



AGENDA

JULY 15, 2014

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

5:00 P.M. – CLOSED SESSION: BUTTE ROOM
6:00 P.M. – REGULAR MEETING: COUNCIL CHAMBERS

MAYOR	• Kash Gill
VICE MAYOR	• John Dukes
COUNCILMEMBER	• John Buckland
COUNCILMEMBER	• Tej Maan
COUNCILMEMBER	• Craig Starkey
CITY MANAGER	• Steven Kroeger
CITY ATTORNEY	• Timothy Hayes

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 OF THE
CITY COUNCIL
CITY OF YUBA CITY
COUNCIL CHAMBERS
JULY 15, 2014
5:00 P.M. – CLOSED SESSION
6:00 P.M. – REGULAR MEETING**

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.

Closed Session—Butte Room

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 prior to the City Council convening into closed session. Comments from the public will be limited to three (3) minutes. No member of the public will be allowed to be present once the City Council convenes into closed session. Contact the City Clerk in advance of the closed session either in person at City Hall, by phone 822-4817, or email tlocke@yubacity.net to allow for time for testimony.

- A. Confer with real property negotiators Steve Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding negotiations for the possible purchase of the following properties or portions thereof: APN's 51-660-084 and 51-670-074
- B. Confer with labor negotiators Steve Kroeger and Natalie Walter regarding negotiations with the following associations: Yuba City Police Officers, Police Sergeants, Yuba City Firefighters Local 3793, Yuba City Fire Management, Confidential Employees, Executive Services Employees, First Level Managers, Mid Managers, and Public Employees Local No. 1, pursuant to Section 54957.6 of the Government Code

Regular Meeting—Council Chambers

Call to Order

Roll Call: _____ Mayor Gill
 _____ Vice Mayor Dukes
 _____ Councilmember Buckland
 _____ Councilmember Maan
 _____ Councilmember Starkey

Invocation

Pledge of Allegiance to the Flag

Presentations and Proclamations

- 1. Proclamation for Tim McKenna, Downtown Business Association**
- 2. Proclamation for Dr. James Mariner, Personnel Board**

Public Hearings

- 3. Abandonment of intended parkland designation on approximately 15.2 acres of City Owned Property between Live Oak Boulevard and Clark Avenue**

Recommendation:

1. Open Public Hearing and receive any testimony offered
2. Adopt a Resolution abandoning the intended park for the City owned property located between Live Oak Boulevard and Clark Avenue, north of the City's Water Treatment Plant

Public Communication

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

4. Written Requests

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

5. Appearance of Interested Citizens

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 to 3 minutes.

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.

6. Minutes of June 24, 2014

Recommendation: Approve the City Council Meeting Minutes of June 24, 2014.

- 7. Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area), Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4 & 5 (Town Center and 69 subdivisions throughout Yuba City, and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Resolution of Intent**

- Recommendation:
- a. Adopt the following Resolutions to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972:
 - Resolution Directing Filing of Annual Report, Yuba City Landscape Maintenance District No. 1
 - Resolution of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1
 - Resolution Directing Filing of Annual Report, Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6
 - Resolution of Intention to Order Improvements, Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6
 - b. Set a Public Hearing for August 19, 2014, at 6:00 pm to establish assessments for FY 14/15.

8. Yuba City Residential Street Light Maintenance Districts (Walton Area and Tierra Buena Area) Resolution of Intent

- Recommendation:
- a. Adopt the following Resolutions to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982:
 - Resolution Directing Filing of Annual Report, Yuba City Residential Street Light Maintenance Districts
 - Resolution of Intention to Order Improvements, Yuba City Residential Street Light Maintenance Districts
 - b. Set a Public Hearing for August 19, 2014, at 6:00 pm to establish assessments for FY 14/15

9. Lease Agreement extension between the City of Yuba City and Robert Lansdon for the continued use of the Lansdon property for a municipal parking lot in the Downtown Plumas Street area

- Recommendation: Authorize the City Manager to sign a Lease Agreement Extension for the continued use of the subject property as a municipal parking lot

10. Downtown Area Collection System Rehabilitation and Replacement Project (Additional Funding Request)

- Recommendation:
- a. Approve additional funds, in the amount of \$250,000, for the completion of Downtown Area Collection System Rehab/Replacement Project
 - b. Authorize Finance Director to transfer \$250,000 to Wastewater CIP Account No. 981112-65504 from unallocated Capital Improvement Program Wastewater reserve account

General Items

11. Mid-Managers' Letter of Understanding (LOU)

- Recommendation:
- a. Adopt a Resolution approving a two year Letter of Understanding with the Mid-Manager group
 - b. Approve a supplemental appropriation of \$64,500 to the FY 2014/2015 adopted budget
 - c. Adopt a Resolution approving Confidential Group contribution towards retirement benefits

12. Extension of the State Water Project Water Supply Contract – Agreement in Principle with the Department of Water Resources

- Recommendation: Authorize the City Manager to execute an Agreement in Principle for the Extension of the State Water Project Water Supply Contract between the City of Yuba City and the Department of Water Resources

13. Water Rebate Program – High Efficiency Toilets, Commercial Spray Nozzles, and Smart Irrigation Timers

- Recommendation: Approve a Water Rebate Program in the amount of \$15,000 to provide rebates for the installation of high efficiency toilets, commercial spray nozzles, and smart irrigation timers

14. Professional Services Agreement with WaterSmart Software, Inc., for Implementation of a Water Conservation Program

- Recommendation: Award a professional services agreement to WaterSmart Software, Inc., of Tiburon, CA, for implementation of a water conservation program in the amount of \$64,322 with the finding that it is in the best interest of the City

15. Domain Estates Phase 2 (Improvement Agreement, Subdivision Agreement, and Final Map approval)

- Recommendation:
- a. Adopt a Resolution approving the execution of an Improvement Agreement with Compass Land Development Corporation, a California Corporation, providing funds and right of way dedication for public improvements associated with the Domain Estates Phase 2 Subdivision Map. [Subdivision is located on the west side of Blevin Rd., north of Butte House Rd.]
 - b. Adopt a Resolution approving the execution of a Subdivision Agreement with the Scott Family Trust, Dated November 6, 2000, providing for public improvements associated with the Domain Estates Phase 2 Subdivision Map, provided said Subdivision Agreement is executed by the Scott Family Trust within six months. [Subdivision is located on the west side of Blevin Rd. north, of Butte House Rd.]

- c. Adopt a Resolution approving the final map for Domain Estates Phase 2, accepting dedication of property, rights-of-way, and easements shown thereon and authorizing the filing of the map, pending the necessary cash deposits, securities, and right of ways are received per the associated Improvement and Subdivision Agreements

16. Fiscal Year 2014-2015 Fire Department Purchases through L.N. Curtis & Sons

Recommendation: Approve the Fire Department's reoccurring purchases over \$50,000 from July 1, 2014 through June 30, 2015, for equipment with L.N. Curtis & Sons, being in the best interest of the City

Business from the City Council

17. City Council Protocols - Rules of Conduct and Decorum

Recommendation: Adopt a Resolution Establishing and Confirming Conduct and Decorum Protocols and Procedures

18. City Council Reports

- Councilmember Buckland
- Councilmember Maan
- Councilmember Starkey
- Vice Mayor Dukes
- Mayor Gill

Adjournment

**MAYOR'S AGENDA
JULY 15, 2014, 6:00 P.M.**

Regular Meeting—Council Chambers

Call to Order

Roll Call: _____ Mayor Gill
 _____ Vice Mayor Dukes
 _____ Councilmember Buckland
 _____ Councilmember Maan
 _____ Councilmember Starkey

Invocation

Pledge of Allegiance to the Flag

Presentations and Proclamations

1. **Proclamation for Tim McKenna, Downtown Business Association**
 Tim McKenna from Linda's Soda Bar and Grill will be receiving the proclamation
2. **Proclamation for Dr. James Mariner, Personnel Board**
 Dr. James Mariner will be receiving the proclamation

Public Hearings

3. **Abandonment of intended parkland designation on approximately 15.2 acres of City Owned Property between Live Oak Boulevard and Clark Avenue**
 Presented by: Brad McIntire, Parks & Recreation Director
 Action: Open Public Hearing and Adopt a Resolution

Public Communication

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

4. Written Requests

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

- Stephanie Ruscigno
- Gary Stucky, Local #1

5. Appearance of Interested Citizens

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 to 3 minutes.

Consent Calendar

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6. Minutes of June 24, 2014

Action: Approve the Minutes of June 24, 2014.

7. Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area), Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4 & 5 (Town Center and 69 subdivisions throughout Yuba City, and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Resolution of Intent

(Kash Gill and Craig Starkey – recuse themselves)

Presented by: Diana Langley, Public Works Director

Action: Adopt the Resolutions and set a Public Hearing for August 19, 2014

8. Yuba City Residential Street Light Maintenance Districts (Walton Area and Tierra Buena Area) Resolution of Intent

Presented by: Diana Langley, Public Works Director

Action: Adopt the Resolutions and set a Public Hearing for August 19, 2014

9. Lease Agreement extension between the City of Yuba City and Robert Lansdon for the continued use of the Lansdon property for a municipal parking lot in the Downtown Plumas Street area

Presented by: Aaron Busch, Community Development Director

Action: Authorize the City Manager to sign a Lease Agreement Extension

10. Downtown Area Collection System Rehabilitation and Replacement Project (Additional Funding Request)

Presented by: Diana Langley, Public Works Director

Action: Approve additional funds and Authorize Finance Director to transfer funds

General Items

11. Mid-Managers' Letter of Understanding (LOU)

Presented by: Natalie Walter, Human Resources Director

Action: Adopt Resolutions and Approve a supplemental appropriation

- 12. Extension of the State Water Project Water Supply Contract – Agreement in Principle with the Department of Water Resources**
Presented by: Diana Langley, Public Works Director
Action: Authorize the City Manager to execute an Agreement
- 13. Water Rebate Program – High Efficiency Toilets, Commercial Spray Nozzles, and Smart Irrigation Timers**
Presented by: Diana Langley, Public Works Director
Action: Approve a Water Rebate Program
- 14. Professional Services Agreement with WaterSmart Software, Inc., for Implementation of a Water Conservation Program**
Presented by: Diana Langley, Public Works Director
Action: Award a professional services agreement
- 15. Domain Estates Phase 2 (Improvement Agreement, Subdivision Agreement, and Final Map approval)**
Presented by: Ben Moody, Senior Engineer – City Surveyor
Action: Adopt Resolutions
- 16. Fiscal Year 2014-2015 Fire Department Purchases through L.N. Curtis & Sons**
Presented by: Pete Daley, Fire Chief
Action: Approve the Fire Department’s reoccurring purchases

Business from the City Council

- 17. City Council Protocols - Rules of Conduct and Decorum**
Action: Adopt a Resolution
- 18. City Council Reports**
- Councilmember Buckland
 - Councilmember Maan
 - Councilmember Starkey
 - Vice Mayor Dukes
 - Mayor Gill

Adjournment



Proclamation

of the City Council

Tim McKenna

A Leader in the Downtown Business Community

WHEREAS, Tim McKenna a dedicated volunteer from 2008 – 2014 served on the Downtown Business Association Board of Directors as the Parking Committee Chair, two terms as President and as a Board of Director Past President; and

WHEREAS, as a representative from Linda's Soda Bar and Grill, Tim has supported the surrounding communities with countless donations; and

WHEREAS, the accomplishments by Tim and the DBA are extensive and include, but are not limited to, establishing a new event on Thursday nights – "Twilight Thursdays" and the Certified Farmers Market; increasing the attendance and vendors of the downtown strolls along with changing the downtown strolls to a Saturday event; successfully having a variety of new businesses that open and thrive downtown; increasing the web presence for the Downtown with an updated and redesign of the Yuba City Downtown Website and the creation of the Downtown's Facebook account; innumerable hours rallying Downtown property owners bringing awareness for the need of a Property Owners Business Improvement District; successfully funding a part-time employee independent from the City of Yuba City, relocating the DBA office to ground level; maintaining and enhancing the Downtown landscaping and flower bowls, acquiring a community sidewalk power washer for business owners; making it "snow" at the Christmas Stroll; and as the Parking Committee Chair, worked with the City to successfully develop the much needed additional parking spaces downtown; and

WHEREAS, Tim McKenna's leadership, dedication, professionalism and commitment set the standards to making the downtown community a better place for all to experience, shop, dine and visit.

NOW, THEREFORE, BE IT RESOLVED, that I, Kash Gill, Mayor of the City of Yuba City, on behalf of our entire City Council, hereby commend Tim McKenna's outstanding dedication to beautifying the community and enhancing the experience in Downtown Yuba City, and sincerely urge all residents of the City of Yuba City to join me in recognizing Tim for his contributions to the Yuba City community.

Done on this 15th day of July, 2014 at the City of Yuba City, County of Sutter, State of California.

Kash Gill, Mayor



Proclamation

of the City Council

Dr. James Mariner

Personnel Board Member for the City of Yuba City

WHEREAS, Dr. James Mariner was appointed to the Yuba City Personnel Board by the City Council on October 2, 1989, and has served purposely for 25 years; and

WHEREAS, Dr. James Mariner vigorously involved himself in the matters of the Personnel Board, and became an important and distinguished voice on the Personnel Board; and

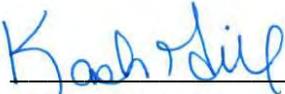
WHEREAS, Dr. James Mariner informed himself on all issues and fully participated with the Personnel Board to make decisions and recommendations in the best interests of all the citizens of Yuba City; and

WHEREAS, Dr. James Mariner distinguished himself on the Personnel Board for his independent thinking, thoughtfulness, and conscientiousness; and

WHEREAS, Dr. James Mariner served on the Personnel Board through many hearings and resulting decisions, and displayed leadership, fairness, kindness, and integrity in all Personnel Board matters. His dedication, professionalism and commitment to the Personnel Board during the 25 years were invaluable to the City.

NOW, THEREFORE, BE IT RESOLVED, that I, Kash Gill, Mayor of the City of Yuba City, on behalf of our entire City Council, hereby commend Dr. James Mariner for his outstanding dedication to the Personnel Board and his full participation in making decisions and recommendations in the best interests of all the citizens of Yuba City, and I sincerely urge all residents of the City of Yuba City to join me in recognizing Dr. Mariner for his contributions to the Yuba City community.

Done on this 15th day of July, 2014 at the City of Yuba City, County of Sutter, State of California.


Kash Gill, Mayor

CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor & Members of the City Council
From: Parks and Recreation Department
Presentation By: Brad McIntire, Parks & Recreation Director

Subject: Abandonment of intended parkland designation on approximately 15.2 acres of City Owned Property between Live Oak Boulevard and Clark Avenue.

Recommendation:

1. Open Public Hearing and receive any testimony offered
2. Adopt a Resolution abandoning the intended park for the City-owned property located between Live Oak Blvd. and Clark Avenue, north of the City's Water Treatment Plant.

Fiscal Impact: Possible sale of property.

Purpose:

Determine the future use of City-owned property located between Live Oak Blvd. and Clark Avenue.

Background:

In 1994, 14.5 acres of the above mentioned property were purchased by the City. The Acquisition Agreement stated that the City's "current intention" in 1994 was to utilize the property as an appropriate public facility use such as a community park. An adjacent 1.5 acres were purchased in 1998. Please refer to attachment A.

In 1994, Northridge Park was built. It is 4.5 acre park with play features, a walking path and open space for active recreation and is south of the subject property.

The 2004 General Plan update did not designate the subject property as parkland. Rather its use was designated as low density residential. Please refer to attachment B.

In 2005, approximately 5 acres of the property was used to construct a detention pond by the City.

October 25, 2013 staff received a letter from Axel Karlshoej Properties inquiring about the property which had been identified as a potential location for a new Twin Rivers Charter School.

February 2014, the City issued a Request for Proposals for development of the City owned property. The only response the City received was from Axel Karlshoej Properties.

June 3, 2014 City Council adopted a Resolution declaring City Council's intention to abandon and consider selling a portion or all of the property.

On July 9th, the Parks and Recreation Commission considered the abandonment of subject property and concurred with staff's recommendation.

Analysis:

Government Code Section 38501 provides that if property has been purchased by a city for park purposes that the property may be abandoned and then sold if the City Council finds that the property has not been used by the public for park purposes, that no consideration had been paid for the property except by the city, that no public funds have been expended to improve the property as a park and that all or any portion of the property is not appropriate, convenient or necessary for park purposes. All of these conditions apply to the subject property.

Before abandoning and possibly selling such property, Section 38503 requires that the City Council adopt a resolution of intention describing the property proposed to be abandoned and setting a time for a public hearing for the city council to hear any objections to the proposed abandonment. Following the public hearing, if the City Council determines that the park use for the property is to be abandoned then the property may be sold.

Northridge Park is 4.5 acres of with play features, a walking path and open space for active recreation that is adjacent to the subject property and the Feather River Parkway is on the other side of the levy to the east of the subject property. Both parks do a good job serving the needs of the neighborhood. Staff will be working with the City's Parks and Recreation Commission to identify areas of the City that are underserved and would benefit from future park development.

Fiscal Impact:

Possible sale of property.

Alternatives:

Do not adopt a Resolution to abandon the intended park for the City-owned property located between Live Oak Blvd. and Clark Avenue, north of the City's Water Treatment Plant.

Recommendation:

Adopt a Resolution abandoning the intended park for the City-owned property located between Live Oak Blvd. and Clark Avenue, north of the City's Water Treatment Plant.

Attachments:

Attachment A: Map of subject property.

