADD FOR CHANGES TO BODY ABOVE: 10 YD CAPACITY, 32" SIDES, 40" FRONT AND 40" REAR** FLOOR MATERIAL 1/4" AR450 DOUBLE WALL SIDES HIGH LIFT TAILGATE (**IN LIEU OF STANDARD TAILGATE, INCREASES TAILGATE HEIGHT TO 40") TWO (2) DITCH GATES EITHER SIDE OF TAILGATE FOUR (4) PULL-OUT LADDERS WITH GRAB HANDLES, TWO MOUNTED DRIVER SIDE, TWO MOUNTED PASSENGER SIDE SIDE GUIDE ARMS FOR PULL TARP (BENT FOR SIDE ACCESS) SET OF TWO (2) STEEL TAILGATE SAFETY LATCHES GLAD HANDS MNT AT HITCH PLATE BODY PAINTED WHITE IN LIEU OF BLACK		\$12,685.00
1	SURCH9.0	CURRENT 9% STEEL SURCHARGE FOR SUPPORT BODY		\$3,303.00
		MARKET PRICE CHASSIS		
1		2023 FREIGHTLINER M2106 CONVENTIONAL CAB CHASSIS WITH CUMMINS L9 300 HP @ 2200 RPM DIESEL ENGINE, ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION, 40,000 LB. TANDEM REAR AXLE SUSPENSION, 12,000 LB. SINGLE FRONT AXLE SUSPENSION, 50-GAL. ALUMINUM FUEL TANK, CONTINENTAL HSC3 11R22.5 16 PLY RADIAL TIRES, MAXION WHEELS 90260 STEEL WHEELS, CAB PAINTED WHITE		\$105,508.00
		TOTAL:		\$165,896.00
		SALES TAX (7.25%):		\$12,027.46
		FREIGHT:		\$2,500.00
		CA TIRE RECYLING FEE:		\$10.50
		CA LICENSE FEE		\$33.00
		TOTAL NET PRICE FOR ONE (1) UNIT, TAX & FREIGHT INCLUDED:		\$180,466.96
		TOTAL NET PRICE FOR TWO (2) UNITS:		\$360,933.92
		BUDGETARY 2023 STEEL SURCHARGE PER CHASSIS ARRIVES AFTER 12/31/22:		\$21,074.00
		NOTES: 1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECEIPT OF CHASSIS AND BODY. LEAD TIME SUBJECT TO CHANGE AFTER RECEIPT TO ORDER. 2. PURCHASE ORDER MUST BE MADE OUT TO PB LOADER CORPORATION. 3. 2023 STEEL SURCHARGE WILL BE WAIVED IF ORDER IS PAID IN FULL UPON COMPLETION OF BODY AT FACTORY, BEFORE INSTALLATION ON CHASSIS. DUE TO MARKET CONDITIONS 2023 STEEL SURCHARGE IS SUBJECT TO CHANGE AT ANY TIME Delivery times are approximate.		

ATTACHMENT 3



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: **5/2/2022** Sourcewell 2022 Pricing 110421-TER
Revision #9
Quote Number: QU16043 Unit: XTPRO 56

CITY OF YUBA CITY
1185 MARKET STREET
YUBA CITY, CA 95991
(530)822-4772
Attention: TONY JAYNE

Unit, Body & Install Price: \$150,156
Chassis: \$83,415

Grand Total Each: \$233,571

Prices are subject to change until shipment. Applicable taxes and surcharges will be added. Taxes, shipping & handling and lead times are estimates and subject to change. Quoted prices are based on total quoted package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis payment is due upon chassis receipt at our facility. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: CPT Destination
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 360 +

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Steve Fedt

Sales Coordinator

Matthew Mayer

Account Manager

 **WARNING** Cancer and Reproductive Harm
www.P65Warnings.ca.gov

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

TUFM1050 Rev D 03-06-12



Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

04/28/2022

CITY OF YUBA CITY
1185 MARKET STREET
YUBA CITY, CA 95991
Attention: TONY JAYNE

Phone: (530)822-4772

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger XT PRO 56 insulated overcenter aerial device providing a working height of 61.0 ft (18.6 m) and a side reach of 41.5 ft (12.6 m) non-overcenter and 45.6 ft (13.9 m) overcenter.

Design Criteria:

- * Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Boom Tip:

Upper Controls: "Control-Plus" single stick controller.

Maintenance free chain.

Manual Platform Tilt Release:

- * Tilts perpendicular to the boom.
- * Allows the platform to be horizontally tilted for rescue or clean out.

Dual Hydraulic Tool Outlets At Platform:

- * Dual hydraulic tool outlets at platform to accommodate two (2) open center hydraulic tools.
- * Tools cannot operate simultaneously.
- * Includes relief to limit pressure to 2250 PSI.
- * Flow is adjustable.

Lower Boom:

- * Filament wound high strength fiberglass insert providing an insulation gap.
- * The lower boom is supported when stored by a boom rest.

Upper Boom:

- * Filament wound tapered fiberglass boom providing a clear span insulation gap.

Continuous & Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
- * Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.
- * A 4-channel electric collector ring is provided.

Lower Controls:

Qty. Description

- * Individual control levers are provided and located in an accessible location on the turntable.
- * An upper/lower control selector provides override of platform controls.

Outrigger Interlock:

- * To operate the boom the outriggers must be extended.

Pedestal:

- * The pedestal is designed with access for maintenance of hydraulic plumbing.

Rotation Bearing:

- * The rotation bearing is a heavy duty "shear-ball" bearing with external gear teeth utilizing polished alloy steel balls.
- * Both the inner and outer races are machined from high-strength alloy steel and are heat treated to provide maximum life.
- * High-strength, grade 8 bolts attach the inner and outer races to the pedestal and turntable.

ANSI Rating:

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Hydraulic System:

- * Full pressure, open center hydraulic system.
- * A external 33 gallon hydraulic oil reservoir is provided with a 60 mesh filter screen, baffles, 100 mesh suction screen with bypass, clean-out access hole, dipstick and shut off valve.
- * A 10 micron return line filter located in oil reservoir.
- * An in-line relief is also provided.
- * Hydraulic hoses are equipped with swaged hose fittings.

Miscellaneous:

- * All metallic components of the complete aerial device are powder coat white.
- * The fiberglass upper boom, lower boom insert, and platforms are white.
- * Two complete manuals providing operation and maintenance procedures, and a replacement parts listing.
- * Warning decals are provided with unit.

1 Pedestal and Outriggers Assembly, Split Mount.

- * For behind the cab mount units.
- * Booms not installed on the pedestal/outriggers prior to shipping.
- * One set of (9283) outriggers welded and assembled to pedestal.
- * Outrigger controls and Chip box dump control located on side of pedestal.
- * Outrigger moving alarm, outrigger and chip box harness and switches shipped loose

1 Platform 24" x 24" x 40":

- * One curbside mounted fiberglass platform with a rated capacity of 400 lbs.
- * Includes one (1) outside access step with slip-resistant surface.

1 A safety harness with lanyard is provided for fall arrest.**1 A padded saddle rest provides platform support during road travel.**

Qty. Description

- 1 Insulated Platform Liner For 24" x 24" x 40" Platform:
* Tested at 50 KV AC.

- 1 Vinyl Platform Cover For 24" x 24" Platform:
* Waterproof with internal elastic cord around edge.

- 1 Tie down kit.

- 1 Engine Stop/Start controlled at platform and lower controls.

Auxiliary Let Down for use with Open Center Hydraulics:

* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.

*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

- 1 Terex Advanced Chassis Controller:
* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
* Programmable settings allow installer to customize/select options need for their application.
* Back-up Camera ready.
* Screw terminal-type connections and enclosure to cover connections.
* Recommended on Class 6 and above chassis with multiple outputs
* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

- 1 Pump: Fixed Gear and bi-directional
* 8 GPM at 2750 PSI at 1200 RPM

** ALTERED FROM STANDARD **

- 1 .

- 1 American flag displayed on unit.

- 1 Factory Warranty

BODY, INSTALLATION

** BODY INFORMATION **

- 1 Chipper Body Package:
* As per the attached Chipper Body Specifications.

** BODY INFORMATION **

- 1 Terex Install of Chipper Body Package:

- 1 Install Aerial Device Behind Cab And Install All Associated Components:

Qty. Description

* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.

- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Platform rest, bottom base
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 2 Laminated wood outrigger pad 24" x 24" x 2-1/4" with rope handle.
 - * Includes outrigger pad storage.
 - * Locate (1) under each side of Body Compartments.
- 2 Chain style retainer
- 2 Rubber wheel chocks with eye bolt.
- 2 Wheel chock bracket, single for mounting under the body.
 - * Locate under Curbside of Chipper Body - Front and Rear of Rear Axle.
- 2 Chain style retainer
- 2 Cone holder bracket, fold down type with base.
 - * Locate (1) on each Outrigger.
- 1 Grab handles as necessary for 3-point contact.
- 2 Mud flap with logo 30" tall.
Note: Trim As-Required.
- 1 A mounting kit for under 45" flatbed frame height for a pair of mud flaps.
- 1 Tree trimmer cab guard constructed of tubing and heavy duty expanded metal, painted black. Includes curb side access steps to top of cab guard
 - * Top of Cab Guard to be covered with Steel Treadplate -
 - Treadplate Gauge to be determined on Approval Drawings.
 - * Change to Curbside Staircase Gripstrut Access Steps.

Qty. Description

- 1 Channel bumper and skirt required for mounting a cab guard.
- 1 Chipper Body Lighting Wiring:
 - * Connect Body Vendor Supplied Chipper Body Lighting Wiring to Chassis and
 - Terex Chassis Controller Wiring.
- 1 Lighted license plate bracket kit with LED light.
- 1 Peterson Clearance Light Kit with 2.50" Amber, LED.
- 4 12 volt outlet, cigarette electrical style.
 - * Locate (1) in at each Corner of Cab Guard - Near Golight Mounts.
- 1 Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets.
 - *Wired into On/Off switch in cab.
 - * Locate (2) at Front under Cab Guard.
 - * Locate (2) at Rear Upper Corners of Chipper Body.
- 2 Cab guard strobe mounting.
- 2 Golight 7901 spotlight, portable, programmable wireless remote, suction cup & magnetic mount shoe, 15' cord w/cigarette plug and white in color.
 - * Ship Loose.
- 4 Bracket for spotlight mounting.
 - * Plate for Magnetic Mount Golight(s).
 - * Locate (1) on each Corner of Cab Guard.
- 1 Whelen TAM-65 arrow directional LED light stick, 36" long, 6-lamp.
 - * Locate on Top Rear of Chipper Body - Centered.
- 1 Guard for Whelen Traffic Advisor:
 - * Terex PN: TBD.
- 1 Tekonsha Voyager electric brake control.
- 1 15 ton pintle hook:

Qty. Description

* Safety chain eyes.

"Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."

1 ICC rear bumper.

1 7-blade trailer socket. (RV style)

1 Heat shields, as required to protect hydraulic system from exhaust.

1 Oil tank mounting for external reservoirs.

45 Fill with Hydraulic oil for general purpose use.

* Refer to the product maintenance manual for specific type to be used.

1 Modify to Auxiliary Tool Outlet Hydraulic Quick Couplers:

* Add 90-Degree Elbow Fittings to (1) Set of Quick Couplers.

* Terex PNs: TBD.

1 Fairmont 43178 Hydraulic Long Reach Chain Saw:

* 62.5" Long Reach with 13" cutting capacity.

* Rotate trigger spool for open or closed center systems.

1 8' of non-conductive hose with couplers.

1 Scabbard for chain saw, plastic that mounts to the rim of platform.

1 Boom Mount Chain Saw Scabbard:

* Model #ARBSC.

* Includes Scabbard / Handle Rack & (3) Ratchet Straps.

* Terex PN: TBD.

1 Safety Kit consists of the following:

* 5-lb ABC fire extinguisher with bracket.

* James King triangle reflector kit.

2 Level indicator, Rieker inclinometer, +/- 5 Degrees.

* Locate near Outrigger Controls - (1) Side to Side & (1) Fore & Aft.

1 Rear view vision 2.5" round red marker light camera & 5" monitor system.

1 Paint body floor with non-skid paint.

* Include Cab Guard.

Qty. Description

1 Paint compartment top with non-skid paint.

1 Paint cab guard one color.

* Note: specify color

* WHITE to match Chassis Cab.

CHASSIS

1 Freightliner M2 106 4x2 (Spec # 80)

* 33,000 lbs GVWR

* Wheelbase 189", CA 123", axle to frame 100"

* 13,220-lb capacity front axle

* 21,000-lb capacity locking rear axle

* Cummins B6.7 (6.7L) 300 HP @ 2,600 rpm, torque 660 lb-ft @ 1,600 rpm

* Allison 3500 RDS wide ratio, 5-speed automatic transmission with double overdrive

* L0006EY White Elite EY

** CHASSIS INFORMATION **

1 Includes the following:

* Carb22

* Front Frame Extensions.

SPECIAL CHARGES

1 Delivery to Customer.

1 First Article Inspection, Digital

** ADDITIONAL INFORMATION **

* Bluejeans.