Attachment B: General Plan Map or Current/Future Park Map

Prepared By:

/s/ Brad McIntire

Brad McIntire
Parks & Recreation Director

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

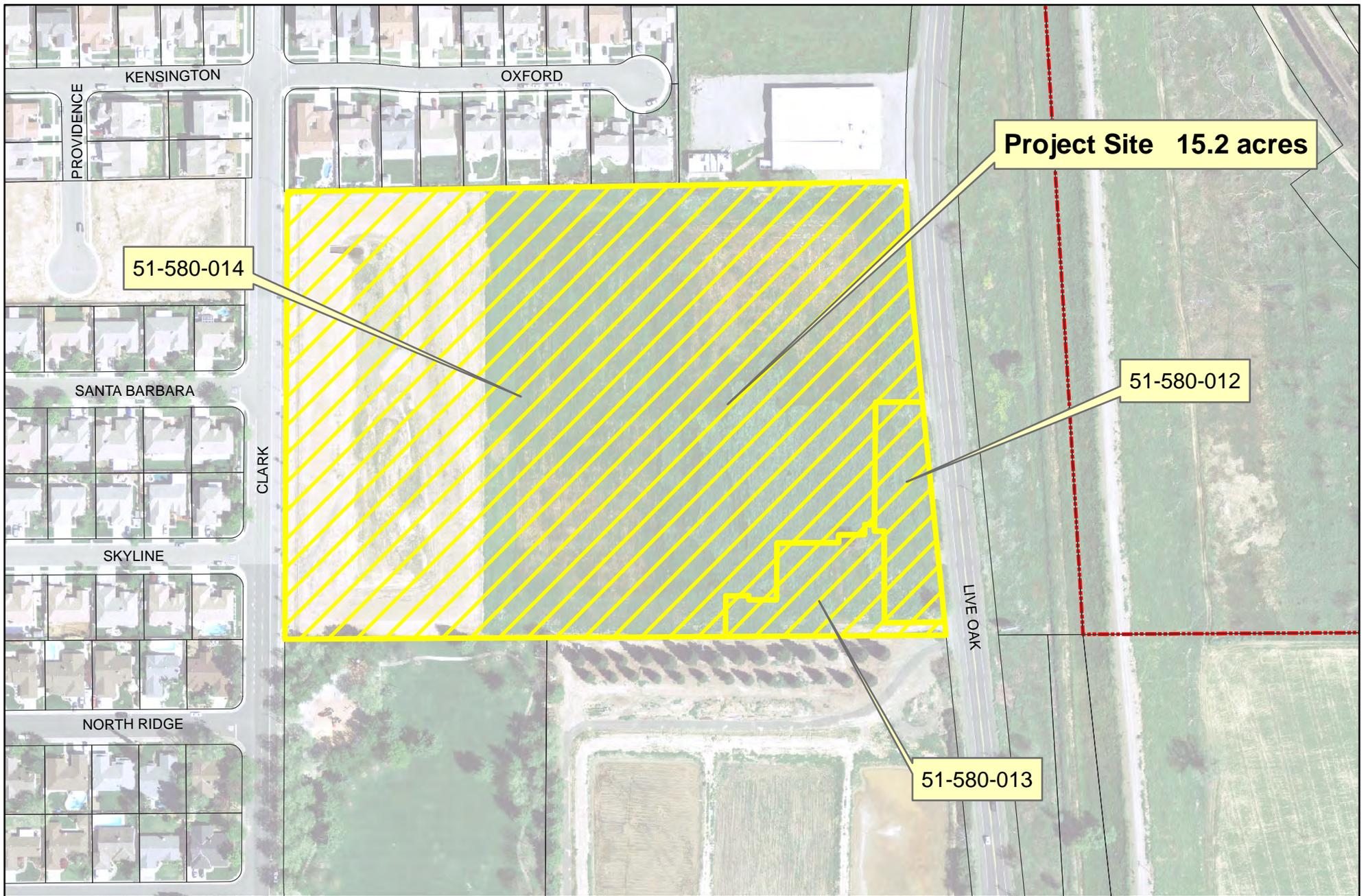
Reviewed By:

Finance

RB

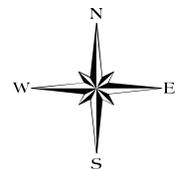
City Attorney

TH



15.2 City owned acreage - property disposition
assessor parcel numbers 51-580-012, -013, -014

1 inch = 200 feet



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ABANDONING THE INTENDED PARK FOR THE CITY-OWNED PROPERTY
LOCATED BETWEEN LIVE OAK BOULEVARD AND CLARK AVENUE,
NORTH OF THE CITY'S WATER TREATMENT PLANT**

WHEREAS, by Resolution No. 14-036, the City Council of the City of Yuba City declared its intention to abandon the intended park for the City-owned property located between Live Oak Boulevard and Clark Avenue, north of the City's Water Treatment Plant, as described in Exhibit A attached hereto (the "Property"), and set a public hearing to hear and consider any objections to the proposed abandonment of the intended park on the Property for July 15, 2014; and,

WHEREAS, the City Council having held the public hearing to consider any objections to the proposed abandonment of the intended park on the Property; and,

WHEREAS, the City Council has determined that said Property has never been used for park purposes, no consideration has been paid for the Property except by the City, and no public funds have been expended to improve the Property as a park; and,

WHEREAS, in 1994 Northridge Park was constructed and is a 4.5 acre park adjacent to said Property.

NOW, THEREFORE, THE CITY COUNCIL HEREBY FINDS AND RESOLVES THAT:

- (1) The recitals above are express findings and determinations by this Council.
- (2) This Council overrules all objections to the proposed abandonment.
- (3) Pursuant to California Government Code Section 38501, this Council finds that said Property is not necessary for park purposes.
- (4) This Council hereby orders the abandonment of the intended park for the 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 July 15, 2014, by the following vote:

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

Attest:

Terrel Locke, City Clerk

EXHIBIT A

Parcel 1

That parcel of land as described in the Grant Deed from Parmjit K. Brar to the City of Yuba City, a Municipal Corporation and filed in the Office of the County Recorder of Sutter County, California on January 8, 1996 at document number 199600186.

TOGETHER WITH:

Parcel 2

That parcel of land as described in the Grant Deed from Odie Nancy Basari to the City of Yuba City, a Municipal Corporation and filed in the Office of the County Recorder of Sutter County, California on October 29, 1998 at document number 199816814.

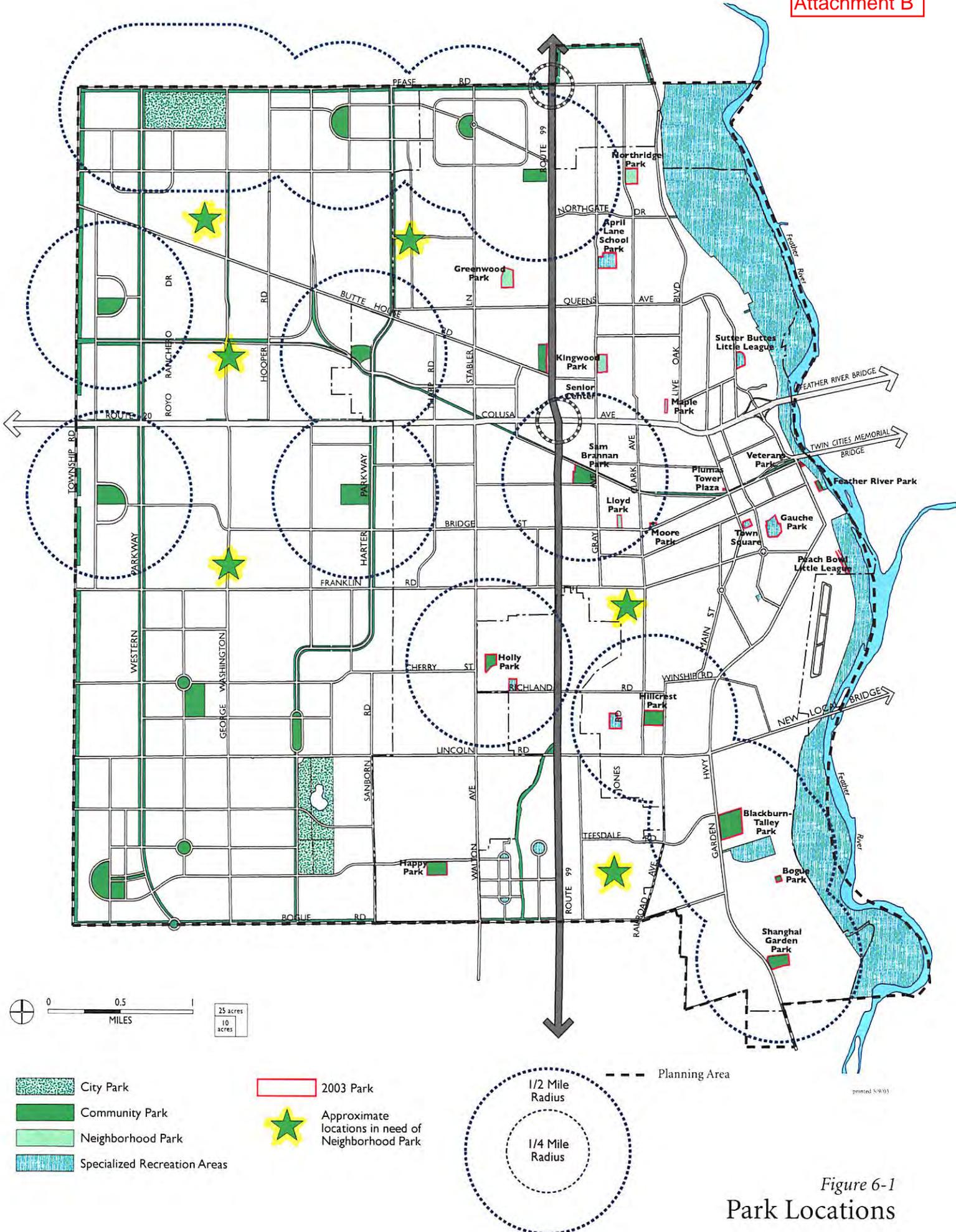


Figure 6-1
Park Locations

CITY OF YUBA CITY

Written Requests

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

Procedure

When requesting to speak, 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:

Terrel Locke, City Clerk tlocke@yubacity.net

The Mayor will call you to the podium when it is time for you to speak.

CITY OF YUBA CITY

Appearance of Interested Citizens

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

Complete a Speaker Card located in the lobby and give to the City Clerk. When a matter is announced, wait to be recognized by the Mayor. Comment should begin by providing your name and place of residence. A three minute limit is requested when addressing Council.

- For Items on the Agenda

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

- Items not listed on the Agenda

Public comments on items not listed on the agenda will be heard during the Public Communication portion of the meeting.

MINUTES (DRAFT)
SPECIAL MEETING OF THE
CITY COUNCIL
CITY OF YUBA CITY
COUNCIL CHAMBERS
JUNE 24, 2014
5:00 P.M. – CLOSED SESSION
6:00 P.M. – SPECIAL MEETING

Closed Session—Butte Room

- A. Conferred with legal counsel and Steven Kroeger regarding two (2) existing Worker's Compensation Claim of employee pursuant to Government Code Section 54956.9(a), Roebuck-Kunde v. City of Yuba City, Claim No. NCWA-335236 & Roebuck-Kunde v. City of Yuba City, Claim No. NCWA-485148
- B. Conferred with labor negotiators Steve Kroeger and Natalie Walter regarding negotiations with the following associations: Yuba City Police Officers, Police Sergeants, Yuba City Firefighters Local 3793, Yuba City Fire Management, Confidential Employees, Executive Services Employees, First Level Managers, Mid Managers, and Public Employees Local No. 1, pursuant to Section 54957.6 of the Government Code

Regular Meeting—Council Chambers

The City of Yuba City City Council meeting was called to order by Mayor Gill at 6:02 p.m.

Roll Call

Present: Councilmembers Buckland, Dukes, Maan, Starkey and Mayor Gill

Absent: None

Invocation

Councilmember Dukes gave the invocation.

Pledge of Allegiance to the Flag

Councilmember Buckland led the Pledge of Allegiance

Presentations and Proclamations

1. Sapphire Group Recognition – California Chrome Event

Mayor Gill presented a token of appreciation to Kary Hauck and DeeDee Brady of the Sapphire Group, along with recognition to the event sponsors and volunteers.

2. Proclamation for Sexual Assault Awareness Month

Mayor Gill presented Proclamation to Marina Cavanagh, Sexual Assault Program Director at Casa De Esperanza.

3. Retirement Proclamation for Officer Scotty Clinkenbeard

Mayor Gill presented a Proclamation to Police Officer Scotty Clinkenbeard in honor of his retirement after his 27 years of service to the community.

Public Communication

4. **Written Requests - None**
5. **Appearance of Interested Citizens - None**

Consent Calendar

Councilmember Maan moved to adopt the Consent Calendar as presented. Councilmember Dukes seconded the motion that passed with a unanimous vote.

6. Minutes of May 27, 2014 and June 3, 2014

Approved the City Council Meeting Minutes of May 27 and June 3, 2014.

7. Lot Line Adjustment – Live Oak Boulevard/Clark Avenue

Adopted **Resolution No. 14-040** authorizing the City Manager to execute a Grant Deed, to confirm a Lot Line Adjustment for City properties: (APN: 51-580-012, 51-580-013, 51-580-014)

8. Transfer of former Redevelopment Agency Properties to the Successor Agency as required by State Law

Adopted Resolution No. 14-041 authorizing the City Manager to execute the necessary deeds and documents required to grant the City property that was acquired from the Redevelopment Agency of the City of Yuba City, to the “Successor Agency of the Redevelopment Agency of the City of Yuba City”, as required by State law, and **Adopt Resolution No. 14-042** declaring portions of City owned property, known as Town Square, as public road right of way as described in Exhibit A and depicted in Exhibit B.

General Items

9. Retirement Health Savings (RHS) Plan Adoption and Related Plan Documents

Councilmember Starkey moved to adopt **Resolution No. 14-043** approving the plan documents for the City’s pre-January 1, 2014 RHS plan, Plan No. 801145, with ICMA and approving a post-Affordable Care Act RHS plan, Plan No. 803499, with ICMA with an effective date of January 1, 2014. Councilmember Dukes seconded the motion that passed with a unanimous vote.

10. Fiscal Year 2014-2015 Citywide Purchases

Councilmember Dukes moved to approve citywide reoccurring purchases over \$50,000 from July 1, 2014 through June 30, 2015, based on each purchase recommendation being in the best interest of the City, with the exception of LN Curtis and Sons for Fire Personnel Equipment. Councilmember Buckland seconded the motion that passed with a unanimous vote.

Business from the City Council

11. City Council Reports

- Councilmember Buckland
- Councilmember Maan
- Councilmember Starkey
- Vice Mayor Dukes
- Mayor Gill

Adjournment

Mayor Gill adjourned the Regular Meeting of the City Council of the City of Yuba City at 6:44 p.m.

ATTEST:

Kash Gill, Mayor

Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Yuba City Landscape Maintenance District No. 1 (Stabler Lane/Garden Highway Area), Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4 & 5 (Town Center and 69 subdivisions throughout Yuba City, and Yuba City Lighting and Landscape Maintenance District No. 6 (Commercial District) Resolution of Intent

Recommendation:

- a. Adopt the following resolutions to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972:
 - Resolution Directing Filing of Annual Report, Yuba City Landscape Maintenance District No. 1
 - Resolution of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1
 - Resolution Directing Filing of Annual Report, Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6
 - Resolution of Intention to Order Improvements, Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6
- b. Set a public hearing for August 19, 2014, at 6:00 pm to establish assessments for FY 14/15.

Fiscal Impact: None.

Purpose:

To initiate proceedings for the continuation of the levy of Assessments for fiscal year 2014/15 within the Yuba City Landscape Maintenance District No. 1 and Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution.

Background:

The City annually levies and collects special assessments in order to maintain and service landscaping and lighting improvements that provide special benefit to the parcels identified in Landscape Maintenance District 1 or Lighting and Landscape Maintenance Districts 2-6. The assessments were approved by the property owners of record through a protest ballot proceeding at the time the Districts were formed.

District 1, which includes the Garden Highway area and Stabler Lane area, does not have provisions for a cost of living adjustment (COLA). This District has historically been charged the maximum levy allowed in order to cover the expenses.

Districts 2 (Town Square Area), 3, 4, 5, (69 subdivisions located throughout the City) and 6 (several commercial areas throughout the City) have provisions for a COLA, which is based on the Consumer Price Index from February to February for District 2 and May to May for Districts 3-6. Prior to 2009, the Districts were historically charged the maximum levy which allowed the reserves to accumulate. This allowed the reserves to build up to significant levels for Districts 3, 4, and 9 of the 12 Zones of Benefit in District 5. Since 2009, Council has approved rate holidays or reduced assessments for these Districts in order to reduce the reserves. In addition, Council directed staff to levy assessments in future years at levels in which reserves will be maintained at a constant level, and the revenues will cover the expenses with minimal increases from year to year.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's office. They describe each District, the improvements therein, the method of assessment, and the proposed assessment for each parcel. The Resolution directing the filing of the Annual Reports and the Resolution of Intention to order improvements are required by State law to continue the Residential Street Light Maintenance Districts. The action tonight sets a public hearing for the Council meeting to be held on August 19, 2014, to establish assessments for the coming year.

Fiscal Impact:

The proposed assessments for fiscal year 2014/15 are shown in Exhibit A.

The projected revenue, expenditures, and cash balance, which include capital reserve, for the Districts are as follows:

<u>District</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Projected Reserve Fund Balance as of 7/1/15*</u>
1	\$88,352	\$91,813	\$5,942
2	\$80,985	\$80,617	\$96,883
3	\$8,799	\$11,531	\$27,161
4	\$63,111	\$108,583	\$165,642
5	\$249,297	\$324,128	\$488,450
6	\$21,425	\$16,207	\$82,859

*The Projected Reserve Fund Balance is the total of the Capital Replacement Reserve plus the Operating Reserve.

Alternatives:

Modify the assessment amounts or cancel the Districts and find alternative funding sources to maintain the landscaping and streetlights.

Recommendation:

a. Adopt the following resolutions to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982:

- Resolution Directing Filing of Annual Report, Yuba City Landscape Maintenance District No. 1
- Resolution of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1
- Resolution Directing Filing of Annual Report, Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6
- Resolution of Intention to Order Improvements, Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6

b. Set a public hearing for August 19, 2014, at 6:00 pm to establish assessments for FY 14/15.