6 CALIFORNIA TIRE FEE

** ALTERED FROM STANDARD **

1 .

** ALTERED FROM STANDARD **

1 Terex Utilities to License & Register Completed Unit with California DMV:

* Additional Taxes & Fees to be determined at time of invoice.

Qty. Description

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
 Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
 Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
 Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
 based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
 \$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
 Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
 front in the quote or secondarily on the approved engineering drawing. Any accessories located
 or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

Customer Information:

Customer: **Terex South Dakota**
Customer Number: **22806**

End Customer: **Ind Orig Equip Manufactur**
Contact: **Steven Fedt**

Ref C7287-21
Platform And Pack

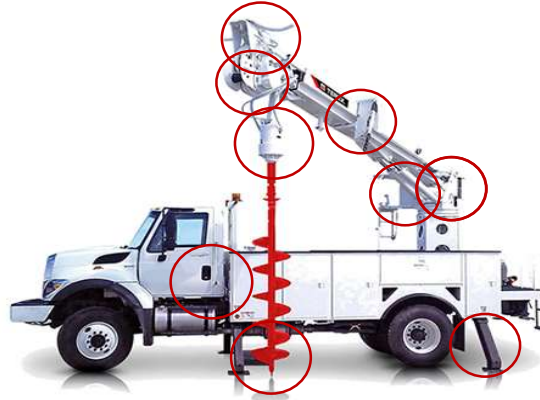
Quote Information:

Quote Date: 03/22/2022

Base Quote Information:

Qty	Ins	Item Description	Notes/Specifications
1	N	Forestry Body 11' Notched	
		Overall Length - - - - -11'3"	Long sills (34"spc.) - -7" structural channel
		Overall Width - - - - -95"	Pole Saw and Ladder Box installed Streetside
		Overall Height - - - - -62"	Lights- - - -Clearance, S/T/T, Backup and Strobe
		Interior Height - - - - -52"	Forestry Body prime paint - -Complete immersion in
		Floor Length - - - - -110"	electrodeposition gray epoxy primer.
		Rear Gate Height - - - - -24" (opens to curbside)	Undercoating - - - - -Complete undercoating
		Chip Capacity- - - - -15.05 Cubic Yards	Finish paint - Prime only
		Forestry Body Floor - - -12 Ga. HS smooth steel	WARRANTY: Standard Knapheide Limited Warranty
		Cross sills (18"spc.)- -3" Structural Channel	
1	Y	KFB Special Roof Height	62" interior clear height. 73" overall height.
1	N	Hoist KH-1512SF-AE	
1	Y	KFB Ladder Box Streetside	ilo standard curb side
1	Y	Coal Tar Coating 11'&12'	Interior
1	Y	Reinforce Roof/Rear	Reinforce roof and rear end for boom rest support.
1	N	Forestry Pack KPF-944850	Includes: (1) Full length shelf, 54"L, centered side to side. (3) Combo hooks mounted in curb side compartment. 3pt T-Handle latches with master lock system.
3	Y	KPF Combo Hooks 3-0-3	Six total in curb side front vertical. 3-0-3.
1	Y	KPF Louver Vents-1Pr R2V	
1	Y	KPF 3PT T-Handle Latches	
1	N	Aerial Platform 50"L	94"W x 6"H. Cutout in floor for aerial.
2	N	Grip Strut Access Step Ay	Bolt-on style. Shipped loose. One for each side of the aerial platform.
4	N	Bolt-On Grab Handles	Two per side of aerial platform. Four total. -2 Pool type and 2 for front of Knap Pack. Shipped loose.
1	Y	Forestry Body Ext White	Exterior of body painted Knapheide white. Some touch up may be required by distributor after shipment and handling.
1	Y	Knap Pack Ext White	Exterior of pack painted Knapheide white. Some touch up may be required by distributor after shipment and handling.

(CONTINUED)



Fleet Maintenance and Inspection Agreements

Contact us **NOW** for pricing! 1-210-476-7768

- We cater to your needs through pay-as-you-go, customized service agreements.
- We can cover your entire fleet, for all manufacturers!
- Our inspections provide a trusted and certified review of your unit.
- Maintain your Terex Limited Lifetime Structural Warranty eligibility by utilizing Terex Services for your maintenance needs!

Annual Inspection	Basic	Silver	Gold	Platinum
(4 Options)	✓	✓	✓	✓
+ Dielectric Test		✓	✓	✓
+ Lubrication & Filters			✓	✓
+ Rotation Bolt Torque Checks*				✓

180-Day Inspection	Basic	Silver	Gold
(3 Options)	✓	✓	✓
+ Lubrication & Filters		✓	✓
+ Rotation Bolt Torque Checks*			✓

90-Day Inspection	Basic	Silver
(2 Options)	✓	✓
+ Lubrication & Filters*		✓

We come to you!



Or you can come to us!



Get preferential travel rates by including your entire fleet!

•• Be sure to select your preferred inspection level to be quoted.

TEREX SERVICE CENTERS KEEP YOUR EQUIPMENT WORKING



*Terex recommends selecting to comply with ANSI/OSHA requirements.

Preventive Maintenance and Inspection Program

XTPRO56 ▼ XT PRO Series Overcenter Articulating Aerial Device



5 ▼ = number of years of preventive maintenance service in the quote
1 ▼ = quantity of units to include in the quote

☒ Include field service travel time (otherwise units will be serviced at a branch)

Please indicate customer location: West of Colorado Mountains ▼

☐ Include leveling chain replacement at 5 years

NOTE: The selected unit does not require leveling chain inspection nor replacement at 5 years

Preventive Maintenance Packages, Single Unit

Basic	Silver	Gold	Platinum	Custom
- Yearly visual inspection and operational test of all critical components.*	- Yearly visual inspection and operational test of all critical components.	- Yearly visual inspection and operational test of all critical components.	- Yearly visual inspection and operational test of all critical components.	Package includes:
<i>* NOTE- Basic package by itself does not qualify as the required annual inspection under the Terex Limited Product Warranty</i>	- Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	- Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	- Annual preventive maintenance as defined in maintenance manual, including the following: - Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test - Replacement hydraulic oil filters and lubricant - Qualifies as the required annual inspection under the Terex Limited Product Warranty	See custom package configurator
		- 180 day inspection and preventive maintenance	- 180 day inspection and preventive maintenance	
		- Replacement hydraulic oil filters and lubricant	- Replacement hydraulic oil filters and lubricant	
			- 5 years preventive maintenance	
			- Removal and inspection of leveling chains and insulator rods**	
			<i>** Not required for XT PROs, OPTIMAS, units equipped with Extended Life leveling chains, or units not equipped with leveling chains.</i>	
Standard service price: \$5,100 Your package price: \$4,416	Standard service price: \$6,851 Your package price: \$5,932	Standard service price: \$11,951 Your package price: \$10,348	Standard service price: \$11,951 Your package price: \$10,348	Standard service price: \$11,951 Your package price: \$10,348
You save: \$684	You save: \$919	You save: \$1,603	You save: \$1,603	You save: \$1,603

Select your package: ☐ Basic (customer declines, among others, torque check of critical fasteners)

☐ Silver ☐ Gold ☐ Platinum ☐ Custom

Customer confirms selection of the maintenance package indicated for the price and duration specified. Customer accepts and agrees to the attached Terex Terms and Conditions of Sale, which govern this transaction. In the event of early cancellation of this Agreement, Customer agrees that Terex shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Terex's actual damages.

Customer signature: _____

Preventive Maintenance and Inspection Program

Custom Package Configurator

Product Code:

XT PRO Series Overcenter Articulating Aerial Device



= number of years of service

= quantity of units to include in the quote

Include the following periodic Preventive Maintenance:

- ☐ 90 Days (360 Hours)
- ☒ 180 Days (720 Hours)
- ☐ 270 Days (1,080 Hours)
- ☒ 12 Months (1,050 Hours)
- ☒ Dielectric Test (Yearly)
- ☐ 5 Years (5,250 Hours) ☐ Include leveling chain replacement at 5 years

NOTE: The selected unit does not require leveling chain inspection nor replacement at 5 years

☒ **Include field service travel time**

Please indicate customer location:

Custom

Standard service price:
\$11,951
Your package price:
\$10,348

You save: \$1,603

[Visit us at TEREX.com](http://TEREX.com)

PREVENTIVE MAINTENANCE AND INSPECTION PROGRAM

A SCOPE OF SERVICES

- 1 For each Terex Utilities equipment unit specified in section C below, Service Provider will provide, annually, for the Basic Package: Visual inspections and operational tests; for the Silver Package: Annual preventive maintenance, dielectric test, lubricant and hydraulic filter; for the Gold Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test; for the Platinum Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test, 5 years preventive maintenance ; for the Custom Package: 180-Day preventive maintenance, Annual preventive maintenance, dielectric test, lubricant and hydraulic filter, ; services will be provided for 5 years, provided this Agreement has not expired or been terminated. Such Maintenance will be consistent with the applicable service manual for each Equipment unit. The commencement date for such Maintenance for the Equipment will be the on the equipment delivery date. Service Provider will have no obligation to perform Maintenance on any Equipment after termination or expiration of this Agreement.
- 2 The Maintenance will be conducted at the Designated Service Location specified in section C below. Maintenance outside such location will be performed at an additional fee to be agreed by the parties in advance. Customer shall provide a safe work area for the Maintenance, with electric power, water, waste disposal, and access provisions. Vehicle must be provided free and clear of debris to allow technician safe access to the equipment controls and pedestal area. Service Provider will provide periodic reports to Customer of the Maintenance that has been performed.
- 3 Maintenance and Inspection of the Equipment will be scheduled by Customer at least five (5) business days in advance. The parties will cooperate to ensure advance notice is provided to Service Provider of any additional service that may be requested.
- 4 In the event an Equipment unit does not meet the Inspection criteria because of needed repairs ("Repairs"), Service Provider will provide an estimated cost for such Repairs. Repairs will be performed upon Customer's approval and issuance of a purchase order. The Repairs must be performed prior to Service Provider acknowledging that the Inspection is completed.
- 5 Maintenance, Inspections, and Repairs will be performed by Service Provider on the Equipment within the hours of 7:00 a.m. to 5:00 p.m. on normal business days (excluding weekends and public holidays). In the event Customer schedules Maintenance, Inspections, and/or Repairs outside of such hours, or on weekends or public holidays, the following additional fees will be charged: \$130.00 an hour, or for prorated portions of an hour depending on the time of completion. Fees will be billed from the time the Service Provider reaches the jobsite.
- 6 In the event Customer proposes changes to the Scope of Services stated herein, Service Provider reserves the right to renegotiate the fee agreed between the parties.

B FEE SCHEDULE

For the Basic Package: \$4,416; for the Silver Package: \$5,932; for the Gold Package: \$10,348; for the Platinum Package: \$10,348; for the Custom Package: \$10,348; for 5 years of service, with payment by Customer to Service Provider due upon signing of this Agreement.

C LIST OF EQUIPMENT UNITS TO BE INSPECTED AND MAINTAINED

The following equipment, listed by Serial Number and Model, is included under this Agreement:

Equipment Model: XTPRO56

Equipment Serial Number(s):

This document will be supplemented with serial numbers for the units once they are available

Designated Service Location:

CUSTOMER'S ADDRESS

("Seller")

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") and field labor, reconditioning, repair, maintenance and inspection services (collectively referred to herein as "Services") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products or Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.

3. Taxes and Duties. Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Risk, Transportation and Delivery. Unless otherwise stated in writing, all prices and delivery are FCA, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer's request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Cancellation. Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

6. Inspection and Acceptance. Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

7. Warranty for Products and Services.

(a)For Equipment:

Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

(b)For Parts:

- (i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;
- (ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of the warranty for the Equipment originally sold by Seller; and
- (iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.

(c)For Services:

- (i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;
- (ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and
- (iii) Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller's facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall be void in the event Buyer has carried out modifications or reconditioning work on the Equipment or Parts without the prior written consent of Seller. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. **THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof purchased from Seller, or any equipment which was the subject of any Service performed by Seller, which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive the foregoing limited warranties without the prior written consent of Seller.

8. Remedies for Breach. IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

10. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

11. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

12. Security Interest. Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

13. Insurance. Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

14. Return of Products. Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.

15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

18. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

19. On-Site Services. In the event that Seller is providing Services at Buyer's worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems. Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations ("Regulations"). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller's cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller's control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer's premises.

20. Additional Terms of Equipment Services. In the event Seller performs Services on Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the Equipment provided, and authorizes Seller to perform the Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller's control, or (ii) delays in completion of Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of \$20 per day for any Equipment left on Seller's premises more than fifteen (15) days after completion of the Services. Buyer grants Seller a security interest and lien in the Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller. Seller is entitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment. In the event Buyer fails to retrieve the Equipment within ninety (90) days after completion of the Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such Equipment and to convey title to a purchaser of such Equipment, and to apply any sale proceeds against any amount owed by Buyer to Seller. In the event of default by Buyer, all unpaid sums owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer.

21. Force Majeure. The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

22. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

23. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws.

24. Construction and Severability. This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.

26. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Prepared by:
Zachary Burt
FOUR STAR FREIGHTLINER OF
MONTGOMERY
3140 HAYNEVILLE ROAD
MONTGOMERY, AL 36108
Phone: 334-263-1085

Diagram showing the side view of a truck chassis with dimensions:

- Overall length: 123 in
- Wheelbase: 120 in
- Front overhang: 106 in
- Front suspension to front wheel center: 41 in
- Front suspension to rear wheel center: 189 in
- Overall length including front overhang: 330 in
- Height from ground to top of chassis: 62.70 in
- Height from ground to bottom of chassis: 41.82 in
- Height from ground to top of chassis at rear: 41.82 in
- Height from ground to top of chassis at front: 3 in

Model	M2106
Wheelbase (545)	4800MM (189 INCH) WHEELBASE
Rear Frame Overhang (552)	2550MM (100 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

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Prepared for:
Sheldon Seward
TEREX UTILITIES BB
500 OAKWOOD RD
WATERTOWN, SD 57201
Phone: 605-882-5515

Prepared by:
Zachary Burt
FOUR STAR FREIGHTLINER OF
MONTGOMERY
3140 HAYNEVILLE ROAD
MONTGOMERY, AL 36108
Phone: 334-263-1085

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	123.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	120.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	223.8
Cab Height (CH)	62.7
Wheelbase (WB)	189.0
Frame Overhang (OH)	100.4
Overall Frame Length	318.8
Overall Length (OAL)	330.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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TEREX UTILITIES BB
500 OAKWOOD RD
WATERTOWN, SD 57201
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MONTGOMERY
3140 HAYNEVILLE ROAD
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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-23M	M2 PRL-23M (EFF:01/21/20)		
Data Version			
DRL-039	SPECPRO21 DATA RELEASE VER 039		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,503
004-223	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-011	FIXED LOAD COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 13220.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs (Derated)		

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Data Code	Description	Weight Front	Weight Rear
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 45000.0 lbs		
Truck Service			
AA3-006	UTILITY BODY		
AF3-2A5	TEREX		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-21X	CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-005	PTO MODE ENGINE RPM LIMIT - 900 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
79W-001	ONE REMOTE PTO SPEED		
79X-001	PTO SPEED 1 SETTING - 700 RPM		
80G-002	PTO MINIMUM RPM - 700		
80J-001	REGEN INHIBIT SPEED THRESHOLD - 0 MPH		
Engine Equipment			
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		

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TEREX UTILITIES BB
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FOUR STAR FREIGHTLINER OF
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	Data Code	Description	Weight Front	Weight Rear
*	281-008	STANDARD BATTERY JUMPERS W / Additional ground stud mounted 12 inches aft of the spring shackle		
	282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
	289-001	NON-POLISHED BATTERY BOX COVER		
	87P-001	CAB AUXILIARY POWER CABLE	5	
	295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
	107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
	108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
	131-013	AIR COMPRESSOR DISCHARGE LINE		
	152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
	128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
	016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
	28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH		
	239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
	237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
	23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
	30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
	43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
	23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
	43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
	242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)		
	273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		

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	Data Code	Description	Weight Front	Weight Rear
	276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
	110-003	CUMMINS SPIN ON FUEL FILTER		
	118-001	FULL FLOW OIL FILTER		
*	266-078	950 SQUARE INCH ALUMINUM RADIATOR	50	
	103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
	171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	270-016	RADIATOR DRAIN VALVE		
	168-002	LOWER RADIATOR GUARD		
	138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
	140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
	134-001	ALUMINUM FLYWHEEL HOUSING		
	132-004	ELECTRIC GRID AIR INTAKE WARMER		
	155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission				
	342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment				
	343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
	84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
	84C-022	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	84D-022	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 5, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		

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Data Code	Description	Weight Front	Weight Rear
84F-018	S7 ECONOMY LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-018	2600 RPM PRIMARY MODE SHIFT SPEED		
84H-016	2400 RPM SECONDARY MODE SHIFT SPEED		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-023	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A7	DETROIT DA-F-13.3-3 13,300# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING

Prepared for:
Sheldon Seward
TEREX UTILITIES BB
500 OAKWOOD RD
WATERTOWN, SD 57201
Phone: 605-882-5515

Prepared by:
Zachary Burt
FOUR STAR FREIGHTLINER OF
MONTGOMERY
3140 HAYNEVILLE ROAD
MONTGOMERY, AL 36108
Phone: 334-263-1085

Data Code	Description	Weight Front	Weight Rear
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	MINERAL SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-1D8	13,300# TAPERLEAF FRONT SUSPENSION	75	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
* 62H-012	FRONT SUSPENSION WITH LEFT HAND AND RIGHT HAND OFFSET SHACKLE BRACKETS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1N0	MS-21-14X 21,000# R-SERIES SINGLE REAR AXLE		10
421-557	5.57 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		

Prepared for:
Sheldon Seward
TEREX UTILITIES BB
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FOUR STAR FREIGHTLINER OF
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Data Code	Description	Weight Front	Weight Rear
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-012	AIR DRYER MOUNTED UNDER HOOD		
460-001	STEEL AIR BRAKE RESERVOIRS		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections			
*	914-035	AIR CONNECTIONS FOR EOF ONLY TIED TO 2ND TO LAST XMBR WITH 72" ADDITIONAL HOSE	
	296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE	

Prepared for:
Sheldon Seward
TEREX UTILITIES BB
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Prepared by:
Zachary Burt
FOUR STAR FREIGHTLINER OF
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Data Code	Description	Weight Front	Weight Rear
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame			
545-480	4800MM (189 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	160	280
552-063	2550MM (100 INCH) REAR FRAME OVERHANG		
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-50	210
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 123.43 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.43 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 318.77 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 87.87 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 70.93 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
605-103	D15-28195-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
Fuel Tanks			

Prepared for:
Sheldon Seward
TEREX UTILITIES BB
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Data Code	Description	Weight Front	Weight Rear
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1YX	CONTINENTAL HSC3 11R22.5 16 PLY RADIAL FRONT TIRES	48	
094-12P	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES		92
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 6.16 INSET 2-HAND STEEL DISC FRONT WHEELS		
505-657	ACCURIDE 51408 ACCU-LITE 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
678-998	NO GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		

Prepared for:
Sheldon Seward
TEREX UTILITIES BB
500 OAKWOOD RD
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FOUR STAR FREIGHTLINER OF
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Data Code	Description	Weight Front	Weight Rear
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
726-001	SINGLE ELECTRIC HORN		
728-001	SINGLE HORN SHIELD		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-001	(5) AMBER MARKER LIGHTS		
294-090	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING FOR COMBINED STOP/TURN LIGHTS TO FOUR FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BH	DUAL WEST COAST MOLDED-IN COLOR MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
275-061	PARK BRAKE REMINDER WARNING SYSTEM		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
694-010	IN DASH STORAGE BIN
742-007	(2) CUP HOLDERS LH AND RH DASH

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Data Code	Description	Weight Front	Weight Rear
680-006	GRAY/CHARCOAL FLAT DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-002	KEY QUANTITY OF 2		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		

Prepared for:
Sheldon Seward
TEREX UTILITIES BB
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Zachary Burt
FOUR STAR FREIGHTLINER OF
MONTGOMERY
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Data Code	Description	Weight Front	Weight Rear
486-006	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM WITH (1) ADDITIONAL PARK SWITCH FOR CUSTOMER USE		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-008	AM/FM ANTENNA MOUNTED ON LH SIDE MIRROR		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
482-001	BW TRACTOR PROTECTION VALVE		

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Data Code	Description	Weight Front	Weight Rear
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

065-000	PAINT: ONE SOLID COLOR
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Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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Raw Performance Data

AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.43 in
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Prepared for:
Sheldon Seward
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Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	6401 lbs	4315 lbs	10716 lbs
Total Weight ⁺	6401 lbs	4315 lbs	10716 lbs

Extended Warranty

WAG-010 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$550 CAP FEX APPLIES (AT NO ADDITIONAL CHARGE)

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Development Impact Fees – Ad Hoc Committee
Recommendation: Re-establish and designate two (2) Councilmembers to steer the Development Impact Fee Ad Hoc Committee for a period not to exceed one (1) year, unless additional action is taken by the Council
Fiscal Impact: Costs associated with staff time supporting the committee

Purpose:

To evaluate the City's Development Impact Fees in an effort to efficiently balance the needs of the City with development requirements.

Council's Strategic Goal:

This item directly relates to all of the City Council's Strategic Goals of Infrastructure, Fiscal Responsibility, Public Safety, and providing a Business-Friendly environment - where continuous efforts to evaluate the City's Development Impact Fees help maintain and enhance the quality of life for City residents.

Background:

The City Council held a special workshop on December 2, 2019, to discuss the City's Development Impact Fees. Based on the discussion, on December 17, 2019, Council approved the formation of an Ad Hoc Development Impact Fee Committee (Committee) comprised of two (2) Councilmembers, staff, and representatives.

The Committee identified short-term, mid-range, and long-term objectives to facilitate development in Yuba City.

At the Council's March 17, 2020 meeting, the Council confirmed the Committee's recommendation that impact fees be reduced across the City limits to match the Infill Development Impact Fee rate, and adopted an Overhead Utility Policy.

Since Council's March 17, 2020 actions, staff and Council have been coordinating towards addressing the additional mid and long-term objectives identified by the Committee. Work has included rescinding

outdated City Growth Plans and Specific Plans, updating a Citywide traffic model, work to implement infrastructure and Impact fee financing options through the SCIP program, coordinated discussions with the school district regarding fee payment options, and coordination to remove the City's levee impact fee.

Analysis:

The previous Committee identified the long-term objective to update the City's AB1600 study and associated impact fees. Staff in coordination with the City's traffic engineering consultant has substantially completed a City-wide traffic model and cost update. Due to significant changes that may result with the implementation of an updated traffic model and associated implementation policies, staff recommends to re-establish the Development Impact Fee Ad Hoc Committee to review the information and provide policy recommendations for Council consideration.

The two Councilmembers designated to steer the Ad Hoc Committee will coordinate with staff to solicit Committee members, facilitate the meetings, identify necessary staff to participate in each meeting, and coordinate the preparation of a report with recommendations as applicable to the entire City Council.

Fiscal Impact:

Costs associated with staff time supporting the committee.

Alternatives:

Do not form the committee and/or provide staff alternative direction.

Recommendation:

Re-establish and designate two (2) Councilmembers to steer the Development Impact Fee Ad Hoc Committee for a period not to exceed one (1) year, unless additional action is taken by the Council.

Attachments:

None

Prepared By:

Ben Moody
Public Works & Development Services Director

Submitted By:

Diana Langley
City Manager

CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation By: Ben Moody, Public Works & Development Services Director

Summary

Subject: Barry Elementary School Waterline Extension Project (Plans & Specifications)

Recommendation: A. Adopt a Resolution approving the plans and specifications for the Barry Elementary School Waterline Extension Project (15-06) and authorizing advertisement for bids on the project

B. Adopt a Resolution designating and authorizing the Public Works Director to sign and enter into the Initial Drinking Water State Revolving Fund Construction Loan Funding Agreement, and any amendments made thereto, with the State Water Resource Control Board for construction of the Barry Elementary School Waterline Extension Project, subject to approval as to legal form by the City Attorney

C. Adopt a Resolution authorizing the City Manager to execute an Out of Agency Water Service Agreement with Yuba City Unified School District in accordance with Sutter County Local Agency Formation Commission (LAFCO) requirements and the terms of the State Funding Agreement, subject to review and approval as to legal form by the City Attorney

Fiscal Impact: Engineer's Estimate: \$3,923,000 – Account No. 1258 (Barry School Water Transmission Line)

Purpose:

To facilitate the construction of the Barry School Waterline Extension Project to provide water service to Barry Elementary School.

Council's Strategic Goal:

This project addresses City Council's Strategic Goals of improving the City's Infrastructure and operating our City government in a fiscally responsible manner.

Background:

Barry Elementary School is located at 1255 Barry Road in Yuba City, and it has a student population of approximately 700 students. In 2009, the California Department of Public Health issued a non-

compliance order to Barry Elementary School for non-compliance with a maximum contaminant level for arsenic. In coordination with the State Water Resources Control Board (State), the school prepared a Feasibility Study to determine viable options to provide clean drinking water to the school. Due to long term costs and operation requirements for onsite treatment, the study determined that the most viable option was to obtain water from the City.

On June 2, 2015, Council approved providing water service to Barry Elementary School and authorized staff to proceed with a state grant application to determine project eligibility and funding. On September 1, 2015, Council authorized the City Manager to sign a financial assistance application for a financing agreement with the State for the planning and design of the Barry Elementary School Waterline Extension Project. The project includes the construction of approximately 12,580 LF of new City waterlines to extend water services to Barry Elementary School (Attachment 5).

In August 2016, Council approved the project's Environmental Initial Study/Mitigated Negative Declaration. There has not been any substantial new information acquired nor changes to the project since it was evaluated, and no further evaluation for this portion of the project is required under CEQA. On January 16, 2018, Council approved an agreement for professional services to MHM, Inc. of Marysville for design of the project.