Prepared by:

Submitted by:

/s/ Diana Langley

/s/ Steven C. Kroeger

Diana Langley
Public Works Director

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH

Other

EXHIBIT A

District	Zone of Benefit	FY 14/15 Proposed Levy (\$)	Change From Previous Year (\$)	Maximum Levy Allowed (\$)
1	A	56.72	0	56.72
	B	29.50	0	29.50
	B_1	30.53	0.63	30.53
2	A	540.16	6.03	540.16
3	A	96.59	5.68	153.60
4	A	106.11	27.83	402.17
	B	105.88	27.77	544.65
	C	104.42	27.39	330.48
	D	106.87	28.03	296.09
5	A	0	0	195.97
	B	34.29	(27.44)	65.79
	C	61.63	(25.61)	142.03
	D	64.52	(55.27)	195.03
	E	45.00	(3.50)	80.55
	F	32.61	(64.74)	158.47
	G	25.00	(5.36)	49.55
	H	20.00	0.44	31.84
	I	40.08	(25.29)	66.76
	J	45.98	(63.89)	178.87
	K	122.09	1.61	253.07
	L	117.96	2.46	117.96
6	A_1	272.79	5.69	272.79
	A_2	272.79	5.69	272.79
	A_3	272.79	272.79	272.79
	B_1	438.62	9.15	438.62

District	Zone of Benefit	FY 14/15 Proposed Levy	Change From Previous Year (\$)	Maximum Levy Allowed (\$)
6	B_2	403.02	8.41	403.02
	B_3	277.25	5.78	277.25
	B_4	1,463.23	30.52	1,463.23
	B_5	0	0	418.07
	B_6	80.62	80.62	80.62
	B_7	80.62	80.62	80.62

RESOLUTION NO. 14-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DIRECTING FILING OF THE ANNUAL REPORT FOR THE YUBA CITY LANDSCAPE
MAINTENANCE DISTRICT NO. 1 (Stabler Lane/Garden Highway Area)
(Pursuant to the Landscaping and Lighting Act of 1972)**

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

WHEREAS, John Bliss, the person designated by this Council as the Engineer of Work for the Yuba City Landscape Maintenance District No. 1, is hereby directed to file an annual report in accordance with the provisions of the Landscaping and Lighting Act of 1972; and

WHEREAS, this resolution is adopted pursuant to Section 22622 of the Streets and Highways Code.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of July, 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

RESOLUTION NO. 14-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
FOR THE INTENTION TO ORDER IMPROVEMENTS YUBA CITY LANDSCAPE
MAINTENANCE DISTRICT NO. 1 (Stabler Lane/Garden Highway Area)**

(Pursuant to the Landscaping and Lighting Act of 1972)

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

WHEREAS, the City Council intends to levy and collect assessments within Yuba City Landscape Maintenance District No. 1. The area of land to be assessed is located in the City of Yuba City, Sutter County; and

WHEREAS, the proposed assessments for the improvements to be made in these assessment districts are for maintaining the landscaping within the subdivisions listed as follows:

Landscape Maintenance District No. 1

Zone of Benefit	Area and Affected Subdivisions	Proposed Assessment
A	North Stabler Lane affecting Greenwood Acres 1 and 4, Oak Tree Estates, Pheasant Pointe Subdivisions, Greenwood Estate Unit #7	\$56.72 per single family parcel
B	South Yuba City affecting Southland Village Unit 5, River Bend, Southwind, River Oaks, River Run, Walnut Glen, Southpoint, and River Pointe Subdivisions	\$29.50 per single family parcel
B_1	1288 Garden Highway	\$30.53

WHEREAS, in accordance with this Council's resolution directing the filing of annual reports, John Bliss with SCI Consulting Group, Engineer of Work, has filed with the City Clerk the reports required by the Landscaping and Lighting Act of 1972. All interested persons are referred to the reports for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the assessment district, or may call SCI Consulting Group at (707) 430-4300; and

WHEREAS, on the 19th day of August, 2014, at the hour of 6:00 o'clock P.M., the City Council will conduct a public hearing on the question of the levy of the proposed annual

assessment. The hearing will be held at the meeting place of the City Council located at City Hall, 1201 Civic Center Boulevard, Yuba City, California; and

WHEREAS, the City Clerk is authorized and directed to give notice of hearing required by Government Code Section 6066.

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 15th day of July, 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

RESOLUTION NO. 14-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DIRECTING FILING OF THE ANNUAL REPORT FOR THE YUBA CITY LIGHTING AND
LANDSCAPE MAINTENANCE DISTRICT NO. 2, 3, 4 & 5 (Town Center and 69 subdivisions
throughout Yuba City), AND YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NO. 6 (Commercial District)**

(Pursuant to the Landscaping and Lighting Act of 1972)

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

WHEREAS, John Bliss, the person designated by this Council as the Engineer of Work for the Yuba City Lighting and Landscape Maintenance Districts 2-6, is hereby directed to file an annual report in accordance with the provisions of the Landscaping and Lighting Act of 1972; and

WHEREAS, this resolution is adopted pursuant to Section 22622 of the Streets and Highways Code.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of July, 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

RESOLUTION NO. 14-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
FOR THE INTENTION TO ORDER IMPROVEMENTS YUBA CITY LIGHTING AND
LANDSCAPE MAINTENANCE DISTRICT NO. 2, 3, 4 & 5 (Town Center and 69 subdivisions
throughout Yuba City), AND YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT NO. 6 (Commercial District)**

(Pursuant to the Landscaping and Lighting Act of 1972)

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

WHEREAS, the City Council intends to levy and collect assessments within Yuba City Lighting and Landscape Maintenance Districts No. 2-6. The area of land to be assessed is located in the City of Yuba City, Sutter County; and

WHEREAS, the proposed assessments for the improvements to be made in these assessment districts are for maintaining the landscaping and lighting within the following Zones of Benefit:

Lighting and Landscape Maintenance District No. 2		
Zone of Benefit	Area and Affected Subdivisions	Proposed Assessment
A	Parcels in the Town Center area fronting on Plumas Blvd., B Street, C Street, Percy Avenue, and the north side of Franklin Avenue	\$540.16

Lighting and Landscape Maintenance District No. 3		
Zone of Benefit	Area and Affected Subdivisions	Proposed Assessment
A	Palisades Subdivision	\$96.59

Lighting and Landscape Maintenance District No. 4		
Zone of Benefit	Area and Affected Subdivisions	Proposed Assessment
A	Regency Park Estates Unit 1	\$106.11
B	Regency Park Estates Unit 2	\$105.88
C	Regency Park Estates Unit 3 and Butte Vista West Estates Units 1, 2, & 3	\$104.42
D	Butte Vista Estates Units 1 & 2, Stabler Park Estates Units 1 & 2, Tres Picos Estates, and Tres Picos West Estates	\$106.87

Lighting and Landscape Maintenance District No. 5		
Zone of Benefit	Area and Affected Subdivisions	Proposed Assessment
A	South Park Village	\$0
B	South Park Village, Rai Estates 1 & 2, Sutter Cottages, Garden Gate Estates, Phillips Estates, and Fletcher Place	\$34.29
C	Wheeler Estates, Graystone Manor, Hillcrest Courtyard, Onstott Estates, Almond Grove Estates Units 1, 2, & 3, Walnut Glen Estates East 1 & 2, Diamond Pointe, Siena Estates, Bay Drive Estates Unit 2, and Siena Estates West	\$61.63
D	Walton Station	\$64.52
E	Walton Station (w/out street trees)	\$45.00
F	Park Vista	\$32.61
G	Park Vista (w/out street trees)	\$25.00
H	Phalla Estates, Bay Drive Estates 1, Daytona Estates, Hetherington Place, and Hampton Court	\$20.00
I	Masera Ranch Subdivision 2 and Shankar Village	\$40.08
J	Sutter Buttes Estates Units 1 & 2, North/South Butte Village, Signature Estates Unit 1, Summerhill Estates, Sanborn Place South Estates, Westbrook, Rolling Rock Estates, Westside Estates, Karnegis Estates 2	\$45.98
K	Hunji Village Units 1 & 2, Franklin Road Estates, Temple Village, Bridge Street Village, Del Monte Ranch Units 2 & 3, Bridge Street Estates, River Valley Estates, Walnut Park 1 & 2, Canterbury Estates 1-4, North Canterbury Estates 1 & 2, Teal Hollow Unit 1, and Domain Estates	\$122.09
L	Richland Ranch	\$117.96

Lighting and Landscape Maintenance District No. 6		
Zone of Benefit	Area and Affected Subdivisions	Proposed Assessment
A_1	River Valley Commercial	\$272.79
A_2	Geweke Crossing	\$272.79
A_3	Harter Specific Plan	\$272.79
B_1	La Bella Vita Development	\$438.62
B_2	Cinemark Movie Theater	\$403.02
B_3	Walgreen's	\$277.25
B_4	Yuba College	\$1,463.23
B_5	Unity Estates	\$0
B_6	Medicine Shoppe Pharmacy	\$80.62
B_7	Plumas Family Apartments	\$80.62

WHEREAS, in accordance with this Council's resolution directing the filing of annual reports, John Bliss with SCI Consulting Group, Engineer of Work, has filed with the City Clerk the reports required by the Landscaping and Lighting Act of 1972. All interested persons are referred to the reports for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the assessment district, or may call SCI Consulting Group at (707) 430-4300; and

WHEREAS, on the 19th day of August, 2014, at the hour of 6:00 o'clock P.M., the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located at City Hall, 1201 Civic Center Boulevard, Yuba City, California; and

WHEREAS, the City Clerk is authorized and directed to give notice of hearing required by Government Code Section 6066.

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 15th day of July, 2014.

AYES:

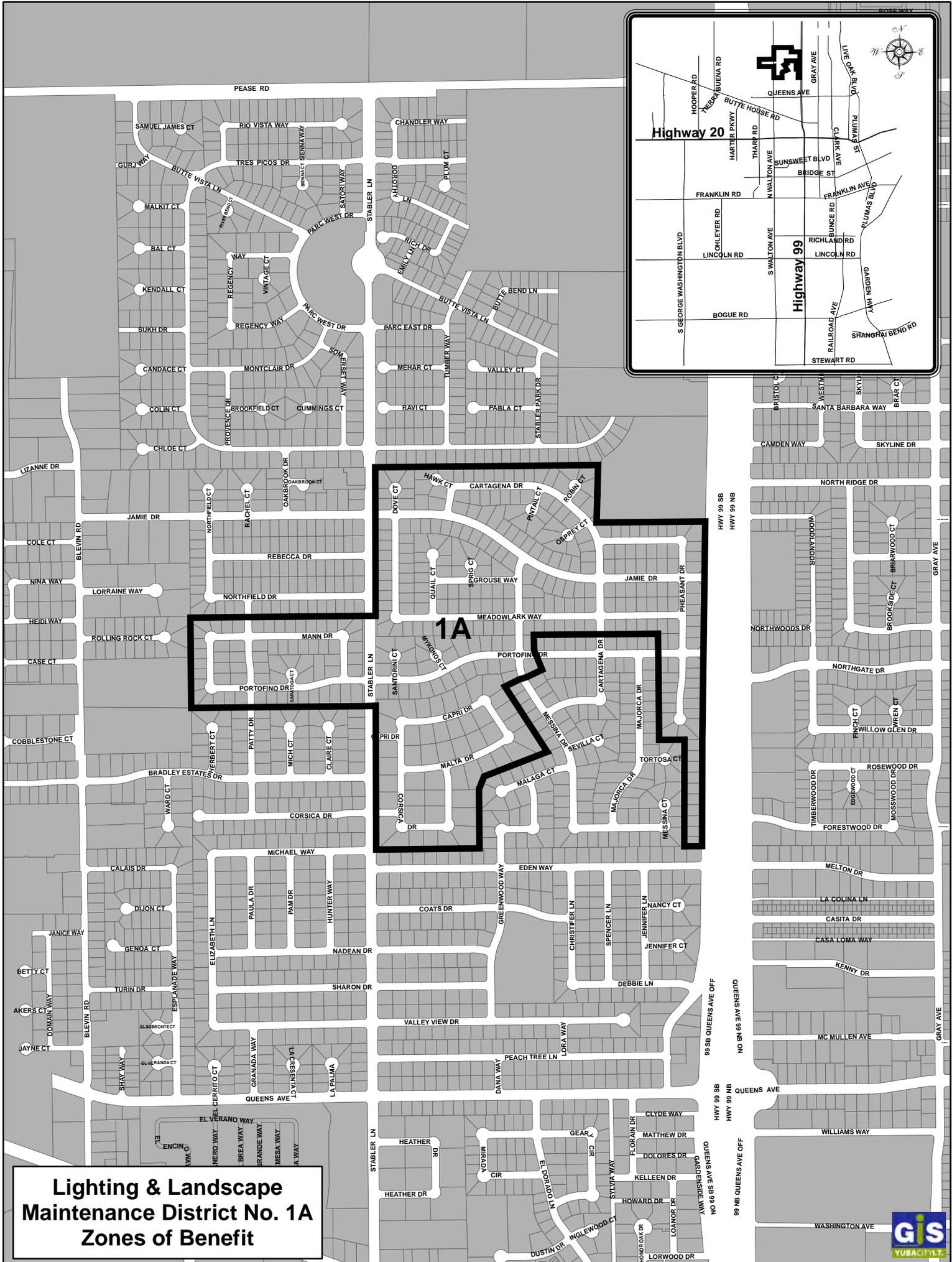
NOES:

ABSENT:

Kash Gill, Mayor

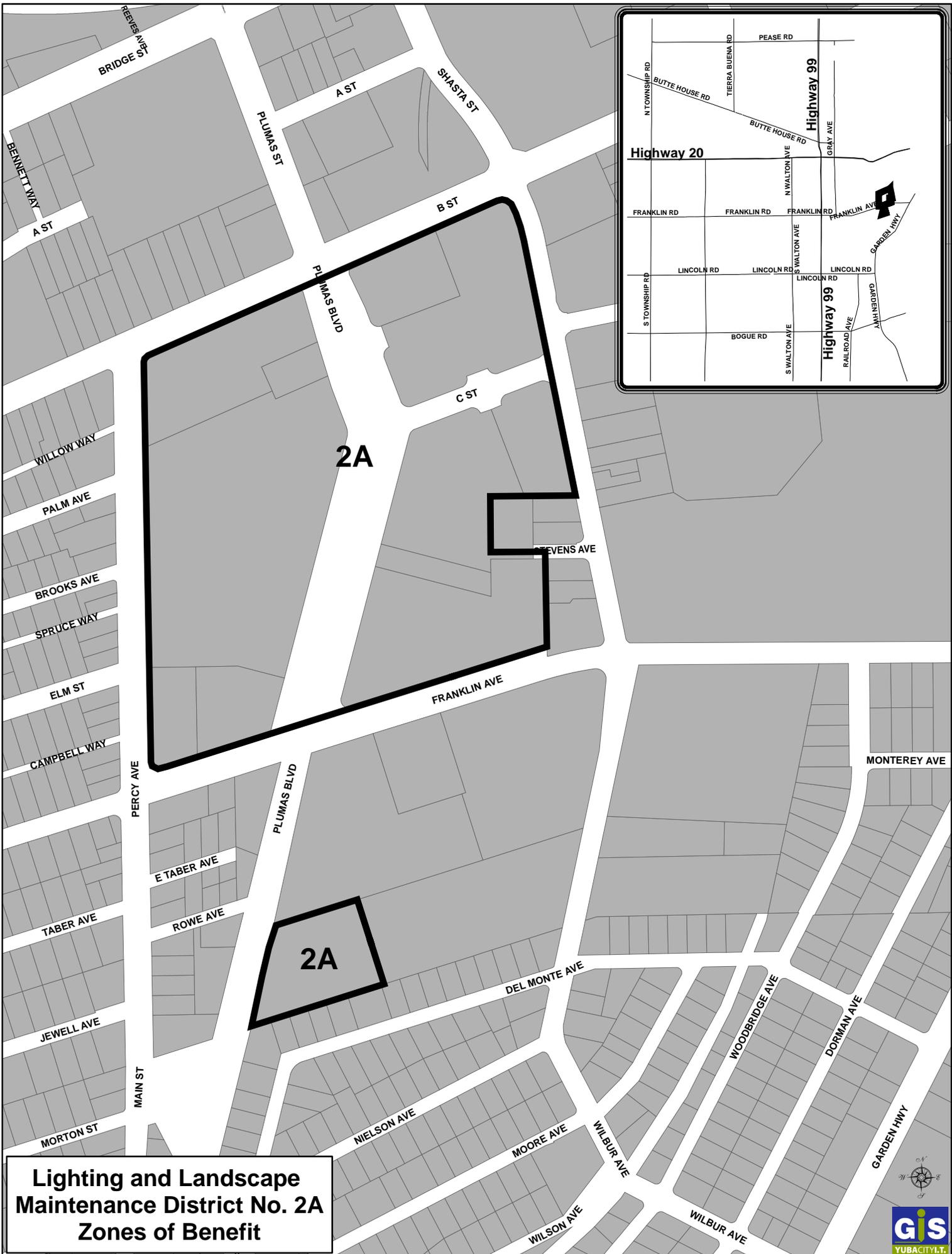
ATTEST:

Terrel Locke, City Clerk



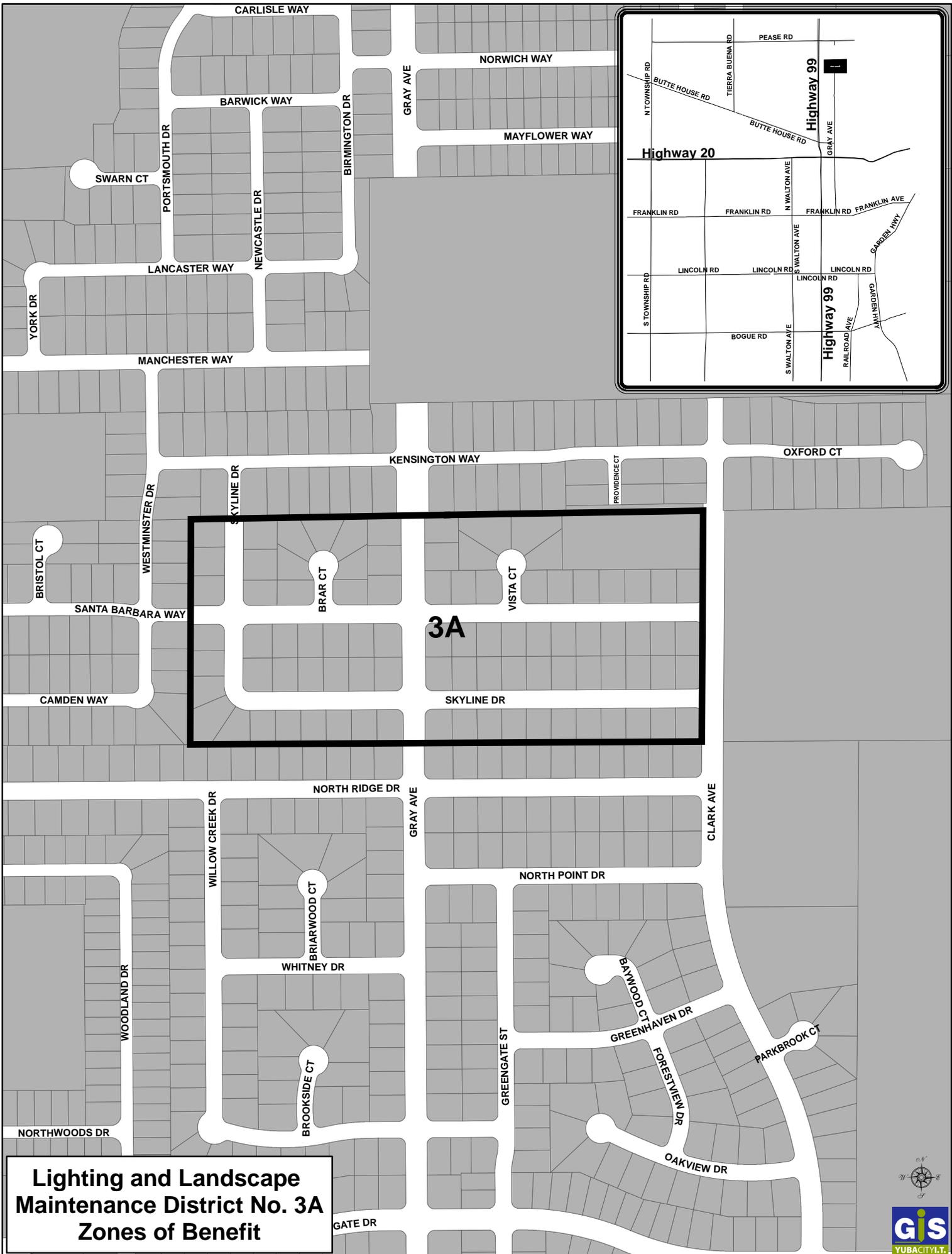
**Lighting & Landscape
Maintenance District No. 1A
Zones of Benefit**





**Lighting and Landscape
Maintenance District No. 2A
Zones of Benefit**

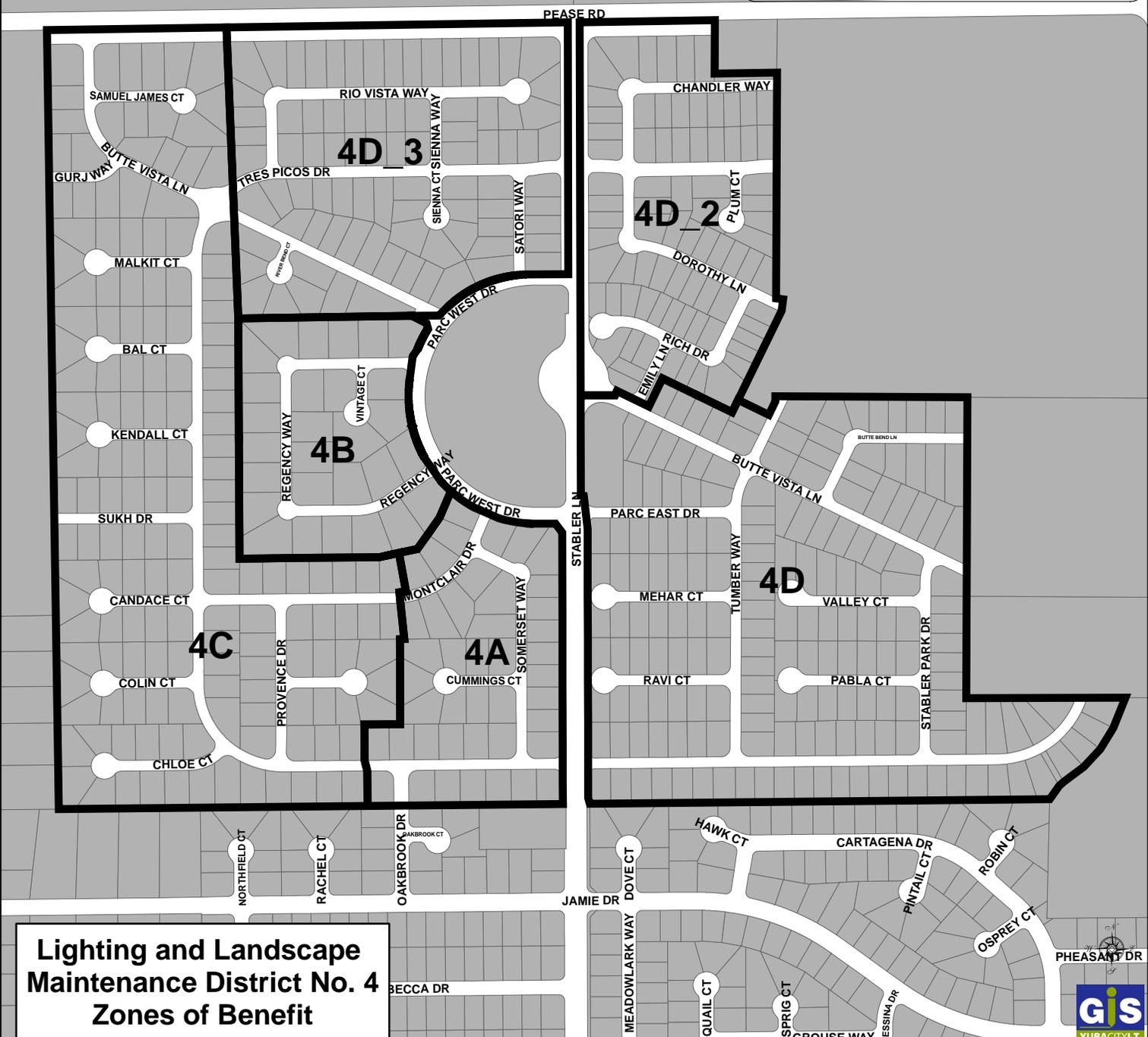
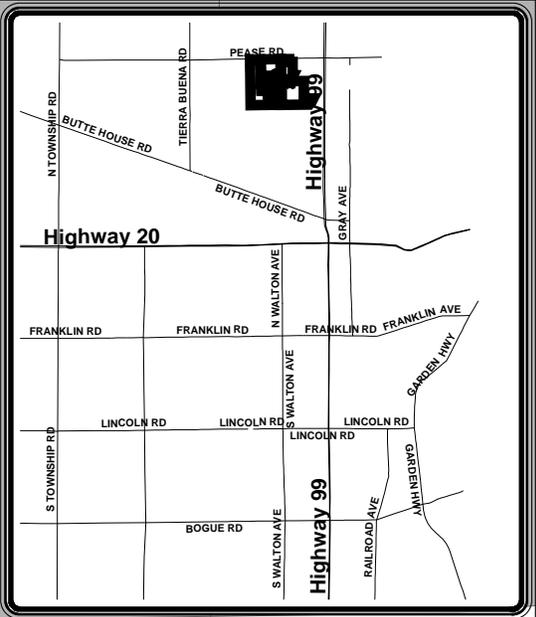




3A

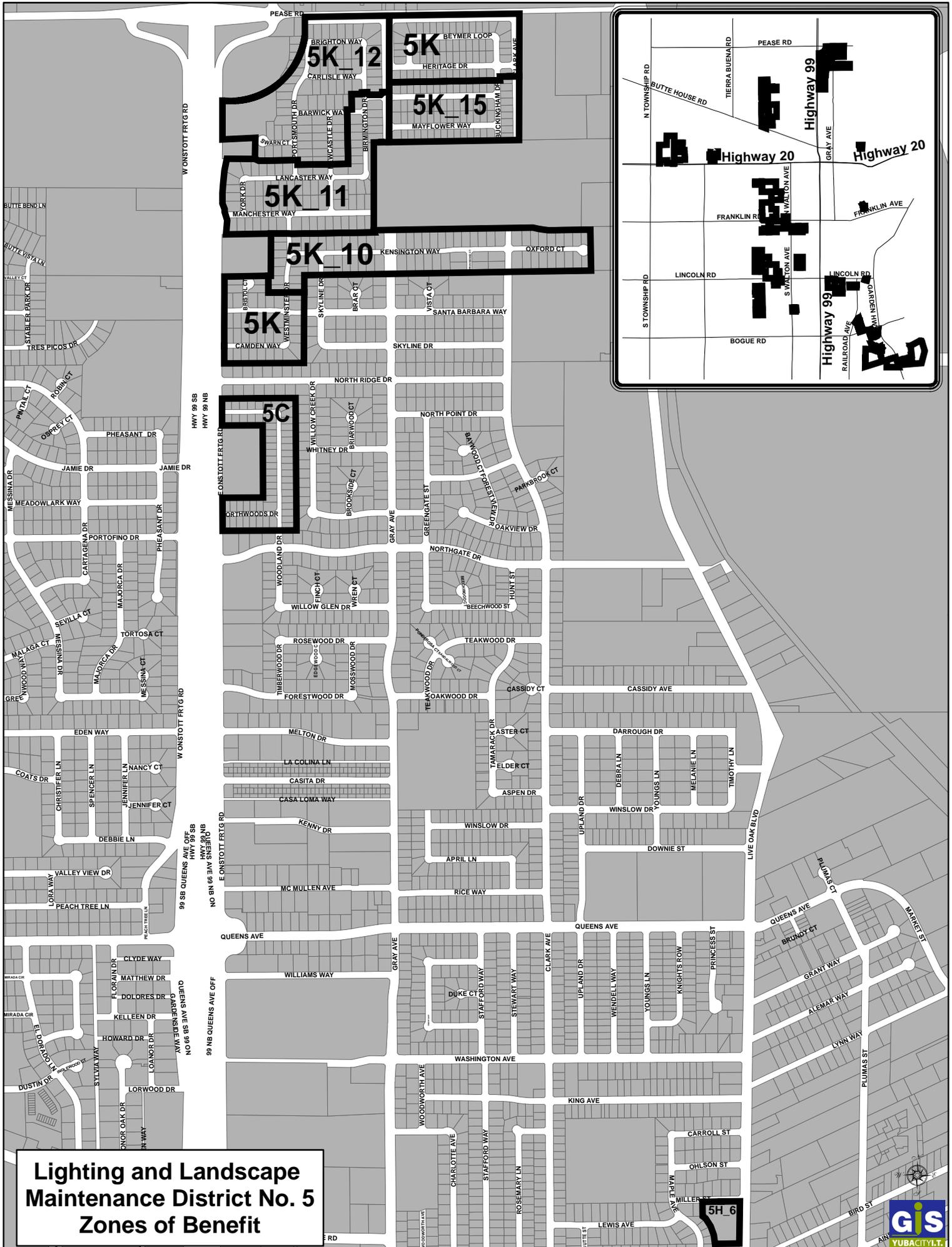
**Lighting and Landscape
Maintenance District No. 3A
Zones of Benefit**