Since the City's initial application in 2015, the project review period, by the State, lapsed several fiscal years while funding was trying to be programmed and thus underwent multiple internal State processes for financial and technical evaluations. Staff submitted all required documents to the State in a timely fashion upon request. On March 15, 2022, the State concluded their final review of the City's financial application and released an Initial Draft Funding Agreement (Attachment 2a) providing for \$2,380,000 in principal forgiveness for all costs encumbered through planning, design, and construction.

Analysis:

Plans and Specifications:

The plans, specifications, and estimate for the Barry Elementary School Waterline Extension Project have been completed. Staff proposes to move forward with the project at the following anticipated schedule, with the supposition that Council approves the project and the State Funding Agreement is executed by both parties:

Advertise for Bid:	June - July 2022
Final Budget Approval Process:	August 2022 – October 2022
Award Contract:	November 2022
Start of Construction:	December 2022
Completion:	Winter 2023

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

Funding Agreement:

The State has requested that the City give authority for designated staff to enter into the pending project Initial Funding Agreement. The Initial Funding Agreement will commit the State to provide full funding amounts, and for the City to construct the waterline project in accordance with the terms of the agreement. The State will submit the initial agreement for execution within a thirty (30) day time frame upon Council resolution designating and authorizing the Public Works Director to execute.

Due to the existing inflationary environment and extremely high construction material and labor costs,

staff believes the principal forgiveness funding amount of \$2,380,000 is insufficient. Staff presented the State with an updated estimate of \$3,923,000 based on cost comparisons and adjustments of similar items of work for the Bridge St. Widening Project and other similar state-funded projects within the last 6 months.

Upon review of the updated estimate submitted by the City and internal files for similarly funded projects bidding for over the original funding amount, the State acknowledges the existing principal forgiveness amount of \$2,380,000 is too low.

With assurances from State staff and due to State processes, staff recommends authorizing the Public Works Director to execute the Initial Funding Agreement to avoid further delays, with the assurance that a State Funding Amendment will need to be processed prior to award.

The State's Credit Department has approved the revised \$3,923,000 (Attachment 4) and the Division of Financial Assistance has provided reasonable assurances that the project will be 100% funded given the substantial increase in funding expected upon receiving bids, citing the school's water quality and profile, and assuming the City's financials will not change. Additionally, the DWSRF Intended Use Plan (IUP) stipulates Category A-C consolidation projects that serve small disadvantaged communities (DACs), small severely disadvantaged communities (SDACs), expanded small DACs/SDACs, medium DACs, or small non-DACs with median household income (MHIs) less than 150% of the statewide MHI, are eligible for 100% grant/principal forgiveness (PF) funding up to \$60,000 per connection. The number of connections for the project is calculated by taking the population of Barry Elementary School (650) and dividing it by 3.3 (per Drinking Water Standards) for 197 connections, so the revised cost of \$3,923,000 is well within program limits.

Upon bid review, staff will complete a Final Budget Approval Package (FBA Package) with actual costs based on bids. This package will be submitted to the State for review and approval prior to award of a construction contract. The State review period is expected to take 60-90 days. The bid specifications require bids to be valid for 120-days.

Water Service Agreement:

The State requires the City enter into an Out of Agency Water Service Agreement (Attachment 3a) to finalize conditions for State funding, and to implement the project in accordance with Sutter County Local Agency Formation Commission (LAFCO) requirements and terms established with Barry Elementary School as a new water customer outside the City limits and City sphere of influence.

On March 5, 2019, City Council adopted a policy allowing existing parcels within the Sphere of Influence, but outside the City limits, to connect to City water services if the owner enters into an Extraterritorial Water Service Agreement. The Out of Agency Water Service Agreement with Yuba City Unified, is a modified City Extra Territorial Water Service Agreement incorporating LAFCO requirements allowing the City to provide water service outside the City's sphere of influence. The general intent of the agreement is to highlight details of the City's intent to build a waterline and provide water services to Barry Elementary School, with funding from the state. Additionally, the State requires the City to maintain the 3-inch distribution waterline from the City water main to the point of connection at Barry Elementary School. The agreement requires Yuba City Unified to reimburse the City for the cost of maintaining this distribution waterline.

LAFCO approved the Out of Agency Water Service Agreement at their July 8, 2020 meeting. The agreement was also approved by Yuba City Unified School District at their May 6, 2020 Board meeting (Attachment 3b).

Staff has worked with the City Attorney, State, and Yuba City Unified School District to work out the

terms of the agreement that are acceptable to all parties.

Fiscal Impact:

The estimated total project cost is \$3,923,000 including design, contingency, construction management, and inspection costs. The project is anticipated to be 100% funded through the Drinking Water State Revolving Fund Drinking Water Construction Loan Grant and encumbered through CIP Account No. 1258 (Barry School Water Transmission Line).

Detailed fiscal impacts will be presented to Council at the award of the contract based on the actual bid amounts and revised FBA package approved by the State.

Prior to award, there will be an opportunity to terminate the Agreement if the State does not provide 100% funding through an anticipated amendment based on the actual bid amount.

Environmental:

A draft Initial Study/Mitigated Negative Declaration (IS/MND), was prepared and filed with the State Clearinghouse (SCH # 2016062026) on June 9, 2016 and the Sutter County Clerk on June 9, 2016. The draft IS/MND was circulated for public review from June 9, 2016 through July 11, 2016. No comments were received during the public review period. Council adopted the final version of the Mitigated Negative Declaration on August 16, 2016.

There has not been any substantial new information acquired nor changes to the project since it was evaluated, and no further evaluation for this portion of the project is required under CEQA.

Alternatives:

Provide staff with alternative direction related to the project and funding.

Recommendation:

- A. Adopt a Resolution approving the plans and specifications for the Barry Elementary School Waterline Extension Project (15-06) and authorizing advertisement for bids on the project.
- B. Adopt a Resolution designating and authorizing the Public Works Director to sign and enter into the Initial Drinking Water State Revolving Fund Construction Loan Funding Agreement, and any amendments made thereof, with the State Water Resource Control Board for construction of the Barry Elementary School Waterline Extension Project, subject to approval as to legal form by the City Attorney.
- C. Adopt a Resolution authorizing the City Manager to execute a Extraterritorial Water Service Agreement with Yuba City Unified School District in accordance with Sutter County Local Agency Formation Commission (LAFCO) requirements and the terms of the State Funding Agreement, subject to review and approval as to legal form by the City Attorney.

Attachments:

1. Resolution – Barry Elementary School Waterline Extension Project Approval of Plans and Specifications
2. Resolution – Barry Elementary School Waterline Extension Project Authorizing Agreement
3. Draft Initial Funding Agreement

4. Resolution – Barry Elementary School Waterline Extension Project Water Service Agreement
5. State Correspondence – Barry Elementary School Waterline Extension Project
6. Vicinity Map – Barry Elementary School Waterline Extension Project

Prepared By:

Nick Menezes
Assistant Engineer

Submitted By:

Diana Langley
City Manager

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE PLANS AND SPECIFICATIONS FOR THE BARRY
SCHOOL WATERLINE EXTENSION PROJECT (PROJECT NO. 15-06)
AND AUTHORIZING ADVERTISEMENT FOR BIDS ON THE PROJECT**

WHEREAS, the Public Works Department intends to solicit bids for construction of the Barry School Waterline Extension Project (15-06) (Project).

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

1. The Council finds this project has been fully assessed for the purposes of the California Environmental Quality Act (CEQA). An initial study and Mitigated Negative Declaration were previously prepared and adopted by the City for the Project. This approval is to implement that project. An analysis has been performed pursuant CEQA Guidelines §15162 to determine whether subsequent environmental review is required for the approval of this agreement and associated construction. Based upon this analysis, no subsequent environmental review is required as i) no substantial changes are proposed in the project which will require major revisions of the previous Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; ii) no substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; iii) there is no new information, which was not known and could not have been known at the time of the adoption of the previous Mitigated Negative Declaration that the project will have significant effect not discussed in the Mitigated Negative Declaration. Furthermore, since a Mitigated Negative Declaration was previously adopted for this project, the considerations set forth in CEQA Guidelines §15162(a)(3)(C) and (D), related to the adequacy and feasibility of previously adopted mitigation measures, are not applicable. Based upon these findings, it has been determined that no further environmental documentation is required for this project.
2. The plans and specifications for the Project are 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 17th day of May, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DESIGNATING AND AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE THE
DRINKING WATER STATE REVOLVING FUND CONSTRUCTION FINANCIAL ASSISTANCE
AGREEMENT AND AMENDMENTS OR CHANGES THERETO AND CERTIFY FINANCING
AGREEMENT DISBURSEMENTS ON BEHALF OF THE CITY OF YUBA CITY FOR THE
IMPLEMENTATION OF THE BARRY ELEMENTARY SCHOOL WATERLINE EXTENSION
PROJECT**

WHEREAS, The City of Yuba City (City) has applied for funding with the State Water Resources Control Board (SWRCB) for the construction of Barry Elementary School Waterline Extension Project; and

WHEREAS, prior to SWRCB executing a Drinking Water Construction Loan Agreement (Agreement), the City is required to adopt a Resolution authorizing an officer to execute said Agreement and amendments, designating a person or persons to approve claims for reimbursement, designating a person or persons to sign the Budget and Expenditure Summary, designating a person or persons to sign Certification of Project Completion, designating a person to review and approve claim forms, and designating a person to sign the Final Release form.

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

1. The Public Works Director (the "Authorized Representative") is hereby authorized to sign the Initial Drinking Water State Revolving Fund Construction Loan Funding Agreement, and any amendments made thereof, from the SWRCB for the construction of the Barry Elementary School Waterline Extension Project (Project).
2. The Authorized Representative is designated to provide the assurances, certifications, and commitments required for the executing of the agreement from the SWRCB and any amendments or changes thereto.
3. The Authorized Representative, is designated to represent the City in carrying out the City's responsibilities under the agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17TH day of May, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney
Aleshire & Wynder, LLP

Attachments:

Attachment B – Draft Agreement



DRINKING WATER CONSTRUCTION LOAN

AGREEMENT No. D2102019
by and between
CITY OF YUBA CITY ("Recipient")
AND
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

BARRY ELEMENTARY SCHOOL WATER LINE EXTENSION
PROJECT NO. 5110002-016C

-
- Section 116760 et seq. of the Health and Safety Code and Resolution Nos. 2021-0022 and 2019-0065.

PROJECT FUNDING AMOUNT: \$2,380,000.00
PRINCIPAL FORGIVENESS COMPONENT: \$2,380,000.00

ESTIMATED REASONABLE PROJECT COST: \$2,380,000.00
ELIGIBLE WORK START DATE: DECEMBER 16, 2015
ELIGIBLE CONSTRUCTION START DATE: OCTOBER 26, 2021
CONSTRUCTION COMPLETION DATE: JUNE 1, 2025
FINAL REIMBURSEMENT REQUEST DATE: JANUARY 1, 2026
RECORDS RETENTION END DATE: JUNE 1, 2061

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
 - EXHIBIT B – SPECIFIC FUNDING PROVISIONS
 - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - EXHIBIT D – SPECIAL CONDITIONS
2. The following documents are also incorporated by reference:
 - the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
 - the Drinking Water System Permit No. 5110002
 - Administrator Order No. 082108192
 - the Davis-Bacon requirements found at:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/2021_dwsrf_governmental_entities.pdf

3. Party Contacts during the term of this Agreement are:

State Water Board		City of Yuba City	
Section:	Division of Financial Assistance		
Name:	Michael Ngai	Name:	Dave Vaughn, City Manager
Address:	1001 I Street, 16th Floor	Address:	1201 Civic Center Blvd
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Yuba City, CA 95993
Phone:	(916) 319-9060	Phone:	(530) 822-4602
Email:	Michael.Ngai@waterboards.ca.gov	Email:	dvaughn@yubacity.net

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its authorized representative by title.
 - (b) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.
 - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by with the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CITY OF YUBA CITY:

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Dave Vaughn
Title: City Manager

By: _____
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: _____

Date: _____

DRAFT

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of 30 years. The funding under this Agreement shall be used for the benefit of the Recipient and has a Useful Life of at least 30 years. The funding under this Agreement shall be used to connect two (2) major water mains and extend water services to Barry Elementary School (School) for connecting to the City of Yuba City's (City's) water system. This consolidation will address the School's arsenic maximum contaminant level (MCL) violation.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following: This Project will construct an extension of the City's water system to the School to address the arsenic MCL violation. City water service will be provided through a 1.16 mile, 3-inch waterline that will run south along Railroad Avenue and west along Barry Road, where it will end in connection to the School. The point of connection for the 3-inch line will begin at the intersection of Railroad Ave (extension of a 14-inch waterline) and Stewart Road (extension of a 12-inch waterline) where both mains intersect to create a loop. Creating a loop will keep water flowing, prevent the degradation of water quality, and ensure that the School's students receive good quality water.

Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos available from the Division.



Funding for this project has been provided in full or in part under the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency through an agreement with the State Water Resources Control Board.