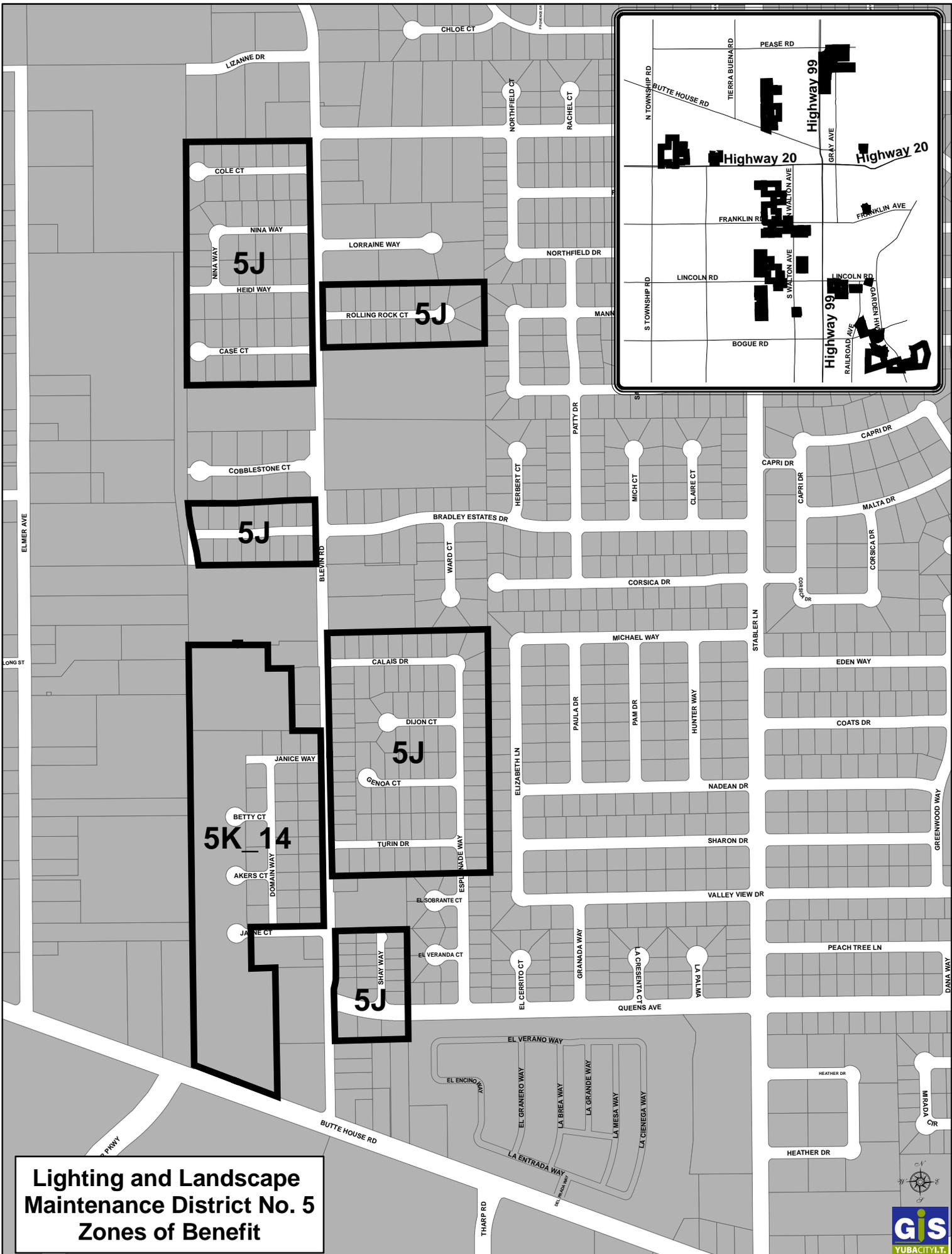


**Lighting and Landscape
Maintenance District No. 4
Zones of Benefit**



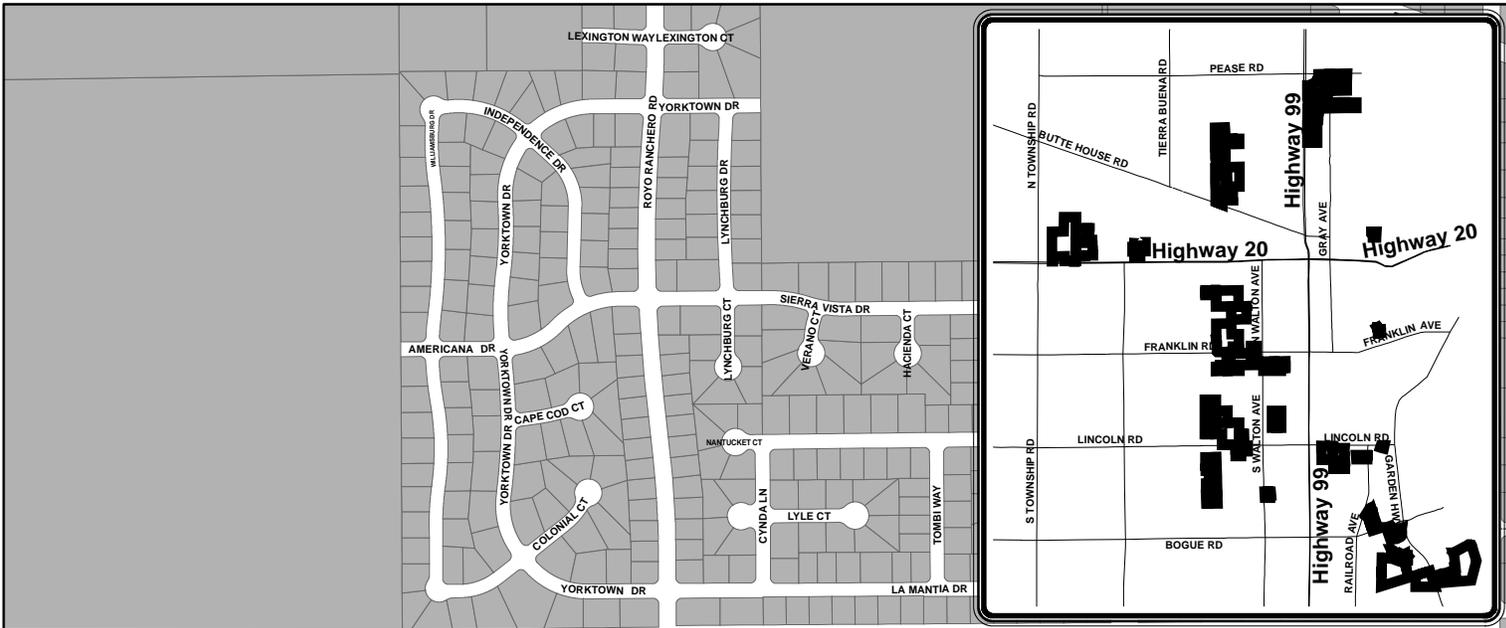


**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**



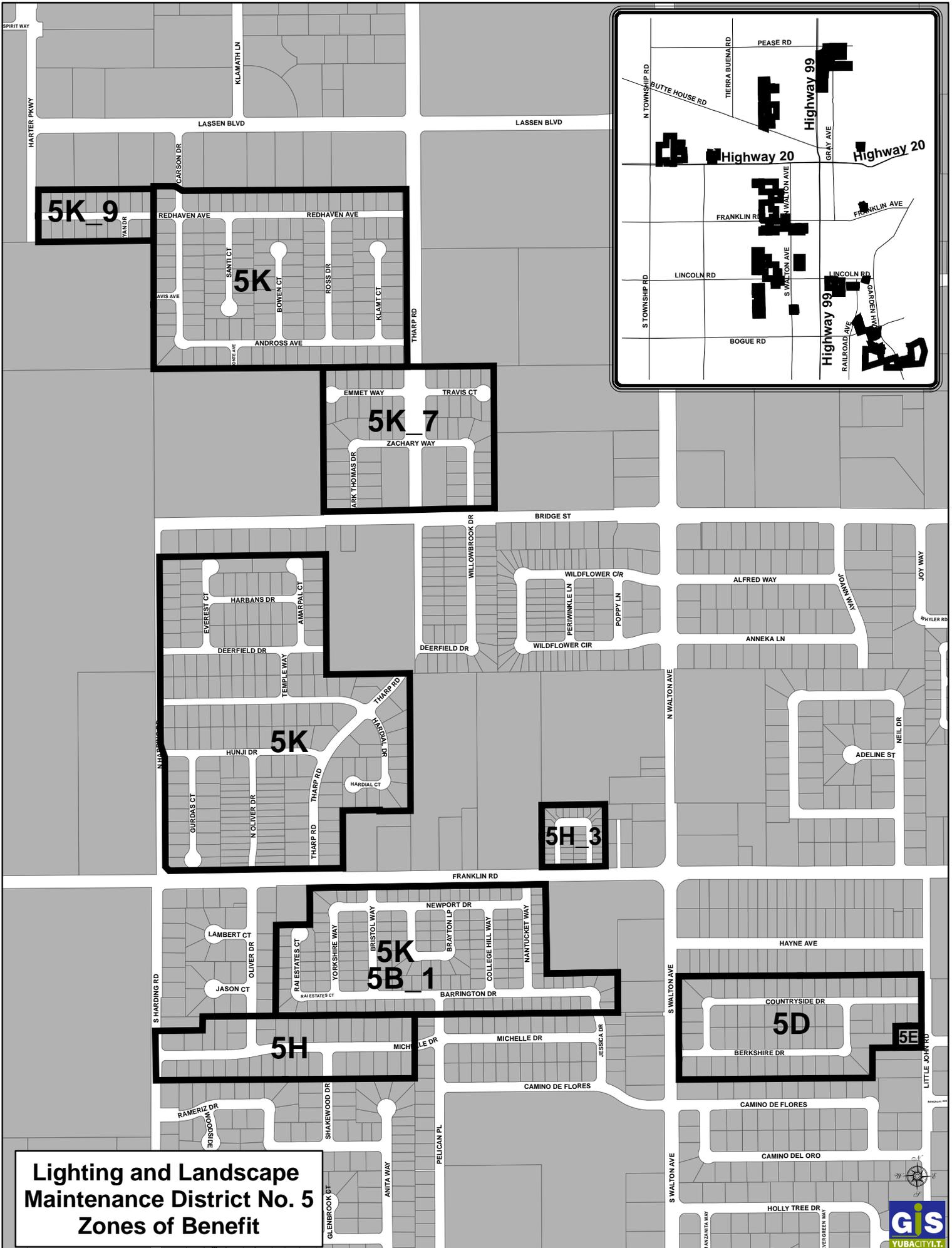
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





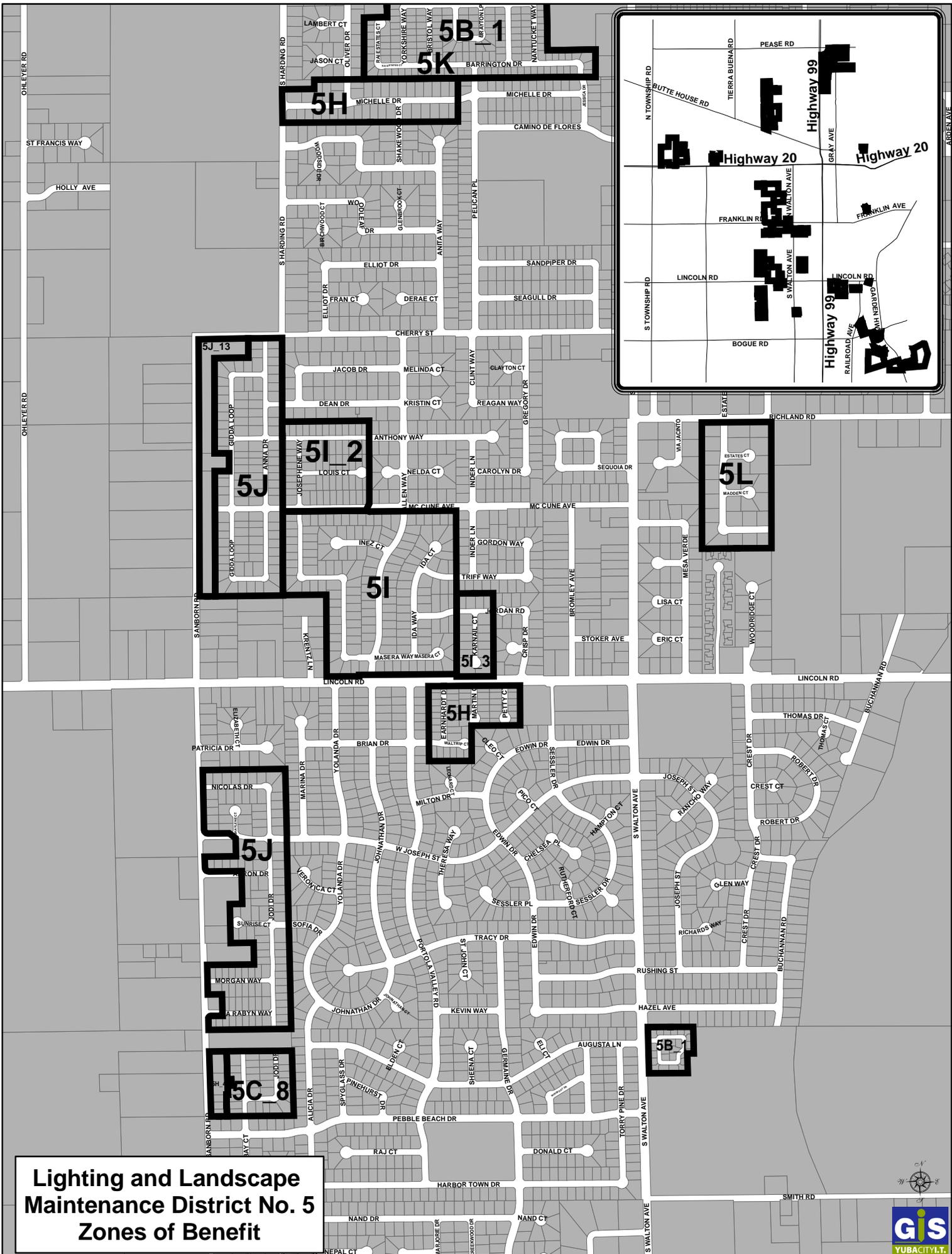
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





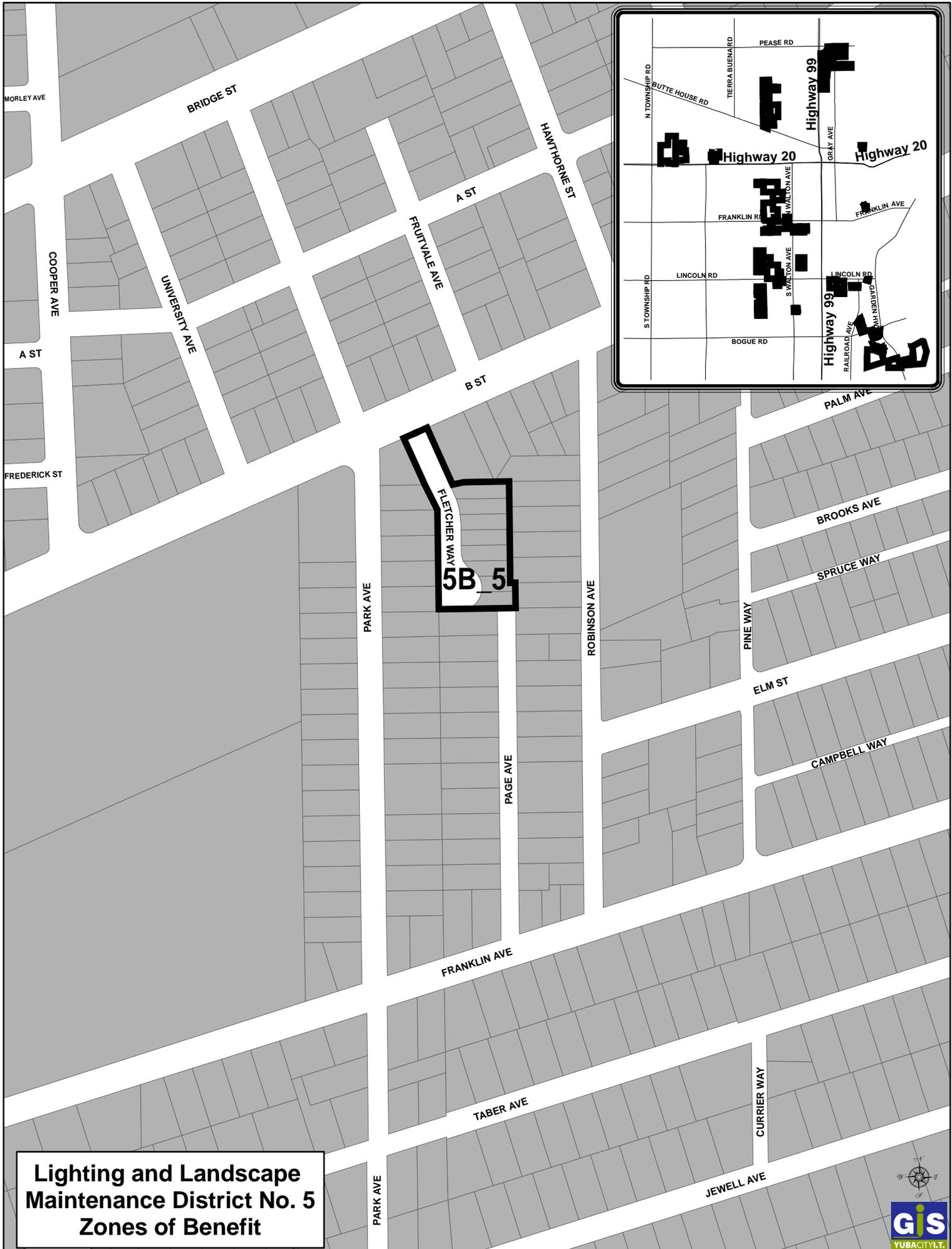
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





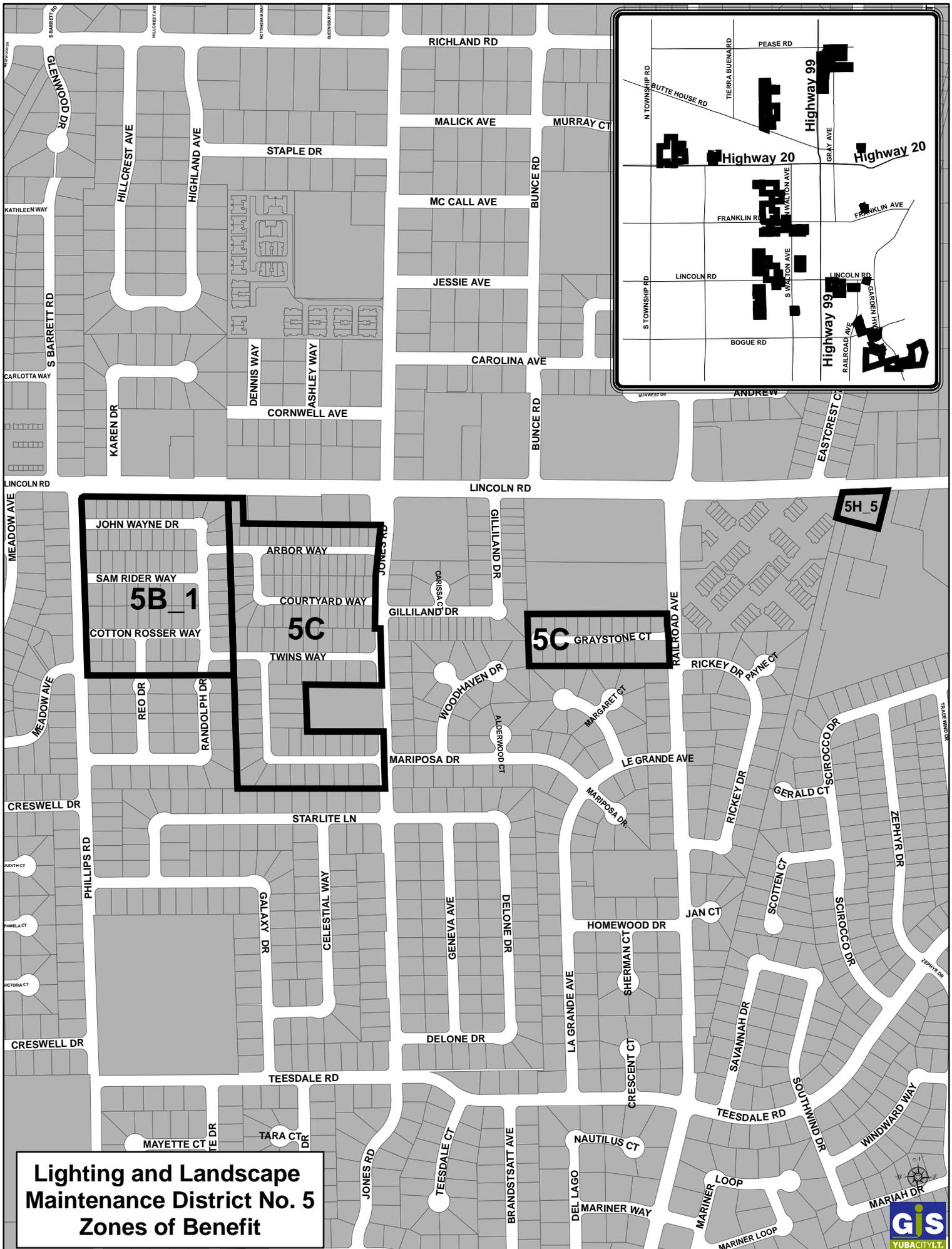
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





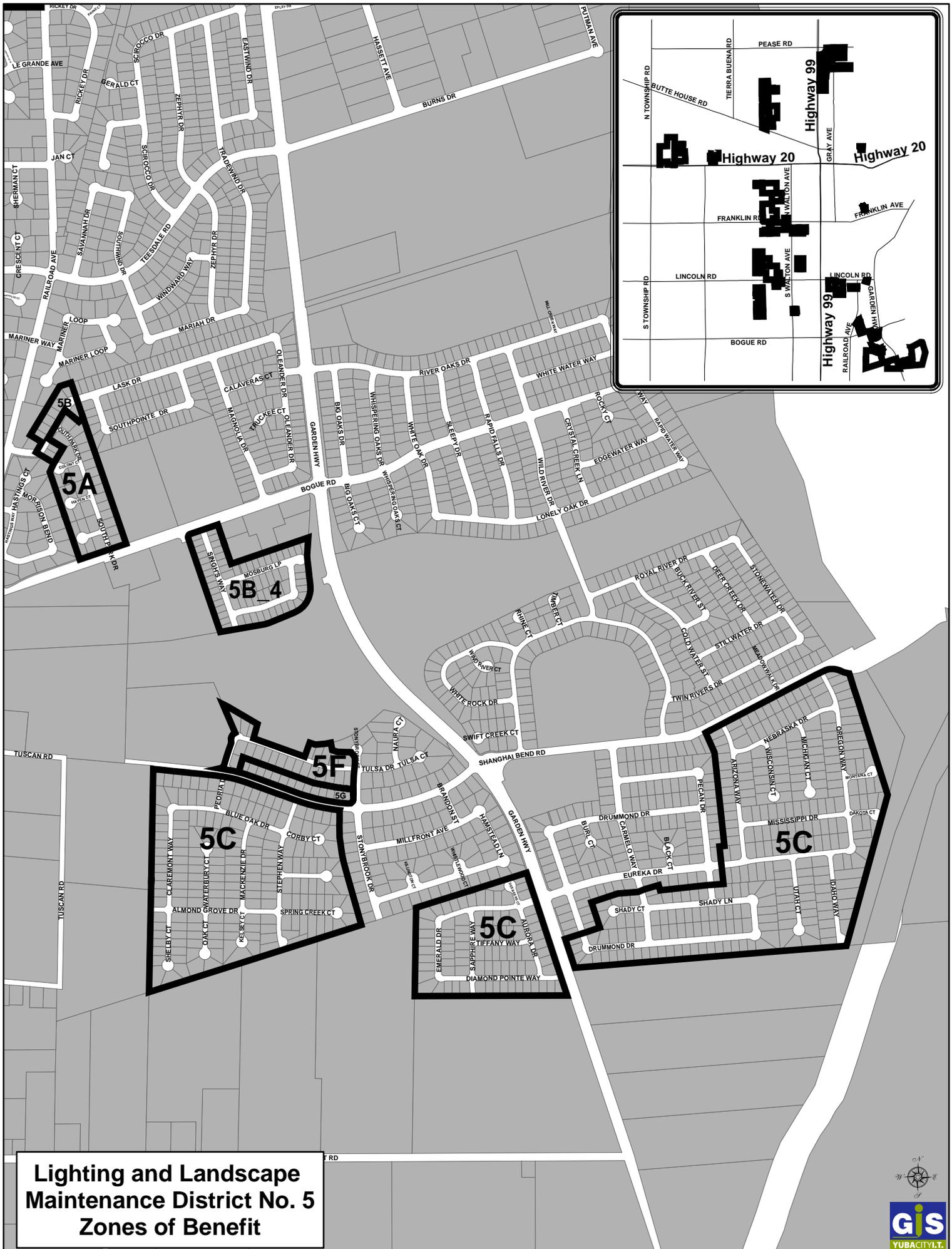
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