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
SCOPE OF WORK			
1	Finalize bid document and advertise for bid	N/A	10/1/2022
2	Construction Begins	N/A	6/1/2023
3	Construction Completion	6/1/2025	N/A
REPORTING			
1	Progress Reports	N/A	Quarterly
2	Final Project Inspection and Certification	N/A	1/1/2026
3	Project Completion Report	N/A	1/1/2026
4	As Needed Information and Reports	N/A	As Requested by Division
BUDGET COSTS AND REIMBURSEMENT			
1	First Reimbursement Request	No later than 90 days from Agreement Execution Date	N/A
2	Final Budget Approval Package	N/A	2/1/2023
3	Reimbursement Requests	N/A	Quarterly
4	Final Reimbursement Request	1/1/2026	N/A

The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

The Division may require corrective work to be performed prior to Project Completion. The State Water Board is not obligated to reimburse corrective work under this Agreement.

A.5 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.6 PROJECT COMPLETION REPORT.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.7 SPECIAL REPORTS.

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.8 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

Only expenses that are otherwise eligible under the Guidelines will be counted towards the Match Contribution. Costs incurred prior to the adoption of do not count towards the Match Contribution. If, at Work Completion, the Recipient has contributed less than the full Match Contribution, the State Water Board may proportionately reduce the Project Funding Amount, upon approval of the Deputy Director of the Division.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

Estimated budget costs are contained in the Summary Project Cost Table below:

ITEM	DESCRIPTION	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
A	Construction Cost	\$1,808,100	\$1,808,100
B	Pre-Purchased Material/Equipment	\$0	\$0
C	Purchase of Land	\$0	\$0
D	Contingencies	\$180,810	\$180,810
E	Allowances	\$391,090	\$391,090
Total		\$2,380,000	\$2,380,000

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Reasonable indirect costs may be allowable upon approval by the Division.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

B.5 LINE ITEM ADJUSTMENTS.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also

adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient must not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after the Division has approved the final budget form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that

the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

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EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

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EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS

(a) Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:

- Work Completion
- Work Completion Date

Each capitalized term used in this Agreement has the following meaning:

- "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
- "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
- "District Office" means District Office of the Division of Drinking Water of the State Water Board.
- "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
- "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
- "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
 - b) Failure to operate the System or the Project, unless the Division has given its approval for such non-operation;
 - c) The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
 - d) The occurrence of a material breach or event of default under any of the following agreements, that the Division determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement
- "Final Budget Approval (FBA)" means the Division-approved final budget for the Project, as set forth in Exhibit B.
- "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and

personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

- "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Policy" means the State Water Board's "Policy for Implementing the Drinking Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City of Yuba City, or its successor agency, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

Public Purpose. The Recipient represents and warrants that the Project has a clear and definite public purpose, and must benefit customers of the System, not the investors.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or Material Obligations, except as set forth in this paragraph.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient has disclosed to the State Water Board all proceedings, actions, or offers of which the Recipient has knowledge or belief that may in any way affect the Recipient's ability to access or legally possess all of the property necessary for the purpose of this Agreement, including any proceedings, actions, or offers to lease, purchase, or acquire by eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized.

The Recipient possesses all water rights necessary for this Project.

D.3 ACKNOWLEDGEMENTS

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

- "Funding for this project has been provided in full or in part under

- the Drinking Water State Revolving Fund, which may include capitalization funding from the United States Environmental Protection Agency

through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

D.4 RATES, FEES, AND CHARGES

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement. The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.5 ENVIRONMENTAL SPECIAL CONDITIONS

- The Recipient shall implement mitigation measures “Mitigation Measure Biological – 1,” “Mitigation Measure Cultural – 1,” “Mitigation Measure Cultural – 2,” and “Mitigation Measure Cultural – 3” identified in the IS/MND titled City of Yuba City Barry School Water Line Extension Project Final Initial Study/Mitigated Negative Declaration, (SCH#2016062026) adopted on August 16, 2016 for the project.
- The Recipient shall notify the Division within 24 hours of any discovery of any potential tribal cultural resource and/or archeological or historical resource. Notice shall be addressed to the Deputy Director of the Division and contact via phone at (916) 327 – 9978 or email to CleanWaterSRF@waterboards.ca.gov and/or DrinkingWaterSRF@waterboards.ca.gov. Should a potential tribal cultural resource and/or archeological or historical resource be discovered during construction, the Recipient shall ensure that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient shall implement appropriate actions as directed by the Division.

D.6 TECHNICAL SPECIAL CONDITIONS

- Recipient shall submit a copy of the Project’s final bid package to the Division for approval prior to bidding for construction.
- Recipient shall notify the Division of the start of the Project construction and subsequently at fifty percent (50%) and one hundred percent (100%) complete.

D.7 FUNDS RELATED TO CONTAMINATION

- As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP); and (ii) unless waived by the Division, notify and provide to the Division copies of any agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

(b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.

(c) The Recipient shall place all funds received after the date of this Agreement under any order or agreement described in paragraphs (a)(ii) and (b), above, into a restricted account to be used either for a capital improvement project that addresses the contamination, or for operation and maintenance of treatment or remediation of the contamination. Alternatively, upon consent of the Division, the funds received after the date of this Agreement under any such order or agreement shall be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System.

(d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. Noncompliance with paragraphs (a), (b), or (c) above shall be an Event of Default.

D.8 APPOINTMENT OF RECEIVER OR CUSTODIAN

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the Revenues, pending such proceeding, with such power as the court making such appointment may confer.

D.9 RETURN OF FUNDS

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.10 OPERATION AND MAINTENANCE

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the Project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

D.11 INSURANCE

The Recipient will procure and maintain or cause to be maintained insurance on the System and Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System or Project) as are usually covered in connection with systems similar to the System and Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System or Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System and Project. The Recipient must begin such

reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System and Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.12 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP, OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.13 NOTICE

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- (a) Within 24 hours, the Recipient must notify the Party Contacts by phone and by email, and also notify the Division by phone at (916) 327-9978 and by email to DrinkingWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
 - i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;
 - v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
 - vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
 - vii. Consideration of dissolution, or disincorporation;

- viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xiii. The Recipient must promptly notify the Division and Party Contacts of the discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during implementation of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- xiv. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xvi. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xvii. The award of the prime construction contract for the Project; and the initiation of construction of the Project; and
- xviii. Completion of Construction, and Project Completion.

D.14 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

D.15 DISPUTES.

Exhibit D

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.16 STATE CROSS-CUTTERS

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

D.17 DAMAGES FOR BREACH OF FEDERAL CONDITIONS

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.18 ACCESS AND INSPECTION.

In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.

D.19 FINANCIAL MANAGEMENT SYSTEMS.

The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

D.20 FEDERAL CROSS-CUTTERS [Some of these may be waived if project is not equivalency, but some may not (super-cross-cutters).]

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- ii. The Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in this Agreement. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in all construction contracts and subcontracts.
- iii. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- iv. The Recipient shall comply with applicable USEPA general terms and conditions found at <http://www.epa.gov/ogd>.

- v. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award management, to the State Water Board.
- vi. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- vii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- viii. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- ix. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- x. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Acknowledgment statement set forth in Exhibit D.
- xi. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xiii. The Recipient certifies to the best of its knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

Exhibit D

employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursement under this Agreement.

- xiv. The Recipient must comply with the following federal non-discrimination requirements:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
- c. The Age Discrimination Act of 1975, which prohibits age discrimination.
- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.
- f. Executive Order 13798, including, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech.
- g. All applicable federal civil rights regulations, including statutory and national policy requirements (2 CFR section 200.300).

- xv. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows: (a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- xvi. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xvii. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/> .
- xviii. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xix. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xx. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- xxi. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.

- xxii. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxiii. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxiv. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.
- The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.
- xxv. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- xxvi. The Recipient certifies that no Project Funds will be used on:
- a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - b. Telecommunications or video surveillance services produced by such entities;
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
 - d. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).

ATTACHMENT 3

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING EXECUTION OF AN OUT OF AGENCY WATER SERVICE AGREEMENT
WITH YUBA CITY UNIFIED SCHOOL DISTRICT FOR THE BARRY ELEMENTARY SCHOOL
WATERLINE EXTENSION PROJECT**

WHEREAS, the City of Yuba City (City) has applied for funding with the State Water Resources Control Board (SWRCB) for the construction of Barry Elementary School Waterline Extension Project; and

WHEREAS, the SWRCB requires the City to enter into an Out of Agency Water Service Agreement to finalize conditions for funding; and,

WHEREAS, City policy established at the March 5, 2019 City Council meeting allows existing parcels within the Sphere of Influence, but outside the City limits, to connect to City water services if the owner enters into an Extraterritorial Water Service Agreement; and,

WHEREAS, the City made an application to the Sutter Local Agency Formation Commission (LAFCO) to provide safe and reliable domestic water service to Barry Elementary School, located outside City limits and sphere of influence; and,

WHEREAS, a jurisdictional change to the City is not required since LAFCO authorized the City to provide new or extended services outside its jurisdictional boundary and its sphere of influence.

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

The City Council approves the Extraterritorial Water Service Agreement, attached hereto, with Yuba City Unified School District, and authorizes the City Manager to execute the same on behalf of the City of Yuba City.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 17TH day of May, 2022.

AYES:

NOES:

ABSENT:

Dave Shaw, Mayor

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY:

Shannon Chaffin, City Attorney

Attachments:

Attachment A – LAFCO Order

Attachment B – Extraterritorial Water Service Agreement

ATTACHMENT A

SUTTER LAFCO

ORDER APPROVING OUT OF AGENCY SERVICE AGREEMENT FOR MUNICIPAL WATER SERVICES FOR THE BARRY ELEMENTARY SCHOOL CONSISTING OF 9.58 ACRES

REFERENCE:

LAFCO File No. 2020 OASA-0001, the CITY OF YUBA CITY has made an application to the Sutter Local Agency Formation Commission to provide safe and reliable domestic water service to the 9.58-acre Barry Elementary School (School) Property located 1.3 miles from Yuba City at 1255 Barry Road, Yuba City CA and shown in Exhibit A; and

WHEREAS, The School, beneficiary owners of that certain property located at 1255 Barry Road, Yuba City, CA, provide domestic water services to the 9.58-acre School facility. Well No. 2 serves the School, which is the only source of potable water for its water system. Since 2006 quarterly water samples were collected from Well No 2 and were analyzed by a state-certified laboratory for Arsenic. The results demonstrated that average arsenic concentration exceeds the maximum contaminant arsenic levels (MCL) of 0.010mg/l, which began during the third calendar quarter of 2006.

The State Department of Drinking Water issued a Compliance Order to the School in 2009, which requires the School to provide bottled water to users. The Compliance Order was reissued in 2010 for continuing high arsenic levels.

As a result, the School continues to provide bottled water; and

WHEREAS, The purpose of this Out of Agency Service Agreement (OASA) is to provide safe and reliable domestic water service from the City of Yuba City's (City) water system to the school; and

WHEREAS, a jurisdictional change to the City is not required since the Sutter Local Agency Formation Commission may authorize a city to provide new or extended services outside its jurisdictional boundary and its sphere of influence to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory, provided two requirements are met:

- a. LAFCo has been provided with satisfactory documentation of a threat to the health and safety of the public or the affected residents (Compliance Order CDPH Order 01-21.09(O)51007A1)
- b. There are no alternate service providers available to provide domestic water service.

WHEREAS, This OASA between the City and the School is exempt from CEQA as provided for in guideline sections 15301(b) and 15303(d) – pursuant to the Existing Facilities and the New Construction or Conversion of Small Structures exemptions; and

WHEREAS, Based on the uses contemplated for the 9.58-acre more or less site, there is an existing need for safe and reliable domestic water to be provided by the City to the School; and

WHEREAS, the City passed Resolution 15-050 on September 1st, 2015 authorizing an extension of a waterline to provide the School with City domestic water and filing of a financial agreement with the State Water Resources Control Board.

WHEREAS, Relevant provisions of the Government Code give Local Agency Formation Commissions the power to authorize a city or a special district to provide new or extended services outside an agency's Sphere of Influence to respond to a health and safety issue; and

WHEREAS, The Executive Officer, duly designated by the Sutter Local Agency Formation Commission, has been designated the authority to review and approve OASA's pursuant to Government Code § 56133; and

WHEREAS, The City has filed a Sutter LAFCo Application for an Out of Agency Service Agreement approval and has provided evidence the City is willing and able to serve and provide domestic water services to the 9.58-acre school site with potable domestic water; and

WHEREAS, LAFCo has received the appropriate fee deposit with the application and documentation sufficient to review the proposed service obligations.