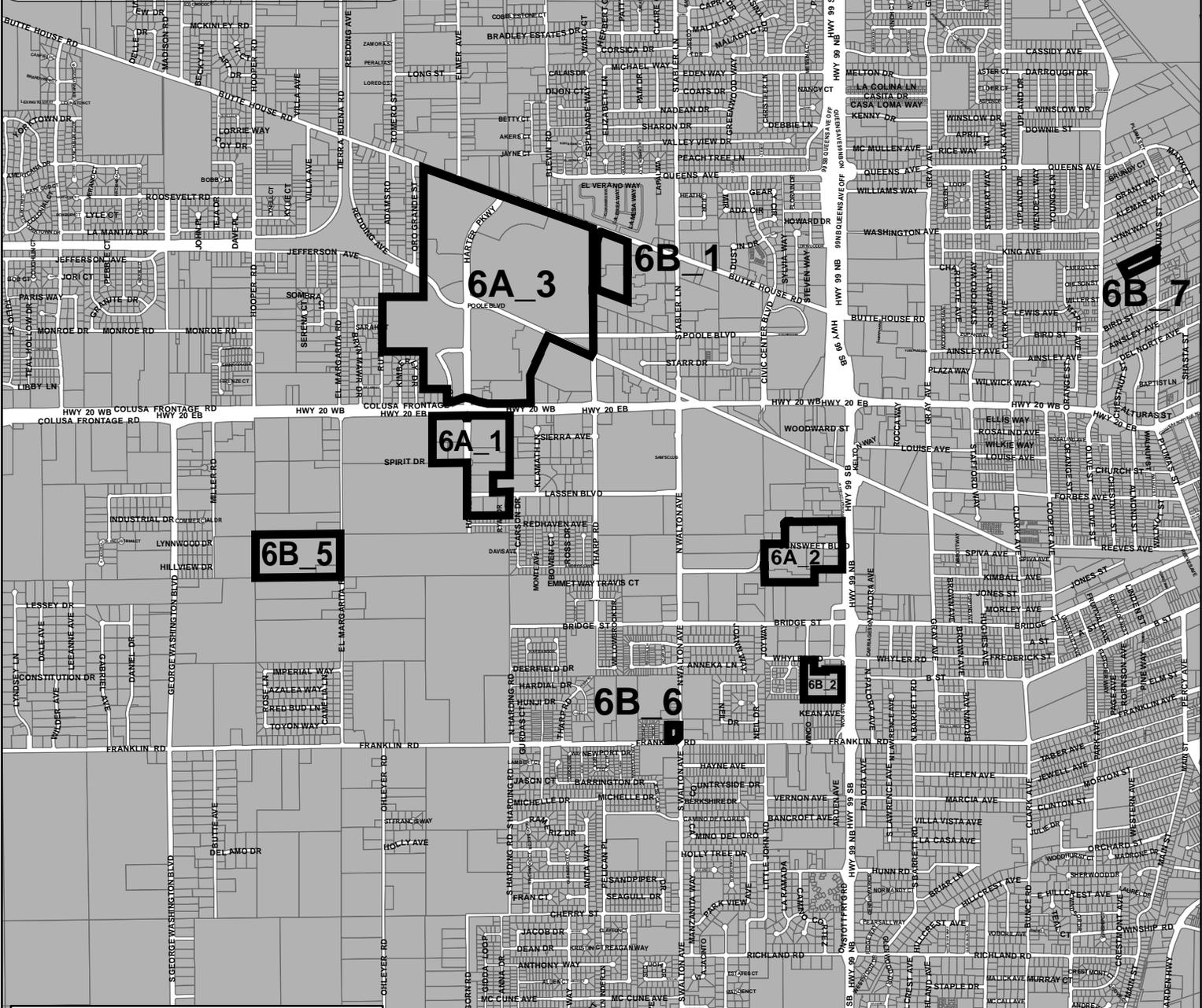
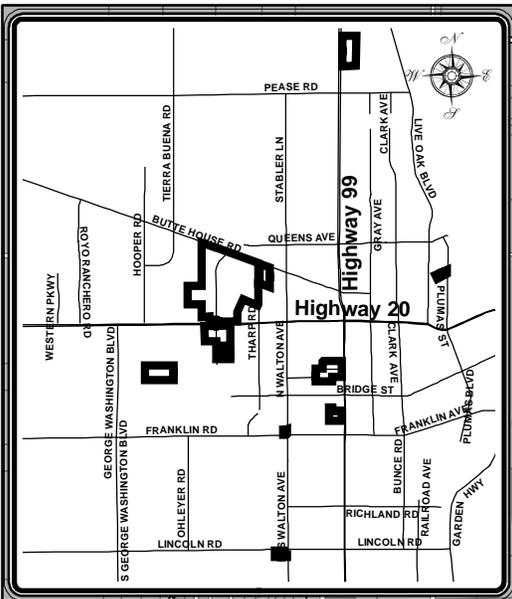
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





**Lighting & Landscape
Maintenance District No. 6
Zones of Benefit**



CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Yuba City Residential Street Light Maintenance Districts (Walton Area and Tierra Buena Area) Resolution of Intent

Recommendation: a. Adopt the following resolutions to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982:

- Resolution Directing Filing of Annual Report, Yuba City Residential Street Light Maintenance Districts
- Resolution of Intention to Order Improvements, Yuba City Residential Street Light Maintenance Districts

b. Set a public hearing for August 19, 2014, at 6:00 pm to establish assessments for FY 14/15.

Fiscal Impact: None.

Purpose:

To initiate proceedings for the continuation of the levy of Assessments for fiscal year 2014/15 within the Residential Street Light Maintenance Districts, pursuant to the provisions of the Benefit Assessment Act of 1982 and Article XIID of the California Constitution.

Background:

The City annually levies and collects special assessments in order to maintain and service streetlights in the Walton Avenue area and Tierra Buena area. The Districts were formed while the areas were in the County, and the City took over the administration of the Districts when they were annexed into the City.

Prior to 2009, the Districts were historically charged the maximum levy which allowed the reserves to build up. Since 2009, Council has approved reduced assessments with the goal of reducing the reserves to a level equal to six months of operating costs. In addition, Council directed staff to levy assessments in future years at levels in which reserves will be maintained at a constant level, and the revenues will cover the expenses with minimal increases from year to year.

Analysis:

The Engineer's Annual Reports have been prepared and are on file in the City Clerk's office. They describe each District, the improvements therein, the method of assessment, and the proposed assessment for each parcel. The Resolution directing the filing of the Annual Reports and the Resolution of Intention to order improvements are required by State law to continue the Residential Street Light Maintenance Districts. The action tonight sets a public hearing for the Council meeting to be held on August 19, 2014, to establish assessments for the coming year.

Fiscal Impact:

The proposed assessments for the Walton Area are slightly less than fiscal year 2013/14, and the proposed assessments for the Tierra Buena area are the same as fiscal year 2013/14. The proposed levy amounts for each District are shown in Exhibit A. The City is holding more than six months of reserve for both Districts as staff is working with PG&E to address some billing issues that may require some additional charges to the Districts in the future.

The projected revenue, expenditures, and cash balance for the Districts are as follows:

<u>District</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Projected Reserve Fund Balance as of 7/1/15</u>
Walton Area	\$77,268	\$70,675	\$55,374
Tierra Buena Area	\$46,709	\$49,575	\$68,041

Alternatives:

Modify the assessment amounts or cancel the Districts and find alternative funding sources to maintain the streetlights.

Recommendation:

a. Adopt the following resolutions to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982:

- Resolution Directing Filing of Annual Report, Yuba City Residential Street Light Maintenance Districts
- Resolution of Intention to Order Improvements, Yuba City Residential Street Light Maintenance Districts

b. Set a public hearing for August 19, 2014, at 6:00 pm to establish assessments for FY 14/15.

Prepared by:

Submitted by:

/s/ Diana Langley

Diana Langley
Public Works Director

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH

Other

EXHIBIT A

WALTON RESIDENTIAL STREET LIGHT DISTRICT

Affected Subdivision	Proposed Assessment (per single unit - \$)	Decrease From Previous Year (\$)	Maximum Levy Allowed (\$)
Bogue Ranch	34.78	(0.33)	37.00
Bogue Ranch II	55.84	(0.52)	59.40
Cypress	39.24	(0.37)	41.74
Hampton Estates I	42.85	(0.40)	45.58
Hampton Estates II	39.29	(0.37)	41.80
Kushlia Village	58.28	(0.55)	62.00
Lincoln Park 2	49.41	(0.46)	52.56
Lincoln Pointe	48.39	(0.46)	51.48
Lincoln Village 1	57.76	(0.54)	61.44
Lincoln Village 2	47.74	(0.44)	50.78
Meadowood 1	68.74	(0.64)	73.12
Meadowood 2	105.17	(0.99)	111.88
Orchard 2	59.15	(0.55)	62.92
Orchard 3	32.53	(0.30)	34.60
Ravenwood 1	50.82	(0.48)	54.06
Ravenwood 2	63.25	(0.59)	67.28
Ravenwood 3	37.98	(0.35)	40.40
Sanborn Estates	59.77	(0.56)	63.58
Sandpiper 1, 2, 3	43.54	(0.41)	46.32
Sun Valley 2	48.39	(0.46)	51.48
Sunrise Village	55.05	(0.51)	58.56
W Ranch Meadowood	63.04	(0.59)	67.06
Walton Park Estates	35.72	(0.34)	38.00
Walton Ranch	56.46	(0.53)	60.06
Woodside Village 2	63.51	(0.59)	67.56

TIERRA BUENA RESIDENTIAL STREET LIGHT DISTRICT

Affected Subdivision	Proposed Assessment (per single unit - \$)	Increase From Previous Year (\$)	Maximum Levy Allowed (\$)
Bryn Mawr Estates 3	53.07	0	61.22
Bryn Mawr Estates 4	56.79	0	65.52
Buena Vista #1	31.24	0	36.04
Buena Vista #2	72.73	0	83.90
Butte Rancho	58.41	0	67.38
Butte View Estates	77.23	0	89.10
Country Aire	67.37	0	77.72
Kira Estates	69.41	0	80.08
Loma Vista	71.39	0	82.36
Quail Pointe Estates	77.58	0	89.50
Ranchero #2 & #3	94.40	0	108.90
Ranchero #4 & #6	42.08	0	48.54
Ranchero Estates #1	55.87	0	64.46
Ranchero Estates #5	52.06	0	60.06
Rancho De Royo #2 Ph 1	109.60	0	126.44
Rancho De Royo #2 Ph 2	56.83	0	65.56
Skyview Place	70.99	0	81.90
Stonegate Village Unit 1	51.42	0	59.32
Stonegate Village Unit 2	44.99	0	51.90
Stonegate Village Unit 3	36.04	0	41.58
Suburban Acres	42.47	0	49.00
Tara Estates	44.09	0	50.86
Teja #4	62.17	0	71.72
Walnut Acres	45.35	0	52.32

RESOLUTION NO. 14-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DIRECTING FILING OF THE ANNUAL REPORT FOR THE YUBA CITY RESIDENTIAL
STREET LIGHT MAINTENANCE DISTRICTS**

(Pursuant to the Benefit Assessment Act of 1982)

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

WHEREAS, John Bliss, the person designated by this Council as the Engineer of Work for the Yuba City Residential Street Light Maintenance District, is hereby directed to file an annual report in accordance with the provisions of the Benefit Assessment Act of 1982; and

WHEREAS, this resolution is adopted pursuant to Section 54703 et seq., of the Government Code.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 15th day of July, 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

RESOLUTION NO. 14-__

**RESOLUTION OF INTENTION TO ORDER IMPROVEMENTS
YUBA CITY RESIDENTIAL STREET LIGHT MAINTENANCE DISTRICT (Walton Area)
AND RESIDENTIAL STREET LIGHT MAINTENANCE DISTRICT (Tierra Buena Area)**

(Pursuant to the Benefit Assessment Act of 1982)

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

WHEREAS, the City Council intends to levy and collect assessments within the Yuba City Residential Street Light Maintenance District (Walton Area) and Yuba City Residential Street Light Maintenance District (Tierra Buena Area) during fiscal year 2014-15. The area of land to be assessed is located in the City of Yuba City, Sutter County; and

WHEREAS, the proposed assessments for the improvements to be made in these assessment districts are for maintaining the street lights within the subdivisions listed as follows:

<u>Walton Area</u>	
<u>Affected Subdivision</u>	<u>Proposed Assessment (per single unit - \$)</u>
Bogue Ranch	34.78
Bogue Ranch II	55.84
Cypress	39.24
Hampton Estates I	42.85
Hampton Estates II	39.29
Kushlia Village	58.28
Lincoln Park 2	49.41
Lincoln Pointe	48.39
Lincoln Village 1	57.76
Lincoln Village 2	47.74
Meadowood 1	68.74
Meadowood 2	105.17
Orchard 2	59.15
Orchard 3	32.53
Ravenwood 1	50.82
Ravenwood 2	63.25
Ravenwood 3	37.98
Sanborn Estates	59.77
Sandpiper 1, 2, and 3	43.54
Sunrise Village	55.05

Sun Valley 2	48.39
Walton Park Estates	35.72
Walton Ranch	56.46
West Ranch and Meadowood 3	63.04
Woodside Village 2	63.51
<u>Tierra Buena Area</u>	
<u>Affected Subdivision</u>	<u>Proposed Assessment (per single unit - \$)</u>
Bryn Mawr Estates 3	53.07
Bryn Mawr Estates 4	56.79
Buena Vista 1	31.24
Buena Vista 2	72.73
Butte Rancho	58.41
Butte View Estates	77.23
County Aire	67.37
Kira Estates	69.41
Loma Vista	71.39
Quail Pointe Estates	77.58
Ranchero 2 & 3	94.40
Ranchero 4 & 6	42.08
Ranchero Estates 1	55.87
Ranchero Estates 5	52.06
Rancho De Royo 2 Ph 1	109.60
Rancho De Royo 2 Ph 2	56.83
Skyview Place	70.99
Stonegate Village 1	51.42
Stonegate Village 2	44.99
Stonegate Village 3	36.04
Suburban Acres	42.47
Tara Estates	44.09
Teja 4	62.17
Walnut Acres	45.35

WHEREAS, in accordance with this Council's resolution directing the filing of annual reports, John Bliss with SCI Consulting Group, Engineer of Work, has filed with the City Clerk the reports required by the Benefit Assessment Act of 1982. All interested persons are referred to the reports for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the assessment district, or may call SCI Consulting Group at (707) 430-4300; and

WHEREAS, on the 19th day of August, 2014, at the hour of 6:00 o'clock P.M., the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located at City Hall, 1201 Civic Center Boulevard, Yuba City, California; and

WHEREAS, the City Clerk is authorized and directed to give notice of hearing required by Government Code Section 6066.

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 15th day of July, 2014.

AYES:

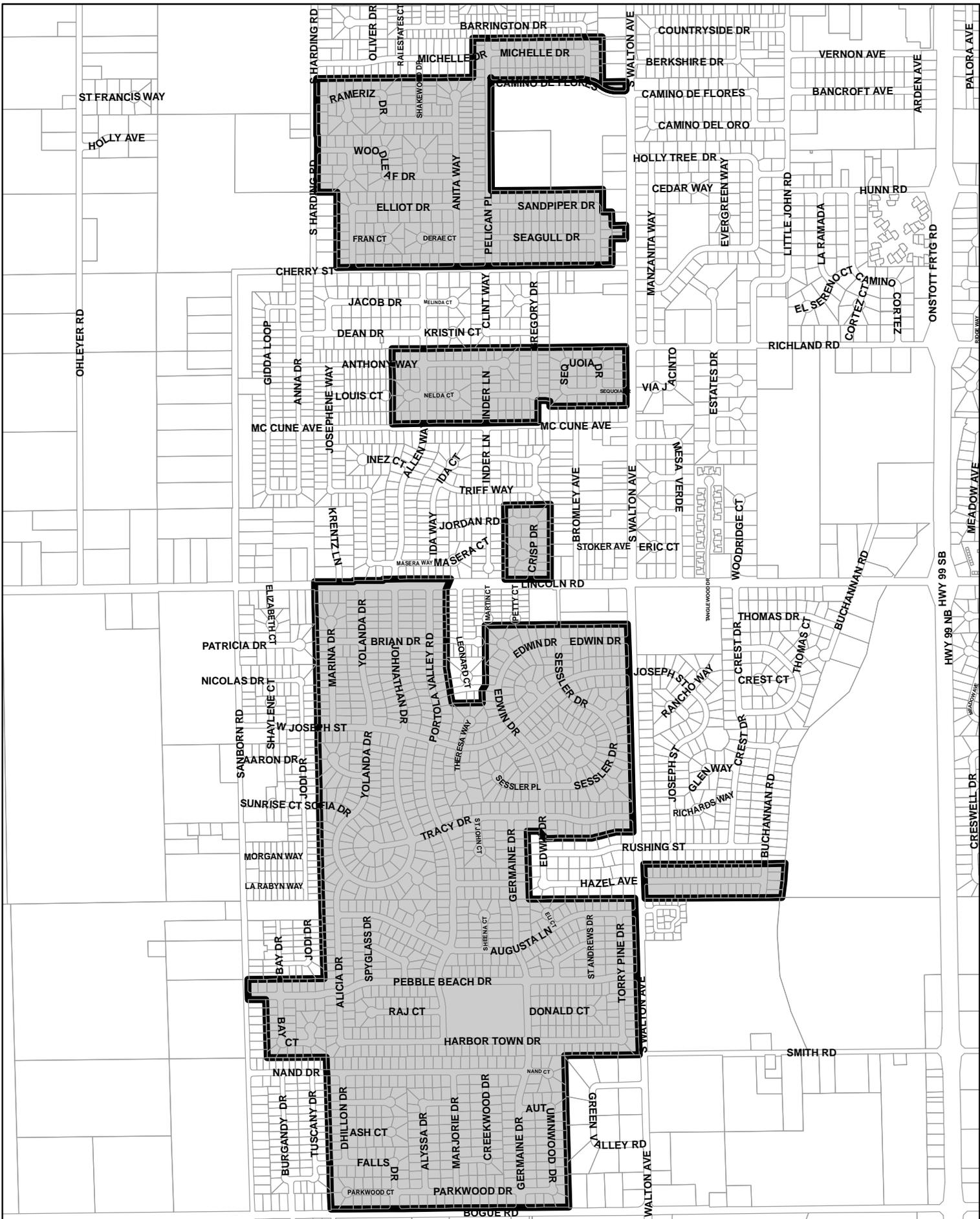
NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk



**Yuba City Residential Street Light Maintenance District
Walton Area**



SB

CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014

To: Honorable Mayor & Members of the City Council

From: Community Development Department

Presentation By: Aaron M. Busch, Community Development Director

Summary

Subject: Lease Agreement extension between the City of Yuba City and Robert Lansdon for the continued use of the Lansdon property for a municipal parking lot in the downtown Plumas Street area.

Recommendation: Authorize the City Manager to sign a Lease Agreement Extension for the continued use of the subject property as a municipal parking lot.

Fiscal Impact: In exchange for the lease of the subject property for the use as a municipal parking lot, the City pays the annual property taxes which are \$20.72 per year.

Purpose:

Approve a Lease Agreement Extension to allow the continued use of the subject property as a municipal parking lot for the Downtown Plumas Street area.

Background:

In July 1984, the City entered into a Lease Agreement with Robert and Eileen Lansdon for the use of their property located near the downtown Plumas Street area as a municipal parking lot. The subject property is identified as APN 52-225-024 and is located adjacent to the City's existing parking lot between Walnut and Plumas Streets, near Center Street. As shown in the originally approved Lease Agreement, the terms of the Agreement were for thirty (30) years so it is due to expire on August 1, 2014. Recently the City was contacted by Mr. Lansdon who is interested in extending the terms of the Agreement for another thirty (30) years with the same compensation provisions. A copy of the originally approved Lease Agreement is included in Attachment 1 which also includes a site map of the subject property. Attachment 2 is an aerial photo of the subject property.

Analysis:

The subject property is an important component of the municipal parking provided for the downtown area. Securing its continued use as a parking lot for another thirty (30) years is

important for the on-going success of the businesses along Plumas Street. Given that the property owner does not wish to modify any other terms of the Agreement, staff strongly supports the approval of the thirty (30) year extension.

Fiscal Impact:

In exchange for the lease of the subject property for the use as a municipal parking lot, the City pays the annual property taxes which are \$20.72 per year. These funds come from account number 1905-62724.

Recommendation:

Authorize the City Manager to sign a Lease Agreement Extension for the continued use of the subject property as a municipal parking lot.

Prepared By:

Submitted By:

/s/ Aaron M. Busch

Aaron M. Busch
Community Development Director

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance

RB

City Attorney

TH

Attachments

1. Originally approved Lease Agreement
2. Aerial Photo

Exhibits

- A. Lease Agreement Extension

**EXTENSION OF LEASE AGREEMENT BETWEEN THE CITY OF YUBA CITY AND
ROBERT LANSDON AND GAIL DOTY**

This Agreement is made and entered into this _____ day of _____, 2014, by and between Mr. Robert C Lansdon and Gail Doty, hereinafter referred to as "Lessors," and the City of Yuba City, a Municipal Corporation, hereinafter referred to as "Lessee",

WHEREAS, the City Council entered into a Lease Agreement with Robert C. Lansdon and Eileen Lansdon in July 1984 (included as Attachment 1) for purposes of leasing the Lansdon property identified as APN 52-225-024 for use as a municipal parking lot; and,

WHEREAS, the terms of the prior Lease Agreement began on August 1, 1984 and expires August 1, 2014; and,

WHEREAS, the Lessor and the Lessee desire to extend the terms of the original Lease Agreement for another thirty (30) years, utilizing the same terms and conditions as used in the original Lease Agreement, attached herein as an exhibit to this extension; and,

Now, therefore, the parties agree:

Lessors hereby lease to Lessee the property identified as APN 52-225-024 for continued use as a municipal parking lot.

The terms of this lease shall be extended for a period of thirty (30) years from the prior expiration date of August 1, 2014 until August 1, 2044.

All other terms and conditions of the original Lease Agreement shall be incorporated as terms and conditions of this extension and are hereby included as Attachment 1.

Dated: _____, 2014

City of Yuba City

By: _____

Its: _____

Dated: _____, 2014

Robert C. Lansdon

By: _____

Its: _____

Dated: _____, 2014

Gail Doty

By: _____

Its: _____

LAW OFFICES
RICH, FUIDGE, MARSH & MORRIS, INC.

THOMAS MARSH
CHESTER MORRIS
JOHN SANBROOK
ROGER E. GROVE
ROLAND K. IVERSON, JR.
DAVID R. LANE
BRANT J. BORDSEN

1129 D STREET
P. O. DRAWER "A"
MARYSVILLE, CALIFORNIA 95901
TELEPHONE
(916) 742-7371

W. P. RICH (1980-1965)
RICHARD H. FUIDGE (1906-1976)

April 5, 1984

Mr. Bill Fuller
Administrative Assistant
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95991

Re: Proposed Agreement Between City of Yuba
City and Lansdon - Downtown Parking Project

Dear Bill:

In response to your letter of March 30, 1984, please
be advised as follows:

1. I have reviewed the changes that have been
proposed to the Agreement as originally drafted by this office,
and have no objection to any of the changes that are suggested,
save and except for one.

2. The problem that I have relates to the change
provided for on Page 5, paragraph 11 of the revised lease.
This is a matter of law. The City cannot agree as to whether
or not the lands, the subject of the lease, would or would not
be exempt from taxation. That is a question of law which is
to be determined by the Sutter County Assessor in accordance
with applicable sections of the Revenue & Taxation Code. I
would suggest that paragraph 11, therefore, be revised to read
as follows:

"During the period of this lease, the subject
lands shall be utilized by lessee as and for
a municipal parking facility, and to the extent
provided for by law, that that use of the leased
land would or would not subject said lands to
taxation will be determined according to the
law applicable thereto."

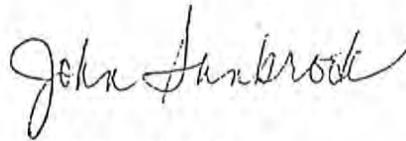
Those are my only comments, Bill. I have no quarrel
with any of the other changes that have been proposed by Mr.

Mr. Bill Fuller
City of Yuba City
April 5, 1984
Page two

Lansdon. If you want to take out the renewal clause, that is fine. If you want to take out the dollar-per-year, that is okay. I do think you want to make it clear, however, about the City agreeing to accept the storm drainage from the leased land into the public drainage system, even subsequent to the termination of the lease.

Paragraph 10 as revised on Page 5 is a little confusing in that regard.

Very truly yours,



JOHN SANBROOK

✓
JS:lao

Handwritten mark

LEASE AGREEMENT

THIS AGREEMENT made and entered into by and between ROBERT C. LANSDON and EILEEN LANSDON, husband and wife, hereinafter referred to as "Lessors," and the CITY OF YUBA CITY, a Municipal corporation, hereinafter referred to as "Lessee;"

W I T N E S S E T H:

WHEREAS, Lessors are the record owners of Lot 1 as shown on the Parkhurst Addition to Yuba City, recorded in Book 1 of Surveys at Page 23; and

WHEREAS, Lessors have previously filed with the CITY OF YUBA CITY a tentative map to divide Lot 1, as described above, into two (2) parcels to be known as Parcel 1 and Parcel 2; and

WHEREAS, the proposed tentative map and subsequent parcel map to effect a division of Lot 1 and the creation of Parcels 1 and 2, as contemplated by the parties, will be effective at the time of the proposed execution of this agreement of lease; and

WHEREAS, Lessee in conjunction with the downtown project desires to lease Parcel 1 of Lot 1, as reflected on the afore-described tentative map, in connection with its proposed establishment of a municipal parking lot on Lots 17 and 18 of the Parkhurst Addition, and desires to lease Parcel 1 for municipal parking lot purposes, all as shown on the proposed sketch map, attached hereto, marked "Exhibit A," and by this reference incorporated herein and made a part hereof; and

WHEREAS, Lessors desire to lease and set over to Lessee said Parcel 1 to be used for municipal parking lot purposes on the terms and conditions hereinafter set forth; and

WHEREAS, by the terms of this proposed lease agreement, Lessee will be leasing the westerly one hundred thirty-three (133) feet of Lot 1 as shown on that certain map entitled "Parkhurst Addition to Yuba City," the precise dimensions of which are as shown on the attached sketch map to which reference has heretofore been made.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Lessors hereby lease, demise, and set over to Lessee the westerly 133 feet of Lot 1 as shown on that certain map entitled, "Parkhurst Addition to Yuba City," and alternatively described as Parcel 1 of that certain parcel map recorded in Parcel Map Book 4 at Page 60.

2. The lands the subject of this lease shall be the westerly 133 feet of Lot 1 as shown on that certain map entitled, "Parkhurst Addition to Yuba City," and shall embrace a width of fifty (50) feet, all as shown on the sketch map attached hereto, marked "Exhibit A," which by this reference is incorporated herein and made a part hereof; the land to be leased being shaded.

3. Lessee hereby accepts from Lessors and leases the afore-described lands from Lessors on the terms and conditions herein set forth.

4. The term of this lease shall be for a period of thirty (30) years commencing on the 1st day of August, 1984, and terminating on the 1st day of August, 2014.

5. The property herein leased by Lessors to Lessee shall be utilized for municipal parking lot purposes and shall be developed

by Lessee as and for a municipal parking lot in conjunction with Lessee's proposed development of Lots 17 and 18 lying immediately to the west thereof and east of Walnut Street.

6. Lessee agrees to develop the property herein leased as and for a municipal parking lot within a reasonable period of time following the commencement of this lease and in conjunction therewith shall make certain improvements to the property herein leased which shall consist of the construction of drainage facilities, surfacing and paving of the leased lands as and for a parking spaces therein and associated landscaping thereof.

7. Lessor expressly retains the right under this lease to utilize the most easterly five (5) feet of the westerly one hundred thirty-three (133) feet of Lot 1 as shown on the map of the Parkhurst Addition as and for the storage of trash cans, dumpsters, and related facilities, in conjunction with its ownership and operation through tenants and lessees of Parcel 2 as shown on the parcel map to which reference has heretofore been made or alternatively described as the most easterly seventy-seven (77) feet of Lot 1 of the Parkhurst Addition. It is understood and agreed that the easterly five (5) feet of the westerly one hundred thirty-three (133) feet of Lot 1 of the Parkhurst Addition shall be covered by this lease, but that Lessor retains the right to make a limited use thereof for the purposes herein specified. In that connection, it is understood and agreed by and between the parties hereto that Parcel 2, as shown on the parcel map dividing Lot 1 of the Parkhurst Addition, fronts on Plumas Street and is improved with commercial buildings which are the subject of existing leases and are, in fact, being operated for commercial purposes; that in that connection Lessor and its tenants

retain the right to make use of the leased premises to be developed by Lessee as a municipal parking lot as a means of access over said premises to the rear of Parcel 2 for purposes of loading and/or unloading deliveries and/or supplies to said commercial business occupying and leasing Parcel 2. The parties understand and agree that notwithstanding Lessee's lease and development of Parcel 1 as and for a municipal parking lot, access through said parcel shall be permitted by Lessor and/or its tenants and others servicing said property for the purposes herein stated to the rear of Parcel 2 in order to encourage deliveries to the rear of parcels fronting on Plumas Street.

8. City agrees with Lessor that it shall indemnify and hold Lessor free and harmless in connection with the use of said leased lands and agrees that in connection with any claims, either for personal injury, property damage, or death, arising out of or in any way connected with the use of said leased lands that it will so indemnify Lessor from any such claims. Notwithstanding the foregoing, however, it is understood and agreed that to the extent Lessor utilizes the easterly five (5) feet of the westerly one hundred thirty-three (133) feet of Lot 1 and to the extent that any claims arise in connection with Lessor's use of the demised premises, whether by reason of vehicular, loading or unloading of vehicles, or other related vehicular use whether by Lessor or through agents, employees and/or independent contractors of Lessor, or through others for the benefit of Lessor, City does not agree to hold harmless and/or indemnify Lessor from such claims. Lessor shall be responsible to the extent that the law so provides for any such claims arising out of its own use of that portion of said leased lands for vehicular and related purposes as specified above.

9. It is further understood and agreed that to the extent Lessors utilize that portion of the demised premises for vehicular access as herein provided for by the grant thereof, it shall be responsible for its own use of said access and that no agreement of indemnification or hold harmless clause in favor of either party shall extend to the use of that land and each party shall remain responsible to the extent that any responsibility exists under law. Nothing by this agreement shall impose any such responsibility, obligation or duty, but the sole purpose thereof is to make clear that no such indemnification exists in favor of either party.

10. At the termination of the lease, leased lands and all improvements made to subject lands as part of municipal parking lot use shall revert back to Lessors in as is condition. Lessee agrees to continue to accept the storm drainage from this parcel into its public drainage system after the termination of this subject lease.

11. Lessee shall pay to Lessors an annual lease payment equal to the annual property tax for Lot 1, as shown on that certain map entitled, "Parkhurst Addition to Yuba City," for each and every year during the 30-year term of this lease. Lessee shall pay annual lease payment to Lessors on or before the 1st day of November of each year during the 30-year term of the lease.

12. The term of the herein lease shall be fixed and shall bind Lessors, its heirs, successors, and assigns. By the terms of this agreement, Lessors lease and/or dedicate said lands for municipal parking lot purposes for the term of this lease and by this agreement contractually commit and covenant with Lessee that said lands may be utilized for parking lot purposes during the term of this lease and

that no termination thereof shall be permitted and that said lands are committed for said municipal purposes during the term hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year above written.

CITY OF YUBA CITY, a municipal corporation

Robert C. Lunsford
"Lessor"

Eileen Lunsford
"Lessor"

By Joseph Staser
"Lessee"

1"=50'



Forbes Ave.

1/4 sec. 15 and 22 of Colusa Ave and Clark Ave.

40'

50'

Clark St.

1-185-23 WELLS FARGO BANK

1-185-07 ROSE

1-185-19 DOWNTOWN J.Y.C. MERCHANTS

1-185-08 HOEHN

DOPHA

MC JUEIL

DIETZEL

Scott St.

St.

PLUMAS

ST.

ST.

Cell-Tec

LOCATION MAP
2nd EDITION



GENERAL NOTES:

1. OWNER / SUBDIVIDER : ROBERT C. LAUSDO and EILEEN LAUSDOU - 747 PLUMAS ST. #291
2. ENGINEER : JERRY B. ORR, CITY ENGINEER, CITY OF YUBA CITY, 1201 CIVIC CENTER BLVD. YC.
3. IMPROVEMENTS PROPOSED : PARKING LOT and LANDSCAPING
4. PROPOSED DRAINAGE : CITY OF YUBA CITY
5. SEWERAGE : CITY OF YUBA CITY
6. WATER SUPPLY : CITY OF YUBA CITY
7. STREET DEDICATION : NONE
8. PUBLIC AREAS PROPOSED : PARKING LOT
9. STREET LIGHTING : IN PARKING AREA
10. SET BACK LINES : PER CITY STANDARDS
11. EXISTING USE OF PROPERTY : COMMERCIAL
12. PROPOSED USE OF PROPERTY : PUBLIC PARKING LOT and COMMERCIAL BUILDING
13. TREE PLANTING : PER CITY STANDARDS
14. FIRE PROTECTION : CITY OF YUBA CITY
15. OWNER and CITY ENGINEER TO RECEIVE ALL COMMUNICATIONS.

ASSESSORS PARCEL NO 1-185-09

TENTATIVE MAP No. 1851
FOR ROBERT C. LAUSDOU and EILEEN LAUSDOU

BEING A PORTION OF LOT 1 in BLOCK 'A' as shown on The Map Entitled "MAP OF PARKHURST ADDITION TO YUBA CITY, SUTTER COUNTY, CALIFORNIA" RECORDED IN BOOK 1 OF SURVEYS at PAGE 25.

City of Yuba City

 52-225-024

 Parcels



CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Downtown Area Collection System Rehabilitation and Replacement Project (Additional Funding Request)

Recommendation: a. Approve additional funds, in the amount of \$250,000, for the completion of Downtown Area Collection System Rehab/Replacement Project.
 b. Authorize Finance Director to transfer \$250,000 to Wastewater CIP Account No. 981112-65504 from unallocated Capital Improvement Program Wastewater reserve account.

Fiscal Impact: \$250,000 – Wastewater CIP Account No. 981112-65504 (Downtown Area Collection System Rehab/Replacement).

Purpose:

To fund unanticipated changes in the Downtown Area Collection System Rehabilitation and Replacement Project.

Background:

In July 2013, Council awarded the Downtown Area Collection System Rehab/Replacement Project to Ranger Pipelines of San Francisco, CA. The project area is shown in Exhibits A and B, and involves the construction of approximately 12,600 feet of sewer mains in the street to replace backyard mains, the removal and replacement of approximately 6,200 feet of sewer mains located within the street, rehabilitation of approximately 9,500 feet of sewer main, and replacement of approximately 473 sewer laterals from the new sewer mains to the homes.

Funding for the project is from a combination of low interest Clean Water State Revolving Fund (CWSRF) loan with principal forgiveness (Grant) and Wastewater Funds collected through rates from existing customers. The breakdown of funds is shown in Table 1.

Table 1: Breakdown of Funds

Project Total Cost	CWSRF Grant	CWSRF Loan	Wastewater Funds (Cash)
\$11.4 M	\$3.0 M	\$7.2 M	\$1.2 M
Total:	\$10.2 M		\$1.2 M

The Wastewater Funds (cash) budgeted for the project is to cover the costs associated with rerouting sewer laterals from the backyards to the new sewer mains in the streets as those costs are not covered by the CWSRF loan.

Analysis:

Due to unexpected conditions encountered during construction, such as the necessity to install cleanouts on many of the sewer laterals and discovery of additional laterals that needed to be connected, it became necessary to make changes to the project in order to be in compliance with the building code and design standards. These costs are not covered by the CWSRF loan, thus requiring an increase in the Wastewater Funds allocated to the project.

Fiscal Impact:

Staff is requesting authorization for the Finance Director to transfer \$250,000 from unallocated Capital Improvement Program Wastewater reserve account to Account No. 981112-65504 (Downtown Area Collection System Rehab/Replacement).

Alternatives:

There are no viable alternatives.

Recommendation:

- a. Approve additional funds, in the amount of \$250,000, for the completion of Downtown Area Collection System Rehab/Replacement Project.
- b. Authorize Finance Director to transfer \$250,000 to Wastewater CIP Account No. 981112-65504 from unallocated Wastewater reserve account.