NOW, THEREFORE, the Sutter Local Agency Formation Commission does hereby make determinations and orders on the application as follows:

1. That the Executive Officer has been given the authority to review this proposal for services per Government Code Section 56133 and LAFCo's adopted Policies, Standards and Procedures, as well as other relevant parts of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.
2. That the extension of service is categorically exempt based on 15378(b)(5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and CEQA guidelines sections 15301(b) and 15303(d) – pursuant to the Existing Facilities, the New Construction or Conversion of Small Structures and General Rule exemptions and that the provision of City domestic water services will provide a benefit to the present health and safety needs of the School.
3. That the City is equipped with a modern water treatment plant manned by licensed operators and has sufficient administrative and technical staff to maintain the operation of the water system. The City has the capacity in its overall system to provide domestic water services to this area outside its jurisdiction and sphere of influence without negatively impacting the ability of the City to provide such services to the present constituent users within its own jurisdiction. That the Executive Officer has reviewed the information provided and finds no objection to the extension of services sought in this agreement by the parties thereto.
4. That the City is the logical provider of domestic water delivery into the area sought by the parties in that it has the ability with state funding assistance to provide the infrastructure for the service.
5. That the City will extend services through new infrastructure.
6. That the approval of this OASA will enhance the public welfare and safety through the construction of a domestic water delivery to serve the school property.
7. Approval of this OASA by LAFCo is conditioned upon the applicant's (the parties) obligation to defend, indemnify, and hold harmless the Sutter Local Agency Formation Commission and its agents, officers and employees from any claim, action or proceeding against the Commission or its agents, officers, and employees; including all costs, attorney's fees, expenses and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, or void the approval or determinations of this Commission concerning this annexation. The Sutter Local Agency Formation Commission shall promptly notify the applicant of any such claim, action, or proceeding and be entitled to representation by counsel of its choosing.
8. That this OASA is approved as proposed subject to the following terms, conditions and caveats:

- a. The City is hereby authorized to provide domestic water services to serve the 9.58-acre School property as shown in Exhibit A.
- b. No further action by LAFCo is required since this OASA is to mitigate a health and safety water quality issue outside the City's Sphere of Influence for the users of the School.
- c. The Parties shall comply with the terms and conditions of the "Extraterritorial Water Service Agreement" for domestic water service" (Exhibit "B") as fully executed and delivered by the City to LAFCo. Said agreement being effective upon approval of LAFCo with a specific note the territory is outside the City's adopted Sphere of Influence and no annexation will be required.
- d. The City shall provide a fully executed "Extraterritorial Water Service Agreement" to LAFCo and a fully Executed "Out of Agency Service Agreement Order".

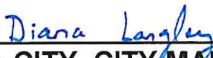
THIS OUT OF AGENCY SERVICE AGREEMENT ORDER IS APPROVED BY THE SUTTER LOCAL AGENCY FORMATION COMMISSION, this _____ day of June 2020 at YUBA CITY, California.

Due to a Health and Safety Concern the LAFCo Executive Officer is hereby authorized to sign this approval page on behalf of SUTTER LAFCo.



John Benoit, LAFCo Executive Officer
SUTTER Local Agency Formation Commission

Acknowledgement of Terms, Conditions and Caveats:



YUBA CITY, CITY MANAGER

Authorized Representative of the Yuba City Unified School District

SEE NEXT PAGE
FOR SCHOOL
SIGNATURE

- a. The City is hereby authorized to provide domestic water services to serve the 9.58-acre School property as shown in Exhibit A.
- b. No further action by LAFCo is required since this OASA is to mitigate a health and safety water quality issue outside the City's Sphere of Influence for the users of the School.
- c. The Parties shall comply with the terms and conditions of the "Extraterritorial Water Service Agreement" for domestic water service" (Exhibit "B") as fully executed and delivered by the City to LAFCo. Said agreement being effective upon approval of LAFCo with a specific note the territory is outside the City's adopted Sphere of Influence and no annexation will be required.
- d. The City shall provide a fully executed "Extraterritorial Water Service Agreement" to LAFCo and a fully Executed "Out of Agency Service Agreement Order".

THIS OUT OF AGENCY SERVICE AGREEMENT ORDER IS APPROVED BY THE SUTTER LOCAL AGENCY FORMATION COMMISSION, this _____ day of June 2020 at YUBA CITY, California.

Due to a Health and Safety Concern the LAFCo Executive Officer is hereby authorized to sign this approval page on behalf of SUTTER LAFCo.

**John Benoit, LAFCo Executive Officer
SUTTER Local Agency Formation Commission**

Acknowledgement of Terms, Conditions and Caveats:

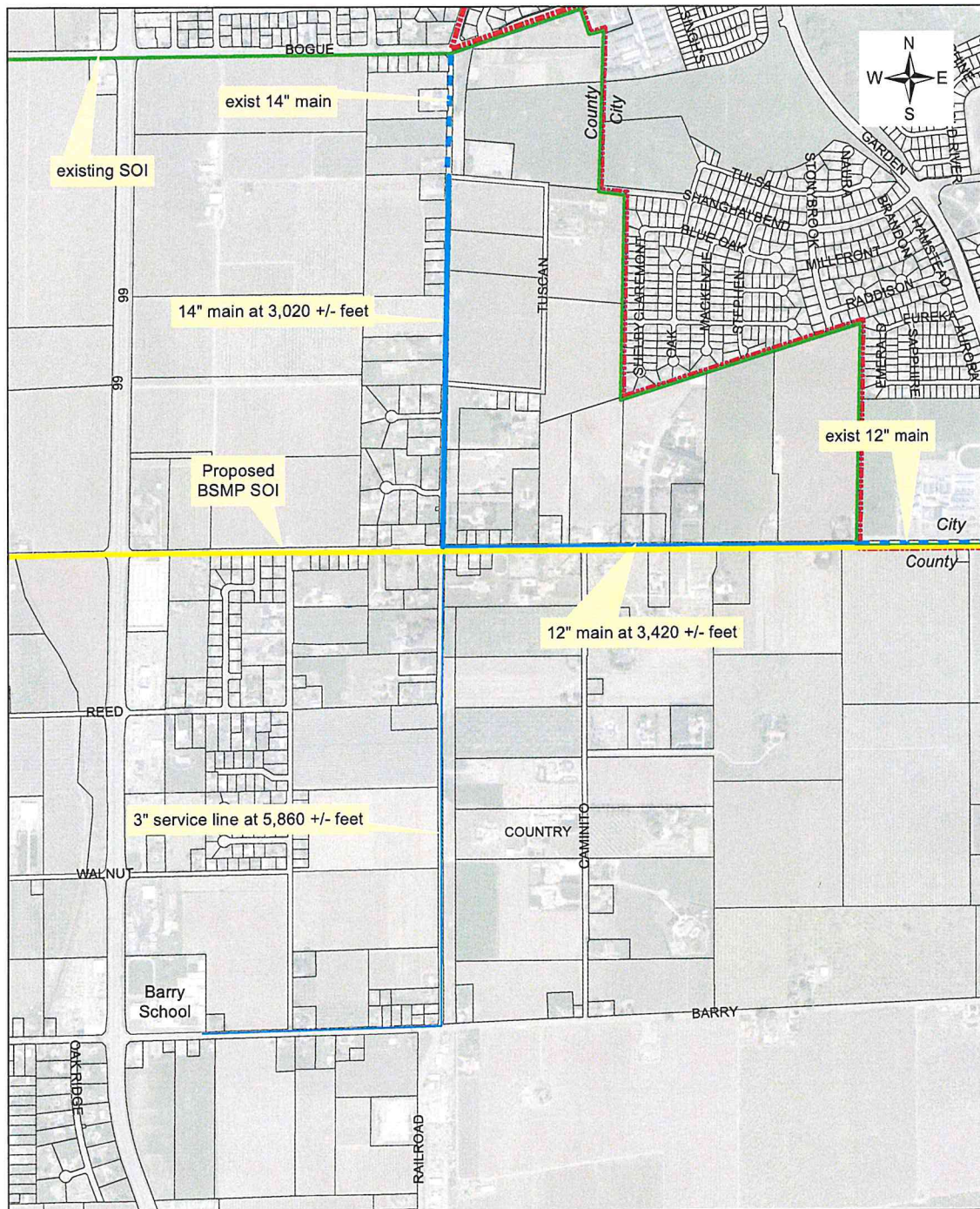
YUBA CITY, CITY MANAGER

Robert Shermuwell Deputy Superintendent

Authorized Representative of the Yuba City Unified School District

Exhibit A

LOCATION MAP



ATTACHMENT B

Recording Requested by and
When Recorded Return to:

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

NO FEE-Government Code §6103

(Space Above This Line for Recorder's Office Use Only)

EXTRATERRITORIAL WATER SERVICE AGREEMENT

This **EXTRATERRITORIAL WATER SERVICE AGREEMENT** ("Agreement") is made and entered into this _____ day of _____, 2020 (the "Commencement Date"), by and between **YUBA CITY UNIFIED SCHOOL DISTRICT**, ("Owner"), and the **CITY OF YUBA CITY**, a California municipal corporation ("City").

RECITALS

A. Owner represents it has acquired lawful title to property identified by Sutter County Assessor's Parcel Number 23-064-002, located at 1255 Barry Road, Sutter County, CA, (the "Property"), as more particularly described in **Exhibit "A."**

B. The Property is located outside of the incorporated boundaries of City within Sutter County, and neither Sutter County nor any other public agency currently provides water service to the Property. The Property is located within the City's sphere of influence, but outside the City's existing boundaries.

C. California Government Code § 56133(b) permits a City to provide new or extended services by agreement outside its jurisdictional boundaries but within its sphere of influence, and with written approval from Sutter Local Agency Formation Commission ("LAFCO"), which approval is a condition to the effectiveness of this Agreement.

D. The City and Owner both agree it is not necessary for the Property to be annexed into the City at this time.

E. City currently owns and operates a water distribution system which conveys potable water originating in its service area through the City's transmission system. This water distribution system includes a 14-inch waterline traveling south on Railroad Avenue from Bogue Road. In response to a request by the State Water Board Division of Drinking Water regarding water quality and subsequent grant to provide City water to Barry Elementary School, the City

will expand its water distribution system and install new distribution lines to service Barry Elementary School, which is located at the Property. The City's water distribution system, including the proposed new distribution lines to service the Property, is collectively referred to herein as "Distribution System." The Owner's water service line is referred to herein as "New Water Service Line."

F. Owner has agreed to make payments described herein with respect to the water service for the Property in accordance with the fees and rates set by the City for its users, and to comply with City's Municipal Code as may be amended from time to time, as more fully set forth herein.

G. This Agreement is intended to comply with LAFCO requirements for an extra-territorial water service agreement with City.

H. The City has identified options to provide water supply to the Owner to accommodate the Owner's water demands at the Property, provided the Owner meet certain conditions as set forth below.

I. The California Department of Public Health has determined that the water provided by the District to its students and staff does not comply with certain water health standards; and

J. In order to promote and protect the health and safety of the District, its students and staff, the City has submitted an application for a grant with the State Water Resources Control Board for State Revolving Fund Grant; and

K. If the State Revolving Fund Grant is approved, the City would receive funds to construct the necessary infrastructure along Railroad Ave, Stewart Road, and Barry Road, including a new water mains, service line, water meter, valves, and all other improvements necessary to connect the City's water system to the Property; and

L. The City's application for the State Revolving Fund Grant and connection of the City's water system to the Property requires an agreement between the City and the District that identifies the responsibilities and obligations of the Parties regarding the use of the State Revolving Fund Grant funds for the construction of the Project and transfer to the City's water system; and

M. The Parties desire to enter into such agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, agree as follows:

ARTICLE I. RIGHTS AND OBLIGATIONS

1. Recitals Incorporated. The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Agreement.

2. Term, Ownership, and Effectiveness of Agreement: This Agreement shall become effective when executed by both parties hereto, subject to City receiving the State Revolving Fund Grant and further subject to compliance with Section 11 below. The Agreement shall continue in perpetuity or until such time as the Property is annexed into the corporate boundaries of City. At such time, the Owner shall have such rights, privileges, and duties, including fees and rates, as all other City citizens for the then current water service classification. The City and Owner agree that should the City ultimately annex the Property in the future into the City, the Owner will not contest annexation. Owner intends that this Agreement shall constitute its written consent to the annexation of the lands described herein and shall bind its heirs, successors, grantees and/or assigns, and all persons having or acquiring any interest subsequent hereto in said lands, and shall constitute by this Agreement a covenant running with the land and binding upon said successors, grantees and/or assigns that they in fact consent to the annexation of said lands to City and shall execute whatever documentation as may be necessary and do all things required of them to effectuate the annexation at such time as City deems annexation to be in its best interest.

3. Required System Facility Improvements. The parties shall provide the following improvements to accomplish the provision of water service to the Property, which improvements shall be commenced within one-hundred twenty (120) days of the effectiveness of this Agreement, as defined in Section 2 above:

- a. Distribution System. The City shall furnish and install a 14-inch waterline originating at the intersection of Railroad Avenue and Shanghai Bend traveling south on Railroad Avenue to the intersection of Stewart Road and Railroad Ave. A 12-inch water line will be installed on Stewart Road traveling east to Riverbend Elementary.
- b. New Water Service Line. Subject to the City's receipt of sufficient funding from the State Revolving Fund Grant, City shall install the New Water Service Line comprising of a 3-inch water service line from the intersection of Railroad Avenue and Stewart Road running south on Railroad Avenue then west on Barry Road to its final connection point at Barry Elementary School at the Property. The cost for the materials and installation of the New Water Service Line shall be charged to the Grant.
- c. Downstream Water Line. Owner, at its sole expense and without reimbursement from the City, shall be required to provide a downstream water line ("Downstream Water Line") as necessary to connect to the New Water Service Line from the Property downstream from the Connection Point, as such term is defined in Section 3.d below. Owner shall represent, warrant, and covenant to the City that Owner completed all necessary construction/installation from the Property to the Connection Point after receiving all respective County of Sutter

and City permits and that the New Water Service Line was constructed in accordance with all respective laws.

- d. Location for Connection. The Connection Point is defined as the location where the New Water Service Line from the City's Distribution System is connected to the owner's Downstream Water Line. The City shall connect the Downstream Water Line to the 3-inch Water Service Line. The Connection Point is located at the south-eastern property boundary adjacent to the County's right-of-way on Barry Road. This shall be the only connection point authorized to connect to the City's Distribution System for services to the Property.
- e. Metered Service Connection. The City will install a meter on the 3-inch Water Service Line at the intersection of Stewart Road and Railroad Ave.

4. System Facilities Operations and Maintenance. City shall be responsible, at Owner's sole cost, for the operation, maintenance and repair of all components of the New Water Service Line downstream from the City's Distribution System located at the Intersection of Railroad Avenue and Stewart Road, including the obligation to comply with Underground Service Alert (USA) North 811. Owner shall reimburse City for such costs, at City's then-applicable billing rates, within thirty (30) days of Owner's receipt of any invoice by City describing the costs incurred by City for such operation, maintenance and repair and the applicable costs therefor. Owners shall be responsible for the operation, maintenance and repair of all components of the Downstream Water Line. Owner shall further be responsible for handling flushing and discharging of the Water Service Line to be performed as needed, but no less than once per year; provided Owner first provide City sufficient prior notice to allow City to coordinate such activities with Owner. The flushing of the Water Service Line shall be at or near the Connection Point and as approved by City. . Any other water system installed by Owner on the Property connected to a well or other source of water not from the City's Water Distribution System is not part of the New Water Service Line, and shall be private ("Private Water System"). It is the sole responsibility of Owner to repair, maintain, and replace all Private Water System, and City shall have no responsibility or liability for these Private Water System. Owner shall obtain all necessary permits or other approvals necessary for constructing and connecting Owner's Private Water System.

5. Disconnecting of Existing On-Site Private Water System(s). Owner shall disconnect all existing on-site Private Water System(s) on the Property per County standards, and any Private Water System shall be fully separated from and not connected to the City's Water Distribution System and New Water Service Line effective as soon as the City extends the New Water Service Line from the Intersection of Railroad Avenue and Stewart Road to the Connection Point. A backflow regulator shall be installed by City to ensure no future connections can contaminate the City's Water Distribution System. Owner will be required to comply with City's Municipal Code as may be amended from time to time, including abandonment of onsite wells in compliance with State Of California Well Standards, with sixty (60) days written notice. Owner shall not apply any water obtained from onsite wells to the City's Water System-

6. No Representation Regarding Water Service, Pressure, or Volume For Any Private Water System. The Owner agrees that there is no guarantee, warranty, or other representation regarding water service, pressure, volume, or quality from the City or associated with water service from the City. This would include no guarantee, warranty or representation that the Owner or any other users on the Property will not have allergic or other reactions to the City's water. The City specifically disclaims any kind of representation, warranty, or guaranty, of any private water system.

7. City to Provide Water Services. Upon Owner's full and complete performance of all of Owner's obligations and responsibilities under this Agreement and completion of construction of the City's expansion of Distribution System and New Water Service Line to the Connection Point, City agrees to provide the Property with water services from City's Water Distribution System and Water Treatment Plant. City's obligation to provide the Property with water services from City's Water Distribution System is conditioned upon City and Owner obtaining the consent of all applicable governmental agencies. As a condition to providing water service, City shall have the right of access to water meters, including any required irrigation meter(s), whether located on City-owned real property, New Water Service Line, or the Property. Owner shall promptly notify the City of any repairs or replacement of damaged water meters. The City shall respond to such notifications in a reasonable amount of time. Water Services are being provided based on water flow requirements of Barry Elementary School.

8. Obligations and Responsibilities of Owner to Pay for Municipal Utility Services Provided by City. Owner agrees to apply to City for a municipal utility water account, maintain its water municipal utility water service account with City in a current status and comply with – and be subject to – City's Municipal Code, as subsequently updated or amended. Owner acknowledges and agrees that if the water bill is not paid on or before the 45th day after the bill was sent, service may be discontinued. A delinquency charge will be made and collected prior to renewing service following the discontinuance. Payments must be made prior to 8:30 a.m. on the scheduled discontinuance day. A payment drop box is available at the entrance of City Hall.

9. Inspection. City shall have the right to inspect and examine the Water Distribution System at any time, including during construction and operation of any portion of the New Water Service Line, and the right to access all water meters.

10. Indemnification of City: To the greatest extent allowed by law, Owner 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, Owner or any other person, and from any and all claims, demands, liabilities, damages, and actions in law or equity (including attorney's fees and litigation expenses incurred by City or held to be the liability of the City, including plaintiff's attorneys' fees if awarded), arising or alleged to have arisen directly or indirectly out of (a) the making of this Agreement; (b) the performance of this Agreement; (c) the performance of any or all work to be done in and upon the street rights-of-way, upon the Property or premises adjacent thereto pursuant to this Agreement; (d) arising or alleged to have arisen directly or

indirectly in any way related to the design, construction, installation, maintenance and operation of City Water Distribution System or New Water Line by anyone occupying any portion of the Property, including, without limitation, any such claims, causes of action, damages, liabilities, fees, costs, expenses, and attorney fees arising from inadequate flow, blockage, backflow, water quality, etc. Owner' obligations under the preceding sentence shall apply regardless of whether Owner or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers. This section shall survive termination or expiration of this Agreement.

11. Local Agency Formation Commission (LAFCO). The law states that the City cannot provide new or extended services by contract outside its jurisdictional boundaries until a request is submitted and approvals are received from LAFCO in the affected county. The effectiveness of this Agreement is therefore contingent on LAFCO's approval of the proposed services under this Agreement.

12. Covenants Running with the Land. Owner acknowledges and agrees all of Owner' covenants, agreements, promises, representations, and warranties as set forth in this Agreement are covenants running with Owner' Property as defined in the applicable provisions of Sections 1457 et seq. of the California Civil Code, shall be in favor of and for the benefit of City and shall be enforceable by City. Owner' covenants, agreements, promises, representations and warranties as contained in this Agreement, shall run with the Property and shall be binding on Owner and Owner' successors, assigns, lessees and all parties and persons claiming under them. Owner consents to this Agreement being recorded as covenant running with the Property.

13. Successors and Assigns. The covenants and agreements contained in this Agreement shall be binding upon and shall insure to the benefit of the heirs, successors and assigns of the parties hereto. Owner may not assign its rights and/or obligations under this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. Any such consent by City shall not, in any way, relieve Owner of its obligations and responsibilities under this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof. All notices regarding any new or increased fee or rate increases affecting the applicable fees and rates in this Agreement, shall be provided in the same manner provided to all customers subject to the new or increased fees and charges.

15. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, both parties.

16. Compliance with the Law. In providing the services required under this Agreement, Owner shall at all times comply with all applicable laws of the United States, the State of California, and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. Owner, not City, is responsible for determining applicability of and compliance with all local, State and federal laws including, without limitation, the California Labor Code, Public Contract Code, Public Resources Code, Health & Safety Code, and Government Code; and the Yuba City Municipal Code. City makes no representations regarding the applicability of any such laws to this Agreement, the project, or the parties' respective rights or obligations hereunder including, without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. City shall not be liable or responsible, in law or equity, to any person for Owner' failure to comply with any such laws, whether City knew or should have known of the need for Owner to comply, or whether City failed to notify Owner of the need to comply.

17. 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.

18. Public Health, Safety and Welfare. Nothing contained in this Agreement shall limit City's authority to exercise its police powers, governmental authority, or take other appropriate actions to address issues of public health, safety, and welfare as deemed appropriate by City in its sole determination and discretion.

19. Governing Law and 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.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this

Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant 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, costs and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto, which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement shall be null and void.

26. Time of Essence. Time is of the essence in the fulfillment by the parties hereto of their obligations under this Agreement.

27. Amendment, Etc. No amendment or waiver of any provisions of this Agreement, or consent to any departure from its terms, shall be effective unless the same shall be in writing and signed by the parties hereto.

28. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity, except Owner (i) cannot seek money damages or pursue an action in law; and (ii) is instead limited to bringing a proceeding in the nature of specific performance, injunctive relief or mandamus, or any other action in equity to require good-faith compliance with this Agreement, such as an action to provide Owner's Property with sewer services from City's Water Distribution System.

29. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

30. Extent of Agreement. 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 Owner.

31. Third Party Approvals. The Parties acknowledge that there are approvals from third parties (such as those involving public utilities, railroad right-of-way, etc.) that are required to allow the City providing Owner's Property with water services from the City's Water Distribution System. The approvals are conditions precedent to performance, and the City shall seek said third-party approvals in good faith.

32. Execution in Counterparts. This Agreement may be executed in counterparts, all of which taken together shall constitute an original hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY:

CITY OF YUBA CITY,
a California municipal corporation

By: _____
~~Shon Harris~~, Mayor
Dave Shaw

ATTEST:

By: _____
~~Patricia Buckland~~, City Clerk
Ciara Wakefield, Deputy City Clerk

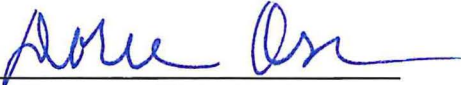
APPROVED AS TO FORM:

By: _____
Shannon L. Chaffin
City Attorney

******SIGNATURES CONTINUE ON NEXT PAGE ******

“OWNER”:

**"OWNER":
BARRY ELEMENTARY SCHOOL**

By: 
Signature Notarized

Address: 1255 Barry Road,
Sutter County, CA

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

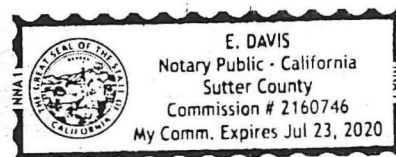
State of California)
County of Sutter)

On May 6, 2020, before me, E. Davis, a Notary Public, personally appeared Doreen Osumi, 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 



BARRY ELEMENTARY SCHOOL

By: 
Signature Notarized

Address: 1255 Barry Road,
Sutter County, CA

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.

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WITNESS my hand and official seal.

Signature 

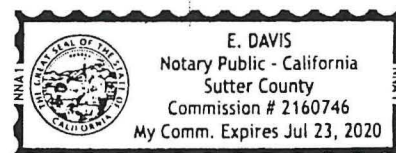


EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

ATTACHMENT 5

Nicholas Menezes

From: Ngai, Michael@Waterboards <Michael.Ngai@waterboards.ca.gov>
Sent: Wednesday, April 13, 2022 7:57 AM
To: Nicholas Menezes
Cc: Rowe, Paul@Waterboards; Uppal, Parmdeep@Waterboards
Subject: RE: Yuba - Barry consolidation project Authorizing Resolution

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Nicholas,

Checking in to see if the Construction Resolution and the Service Agreement are executed or not? If not, could you still send me a final draft for the Service Agreement with the requested modification from our Counsel? We have seen your draft Resolution already but not the Service Agreement as you mentioned you haven't had time to update it previously.

I just got the approval yesterday afternoon to increase the estimated project cost to your newly submitted cost of \$3,923,000. I believe we are ready to move with the initial Agreement with the updated info, so I want to see how your side is doing? Please let me know the status to the two documents in questions, so we can decide what to do with the initial agreement as we have to have it issued before May otherwise there might be further delays.

Please let me know if you have any other questions, thank you.

Michael Ngai
Sanitary Engineer

State Water Resource Control Board – Division of Financial Assistance
1001 I Street, 16th Floor, Sacramento, CA 95814
E-mail: Michael.Ngai@waterboards.ca.gov

From: Ngai, Michael@Waterboards
Sent: Wednesday, April 6, 2022 1:19 PM
To: Nicholas Menezes <nmenezes@yubacity.net>
Cc: Rowe, Paul@Waterboards <Paul.Rowe@waterboards.ca.gov>
Subject: RE: Yuba - Barry consolidation project Authorizing Resolution

Hi Nicholas,

I have forwarded your document and asked to see if there are any alternatives we can do, currently waiting for reply.

I have also gotten another reply from our Counsel again about your service agreement, she also recommend below modification **in addition** to her previous comment -

- Article 3(b) cannot be contingent on receiving grant funding as it contradicts DWSRF requirements
- The agreement should demonstrate the school agrees to surrender its drinking water permit upon consolidation (unless they've demonstrated that in a different document)
 - o Should also include "Procedures and timing for consolidating water system's surrender of domestic water supply permits"

Nicholas Menezes

From: Ngai, Michael@Waterboards <Michael.Ngai@waterboards.ca.gov>
Sent: Wednesday, April 20, 2022 1:49 PM
To: Nicholas Menezes
Cc: Rowe, Paul@Waterboards; Uppal, Parmdeep@Waterboards
Subject: RE: Yuba - Barry consolidation project Authorizing Resolution

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Nicholas,

After we have talked to various units for all the updates, we have come to a conclusion for the situation that we face, we are offering two choices:

1, We can issue the Agreement very shortly with the estimated amount of \$2.38M to the City and we are going to deal with all the increase during the Final Budget Approval process. **It was already cleared by our Credit Unit for the \$3.923M amount**, but increasing it again should not be a problem within reasons, especially due to consolidation with a School. Also, our counsel reminded that the Agreement can only be signed by the Authorized Representative ***after*** the Construction Authorizing Resolution is executed by City Council.

2, If the City would still prefer to receive the \$3.923M estimated amount on the Agreement, then we will need to push the issuance of the Agreement back a few months. Due to the time needed to go through various units to update to the new number, and we might have to do it again during our Final Budget Approval process. Especially we are going into our fiscal year end preparation, our Accounting unit is busy and might delay even further. I suggest against this.

Please let me know how the City would like to proceed so I can reply to our counsel, thank you.

Michael Ngai
Sanitary Engineer

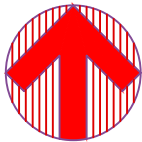
State Water Resource Control Board – Division of Financial Assistance
1001 I Street, 16th Floor, Sacramento, CA 95814
E-mail: Michael.Ngai@waterboards.ca.gov

From: Nicholas Menezes <nmenezes@yubacity.net>
Sent: Wednesday, April 13, 2022 11:20 AM
To: Ngai, Michael@Waterboards <Michael.Ngai@waterboards.ca.gov>
Cc: Rowe, Paul@Waterboards <Paul.Rowe@waterboards.ca.gov>; Uppal, Parmdeep@Waterboards <Parmdeep.Uppal@Waterboards.ca.gov>
Subject: RE: Yuba - Barry consolidation project Authorizing Resolution

EXTERNAL:

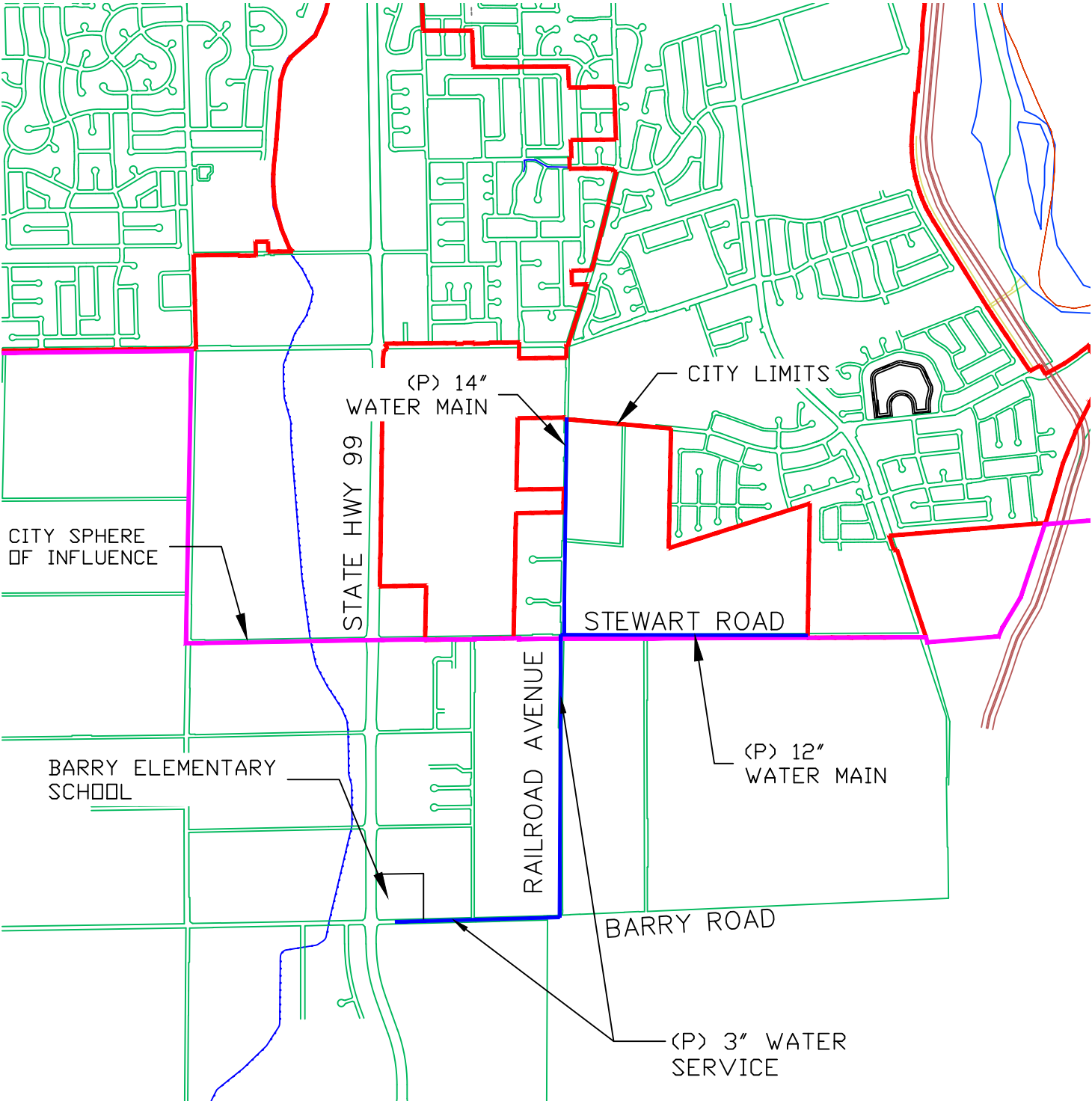
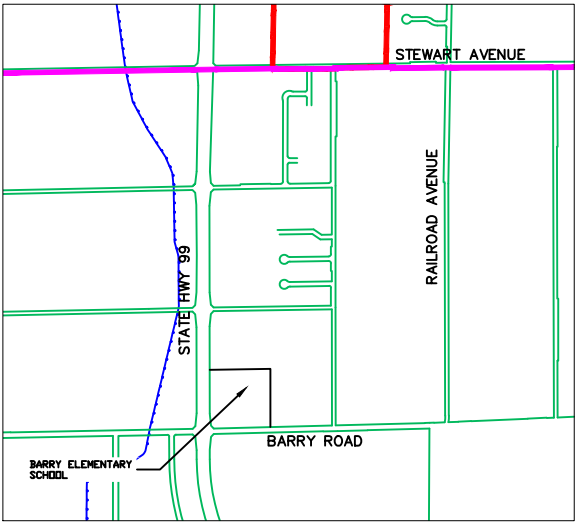
Thanks Michael,

ATTACHMENT 6



SCALE: 1" = 2000'

BARRY SCHOOL WATERLINE
EXTENSION PROJECT



CITY OF YUBA CITY
STAFF REPORT

Date: May 17, 2022
To: Honorable Mayor & Members of the City Council
From: Administration Department
Presentation By: Diana Langley, City Manager

Summary

Subject: Mayor/Vice Mayor Rotation Policy Update to address By-District Elections
Recommendation: Provide initial direction regarding updates to the Council's current process for selecting the Mayor and Vice Mayor positions given the City's change to election of Councilmembers by District
Fiscal Impact: None

Purpose:

To receive initial direction regarding updates to the Council's process of selecting the Mayor/Vice Mayor positions given the recent change to election of Council members by Districts.

Background:

Members of the current City Council were elected at-large based on a city-wide vote. Recently, the City converted to a district-based system of elections, where the City is divided into Districts. Candidates may only run for the seat representing the District in which they are registered to vote, and voters may only vote for a candidate from their division.

The conversion to a District-based system of elections can affect the current practice of selecting the Mayor and Vice Mayor as the order of finish between Districts potentially inhibits an "apples to apples" comparison of the order of finish as compared to a city-wide vote. Currently, the Mayor and Vice Mayor are elected by a majority vote of a quorum of the City Council for one-year terms. The position of Mayor has traditionally followed a sequence based on (a) election date and (b) order of finish within each city-wide election. The Vice-Mayor is also selected based on the same criteria, and traditionally the Mayor at the end of the Mayor's term. However, none of the Districts are the same exact size, which can create challenges in determining the order of finish under the traditional method.

Staff are requesting initial direction from the City Council as to whether to update the selection process, and if so, what criteria should be used for the election of the Mayor and Vice Mayor given the upcoming transition to elections by Districts. Once direction is provided, Staff will return with a policy for Council consideration for final approval.

Analysis:

Role and Authority of the Council

The City of Yuba City is a Council-Manager form of government, which means the City Council controls the selection of the Mayor and Vice Mayor and may choose to update its policies at any time.

The Council acts as a body and speaks with one “corporate voice.” No member has any extraordinary powers beyond those of other members. While the Mayor has additional ceremonial and presiding officer responsibilities, when it comes to establishing policies, voting, and in other significant responsibilities, all members of the Council are equal.

Fundamentally, the powers of the City Council are to be utilized for the good of the community and its residents and to provide for the health, safety and general welfare of the citizenry, no matter what District may have elected them. Likewise, in systems involving by-District elections, both the Mayor and Vice Mayor also have the role to continue to act for the good of the entire community.

Procedures for Selecting Mayor/Vice Mayor

There are essentially two basic methods for electing the Mayor and Vice Mayor given the City’s transition to by-District elections: the “ad hoc” procedure, and the “rotation” procedure.

“Ad hoc” Procedure

The “ad hoc” procedure is where a city does not have a formal rotation policy or has limited criteria for the selection of the Mayor and Vice Mayor. Instead, the Mayor and Vice Mayor are selected by a majority vote of the Council from time to time. Proponents of this system point to an advantage in providing flexibility for selection of the Mayor and Vice Mayor, and that the Mayor will likely have the support of the majority. Critics of this system point to how it can lead to political divisiveness during the selection process, result in appointment of a single person for multiple terms (or turn over mid-term if a simple majority is lost), and prevents Council members in the minority from ever having an opportunity to serve.

The “Rotation” Procedure

This procedure essentially provides for a system of selection based on a rotating basis. There are many variations of this method, but it can include items such as:

1. An intent to set up a process so that each Council member will have the opportunity to become either Vice Mayor, Mayor, or both.
2. Term of office. One year is common.
3. Mayor eligibility criteria. This could include having served at least two years on Council.
4. Vice Mayor eligibility criteria. This could include having served at least one year on the Council.
5. Presumption that the Vice Mayor will be selected for the next Mayor position.
6. A rotation schedule that is easy to understand. For example, the Mayor’s selection process could start with District 1, then 2, 3, 4, and 5 in order, then repeat. The Vice Mayor rotation schedule could start with the next highest number (i.e., District 2, 3, 4, 5, and then to 1, etc.)
7. Provide a transition from the current system to the new system. For example, the system could start when initial elections have been completed for all Districts (2024). To allow for an initial transition, the existing Vice Mayor appointed in December of 2023 could become the next Mayor starting in December of 2024, and the Councilmember from District 1 would then become the new Vice Mayor if eligible.
8. Provisions for selecting a backup. For example, if a Councilmember from the District does not meet the eligibility criteria, resigns, is recalled, declines the appointment, etc., then that District is skipped for that office until the next turn in the rotation.

9. Provisions for vacancies and terms. For example, if a sitting Mayor resigns or is recalled before the scheduled selection of the new Mayor's rotation, upon appointment by the Council the partial term does not count toward the new-Mayor (or new Vice-Mayor's) originally scheduled one-year term.
10. Provisions for declining to appoint due to unusual circumstances. This can include issues such as i) a violation of law or City policy, or pending investigation for the same; ii) intemperate, rude, or disparaging remarks toward the public, staff, or City Council; iii) lack of leadership or communication skills; iv) excessive absenteeism as a Council member; or v) any other conduct that would be considered to be unprofessional or unbecoming of the position of Mayor or Vice Mayor.

All appointments would be approved by a majority vote of the City Council.

Proponents of this method generally point to advantages including certainty, ensuring experienced leadership, allowing all members to potentially have the opportunity to serve, and that all Districts will eventually have the opportunity to be served by the Mayor or Vice Mayor. Critics of this system generally argue that this system potentially limits the flexibility to appoint a potentially exceptional leader for multiple years, or may result in a Mayor who is in the minority.

Recommendation:

Provide initial direction regarding updates to the Council's current process for selecting the Mayor and Vice Mayor positions given the City's change to election of Councilmembers by District.

Alternatives:

1. Decline to start the process and maintain the traditional practice of selection to the extent feasible.

Attachments:

None

Prepared By:
Shannon Chaffin
City Attorney

Submitted By:
Diana Langley
City Manager

CITY OF YUBA CITY

Future Agenda Items

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

CITY OF YUBA CITY

Reports and Communications

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

City Manager's Report

CITY OF YUBA CITY

Reports and Communications

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

City Council Reports

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

Adjournment