Prepared by:

Submitted by:

/s/ Diana Langley for Mandeep

/s/ Steven C. Kroeger

Mandeep S. Chohan
Senior Engineer

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH

Other

CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor & Members of the City Council
From: Human Resources Department
Presentation By: Natalie Walter, Human Resources Director

Summary

Subject: Mid-Managers' Letter of Understanding (LOU).

Recommendation:

- a. Adopt a Resolution approving a two year Letter of Understanding with the Mid-Manager group
- b. Approve a supplemental appropriation of \$64,500 to the FY 2014/2015 adopted budget.
- c. Adopt a Resolution approving Confidential group contribution towards retirement benefits.

Fiscal Impact: An increase in cost of \$64,500 for FY 2014/2015 and \$128,500 for FY 2015/2016

Background:

The City's employment agreement with the Mid-Managers group expired on June 13, 2014. Negotiations with the Mid-Managers (and other employee groups) have been active over the past several months.

The previous agreement included a 10% furlough – a 5% percent furlough program began in Fiscal Year 2009/2010 and transitioned to a 10% furlough program in Fiscal Year 2011/2012. Mid-Managers participated in the furlough program and received no wage adjustments in exchange for forgoing layoffs and employee reductions through Fiscal Year 2013/2014.

While the State and local economy has improved, the City continues to face rising worker's compensation costs, increases in health care costs, and additional employee pension obligations due to restructuring of CalPERS policies. These multiple financial hits have continued the financial strain the City has been experiencing since Fiscal Year 2009/2010.

During the economic downturn, many cities moved toward having employees contribute to their pensions to assist with balancing City budgets. Yuba City was able avoid this approach by implementing a furlough program. As time has passed, it is now recognized that restoration of service levels is important and that it is time for Yuba City to consider the now common business practice of other cities of having employees contribute toward their pensions.

Analysis:

The Mid-Managers are the first bargaining unit to reach agreement with the City. The Mid-Managers have agreed to a two year Letter of Understanding that:

1. Transitions out their furlough program by providing for a reduction to a 5% furlough in FY 14/15 and elimination of the furlough in FY 15/16.
2. Transitions in employee contributions toward CalPERS retirement benefits by providing for a 4%/4.5% of salary contribution in FY14/15 and an additional 4%/4.5% of salary contribution in FY 15/16. (resulting in an 8% contribution for non-safety employees and a 9% contribution for safety employees)
3. Includes two (2) additional floating holidays.
4. Provides that Mid-Managers will continue to pay 20% of the total medical premium and the City will pay 80%.

These changes will apply to those employees who are classified as Confidential as well. Moreover, per CalPERS, to implement the payment towards their retirement benefits the affected Confidential employees are required to sign the Resolution agreeing to pay towards their retirement benefits.

As of the writing of this staff report the final form of the Letter of Understanding is being developed. The Resolutions along with the Letter of Understanding will be provided on July 15, 2014 at the Council meeting.

Fiscal Impact:

The proposed changes will result in a net increase in cost of \$64,500 for FY 2014/2015 and \$128,500 for FY 2015/2016 (breakdown of costs provided in Attachment 1).

Other year 2 costs include potential increases in the cost of health insurance and increases in CalPERS contributions per the City's actuarial report for FY 2015/2016.

The FY 2014/2015 budget adopted by the City Council on June 3, 2014 included the existing 10% furlough and the City paying 100% of the Mid-Manager's share of CalPERS contributions. To effect the proposed changes, a supplemental appropriation of \$64,500 is requested as part of City Council's approval of this Letter of Understanding.

Alternatives:

Do not approve Mid-Manager Letter of Understanding and provide staff direction.

Recommendation:

Adopt a Resolution approving a two year Letter of Understanding with the Mid-Manager group, and approve a supplemental appropriation of \$64,500 to the FY 2014/2015 adopted budget.

Prepared By:

Submitted By:

/s/ Natalie Walter

Natalie Walter
Human Resources Director

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Human Resources

NW

Finance

RB

City Attorney

TH

City of Yuba City
Impact of 2 Year Agreement

**Mid
Managers Confidential Total**

FY 14/15 - Year 1

Cost of 5% Furlough Restored	\$ 121,525	\$ 9,979	\$ 131,504
Savings from EEs Paying 4.0% or 4.5% of PERS	(62,033)	(5,125)	(67,158)
Year 1 Total Cost	\$ 59,492	\$ 4,854	\$ 64,346

FY 15/16 - Year 2

Cost of 5% Furlough Restored	\$ 121,525	\$ 9,979	\$ 131,504
Savings from EEs Paying 4.0% or 4.5% of PERS	(62,033)	(5,125)	(67,158)
Cost of 5% Furlough Restored	127,917	10,502	138,419
Savings from EEs Paying 4.0% or 4.5% of PERS	(68,711)	(5,583)	(74,294)
Year 2 Total Cumulative Cost	\$ 118,698	\$ 9,773	\$ 128,471

Grand Total Cost Impact-2 Year Total	\$ 178,190	\$ 14,627	\$ 192,817
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RESOLUTION NO. 14-

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF YUBA CITY APPROVING THE MID-MANAGER LETTER OF
UNDERSTANDING**

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

WHEREAS, City staff and the Mid-Managers have negotiated a two year Letter of Understanding;

WHEREAS, the City appreciates the efforts and energy the Mid-Managers have put forth to negotiate this Letter of Understanding;

WHEREAS, the Mid-Managers have agreed to pay towards the CalPERS employer share and receive two additional holidays in exchange for the elimination of the 10% furlough program over the two year contract period;

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

Approve the attached Mid-Manager Letter of Understanding.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

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 15th day of July 2014.

AYES:

NOES:

ABSENT:

ATTEST:

Kash Gill, Mayor

Terrel Locke, City Clerk

RESOLUTION NO. 14-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY APPROVING THE CONFIDENTIAL COST SHARING

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

WHEREAS, the City Council established with Resolution No. 14-029 the Confidential classifications and aligned the Confidential group's benefits and terms of employment with the Mid-Manager's Letter of Understanding;

WHEREAS, the Confidential group benefits and terms of employment shall continue to mirror the Mid-Manager's LOU, which is being amended to reflect cost-sharing of retirement contributions and phasing out of the City's furlough program for employees in that unit;

WHEREAS, City and a majority of the unrepresented Confidential group have acknowledged these cost-sharing changes in a letter agreement, specifically:

- Effective with the CalPERS contract amendment for 2014, all classic miscellaneous employees shall cost share 4% (or 3.5% for those employees at the 2% at 55 retirement formula) towards the employer contribution rate.
- Effective July 1, 2015 or as soon as CalPERS approves the contract amendment, whichever comes later, all classic miscellaneous employees shall cost share 8% (7% for employees at the 2% at 55 retirement formula) towards the employer contribution rate.
- New CalPERS members shall contribute towards their retirement benefits in accordance with PEPRA.
- For classic CalPERS members, the City shall pay 100% of the employee's contribution to PERS and continue to report 100% of the employer payment of member contributions to CalPERS as additional compensation for retirement purposes only.

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

Approve the cost sharing Resolution for the affected Confidential employees.

The Director of Finance is hereby authorized to make the necessary budget adjustments to implement the provisions of this resolution.

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 15th day of July 2014.

AYES:

NOES:

ABSENT:

ATTEST:

Kash Gill, Mayor

Terrel Locke, City Clerk

LETTER OF UNDERSTANDING

Between
The City of Yuba City
And
The Mid-Managers

July 15, 2014 through June 30, 2016

ARTICLE 1: SALARY

1.1 Future Salary Increases/Adjustments

There shall be no salary increases for the term of the agreement.

1.2 Bilingual Pay

The City pays a \$100 per month bilingual pay incentive for employees who are proficient in speaking a foreign language. The method of certifying proficiency and the determination of which languages will be covered under this program shall be determined by the City in consultation with the Mid-Management employees.

ARTICLE 2: PUBLIC EMPLOYEES' RETIREMENT SYSTEM

2.1 Retirement Terminology

Retirement benefits shall be provided to eligible employees in accordance with the appropriate, then existing, contract between the City and the California Public Employees' Retirement System (CalPERS).

The use of terms "classic member" and "new member" shall be as defined by CalPERS and the Public Employee Pension Reform Act of 2013 (PEPRA).

A new CalPERS member is defined as:

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

2.2 Classic Member Retirement Formula

A. Employees classified as classic member miscellaneous category:

- The 2.7% at 55 (8% member contribution) CalPERS formula shall be provided for classic member miscellaneous category employees hired on or before June 30, 2012. Effective July 1, 2012, 2% at 55 formula (7% member contribution) was provided for new classic member miscellaneous employees hired on or after July 1, 2012.

B. Employees classified as classic member safety category employees:

- The 3% at 50 CalPERS formula shall be provided for classic member safety category employees hired on or before June 30, 2012. Effective July 1, 2012, 3% at 55 formula was provided for new classic safety member employees hired on or after July 1, 2012.

- C. All other current retirement benefits including the optional benefit programs in the existing contract between the City and CalPERS for miscellaneous and safety members shall remain in effect to the extent permitted by law.

2.3 “New Member” Retirement Formulas Provided by Statute

- A. Employees classified as new member miscellaneous category employees:
- 2% at 62 retirement formula.
- B. Employees classified as new member safety category employees:
- 2.7% at 57 retirement formula.

2.4 CalPERS Contributions By Employees

- A. Employees classified as classic miscellaneous:
- Effective with the CalPERS contract amendment for 2014, all classic miscellaneous employees shall cost share 4% (or 3.5% for those classic members at the 2% at 55 retirement formula) towards the employer contribution rate. (Example: the intent is that if the City’s required employer contribution is 23%, the City would pay 19% and the employees would pay 4%.)
 - Effective July 1, 2015 or as soon as CalPERS approves the contract amendment, whichever occurs later, all classic miscellaneous employees shall cost share 8% (or 7% for those classic members at the 2% at 55 retirement formula) towards the employer contribution rate.
- B. Employees classified as classic safety category employees:
- Effective with the CalPERS contract amendment for 2014, all classic safety employees shall cost share 4.5% towards the employer contribution rate.
 - Effective July 1, 2015 or as soon as CalPERS approves the contract amendment, whichever occurs later, all classic safety employees shall cost share 9% towards the employer contribution rate.
- C. New CalPERS members shall contribute towards their retirement benefits in accordance with PEPRA.
- D. All applicable contributions identified in (A) thru (C) above shall be made through payroll deduction on a pre-tax basis.

2.5 City’s Paying and Reporting the Value of the Member Contribution (Classic Only)

The City shall pay 100% of the employee’s contribution to CalPERS and continue to report 100% of the employer payment of member contributions to CalPERS as additional compensation for retirement purposes only.

ARTICLE 3: FURLOUGHS

3.1 First Furlough Program

Effective in the first full pay period following the CalPERS contract amendment for cost sharing of 4% or 3.5% (miscellaneous, percentage dependent on retirement formula) or 4.5% (safety) of the employer contribution rate, the first furlough program (of every other Fridays off along with the extended work schedule utilized at City Hall) shall cease. Bargaining unit employees will return to a full time, 40-hour work week with their schedules assigned by their respective departments.

3.2 Second Furlough Program

- A. Effective in the first full pay period the CalPERS contract amendment for cost sharing of 8% or 7% (miscellaneous, percentage dependent on retirement formula) or 9% (safety) of the employer contribution rate, the second furlough program of banked furlough time shall cease.
- B. If the CalPERS full cost sharing amendment (8%/7% for Miscellaneous and 9% for Safety) is not in place by July 1, 2015, furlough bank time will accumulate per pay period in 4 hour increments while the employees continue to pay for their furlough bank time in 4 hour increments. The pay period that the CalPERS contract amendment is established, the furlough bank time will cease to accumulate and the employee will no longer need to record "payment" for the furlough bank time on their time card. All accumulated furlough bank time shall be utilized by the end of the Fiscal Year 15/16.

ARTICLE 4: FLOATING HOLIDAYS

Effective with the LOU approval, two (2) floating holidays per fiscal year shall be provided which must be used during the fiscal year. These two floating holidays have no cash value and may not be carried over to a subsequent fiscal year. If any employee in this unit 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 Rule 2.08 the Personnel Rules and Regulations.

ARTICLE 5: BENEFITS

5.1 Health Plans

- A. Employee Contributions:

Employee contributions are on a pre-tax basis.

- B. Health Care Premium Cost:

The split is 80%/20% between the City and the employee, with the City paying 80% of the total premium cost and the employee paying 20%. The contribution shall be based on the lowest cost health plan available to the majority of City employees.

C. Cash-in-Lieu Payment:

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

- 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.

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.

- The Cash-in-Lieu of medical insurance bonus for employees electing to forego health insurance coverage will be based on the below percentages of the current lowest cost health plan available to the majority of City employees:

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

5.2 Dental and Vision Plans

The City shall pay 90% of the premium and employees shall pay 10% of the premium. Premiums will be based on periodic actuarial conducted by an outside consultant. Employees will participate in the City's Dental and Vision Plan in a manner provided in the adopted Dental and Vision Plan Agreements.

5.3 Life Insurance

Life insurance benefit amount of fifty thousand dollars (\$50,000) shall be maintained for Mid-Managers.

5.4 EAP – Employee Assistance Program

An EAP shall be provided to City employees, spouses and dependents. There shall be up to 3 sessions per 6 month period, for a total of 6 sessions per year.

5.5 Health Benefits Committee

The Mid-Managers shall designate at least one (1) representative to the citywide health benefits committee. The general purpose of the committee is to address benefit plan design and cost containment. The committee will also contain members from other employee groups.

5.6 Flexible Spending Account

The City will offer employee-funded Flexible Spending Accounts for both dependent care and medical.

ARTICLE 6: DEFERRED COMPENSATION

The Mid-Managers shall receive a monthly City contribution of \$100 paid into a City of Yuba City deferred compensation plan.

ARTICLE 7: VACATION ACCRUAL

The parties agree that, with the effective date of this agreement, the accrual rate for vacation will be as follows:

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

ARTICLE 8: CERTIFICATIONS

The City shall pay the costs associated with obtaining and maintaining special certificates that are both 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 9: ADMINISTRATIVE LEAVE

9.1 Allocation

Mid-Managers are exempt employees whose duties often require them to work outside of the City's typical business hours. In acknowledgement of such duties, bargaining unit employees shall be allocated 80 hours of administrative leave with the first payroll period of each calendar year. Should an employee be hired or promoted into the position of City Manager or Department Head after the beginning of the calendar year, they shall be credited with a pro-rated amount of Administrative Leave for the balance of the year. Employees may use the leave subject to the approval of their Department Head, except that leave cannot be used prior to separation of employment in order to delay the separation date.

9.2 Maximum Cash Out

At the end of each calendar year, employees may cash out a maximum of 40 hours to be paid in the first non-payroll week in January of each year, and/or may carry over their unused balance up to 40 hours, subject to the limitation specified in Section 9.3.

9.3 Maximum Carry Over

Employees shall be allowed to carry over unused administrative leave to the next calendar year, subject to a maximum carry over balance of 80 hours.

9.4 Additional Allotment

At the discretion of the City Manager, an additional allotment of administrative leave not to exceed 40 hours may be approved each year. 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.

ARTICLE 10: DUTY CHIEF ASSIGNMENT

Fire Department Mid-Manager in the position of Fire Division Chief shall be assigned as the Duty Chief. The schedule will be developed and approved by the Fire Chief. While assigned as the Duty Chief, the Mid-Manager shall be available for immediate emergency response within time frames established by the Fire Chief. Duty Chiefs shall be available to be immediately contacted by telephone, cellular telephone, radio and/or pager.

ARTICLE 11: UNIFORM ALLOWANCE

11.1 Fire Mid-Management

For all Mid-Management positions in the Fire Department, uniforms shall be issued and replaced by the City as is the current practice under the Memorandum of Understanding for the Firefighter's Association. It is further agreed that future changes in the amount of allowance will be accorded to the Mid-Managers. Should the allowance be eliminated, decreased, or modified in any way, which would be a reduction in the benefit, the City and Mid-Managers shall meet to discuss the impact of the changes.

11.2 Police Mid-Management

For all Mid-Management positions in the Police Department, a uniform allowance of \$684.25 per year shall be paid. In the event of a uniform allowance increase for the Police Officers' Association Mid-Management positions shall be paid in accordance with the amount specified in the Memorandum of Understanding for the Police Officer's Association. Should the allowance be eliminated, decreased, or modified in any way, which would be a reduction in the benefit, the City and Mid-Managers shall meet to discuss the impact of the changes.

ARTICLE 12: MID-MANAGEMENT REIMBURSEMENT POLICY

12.1 Reimbursable Excess Hours

Mid-Management employees who are required to work hours in excess of normal management expectations shall be reimbursed should the City bill for, and receive, reimbursement for their work performed.

12.2 Payment

Reimbursement for the Mid-Management employee will occur in the next normal pay period after the overtime occurs.

12.3 Rate

Reimbursement to the Mid-Management employee will occur at the salary rate billed by the City for Mid-Managers for those hours over the regularly scheduled salary only, not to exceed time and one-half. Employees will not be required to use vacation time while in a special assignment approved by their Department Head.

12.4 Retention by the City

The City will retain reimbursement received by the City in excess of the salary for the Mid-Managers.

12.5 Strike Team

Fire Management 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 for hours worked outside of regular duty hours when the City is being reimbursed at the time and one-half rate.

ARTICLE 11: DMV LICENSE EXAMINATION

Physical examinations for Mid-Managers 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: SHORT TERM-DISABILITY

Employees are eligible for short term disability in a manner provided in the City's adopted Short Term Disability Plan. Any proposed changes to the Plan are subject to mutual consent.

ARTICLE 13: TERM AND TERMS OF AGREEMENT:

The terms of this Letter of Understanding shall be effective July 15, 2014 and continue in full force and effect through June 30, 2016. In the event that the Federal Government or State Legislature passes a law, or there is a Federal or State Executive Order or court decision affecting Yuba City which would prevent the City from implementing any part of this agreement or altering this agreement, both the City and Mid Management Group agree to reopen the meet and confer process limited to the issue so affected.

It is mutually recommended by the undersigned that the modification contained herein be made applicable by the City Council on the date(s) indicated and/or by administrative rules, policies, regulations or procedures as are or may be subsequently required. Further, in conjunction with existing ordinances; resolutions, and City Manager procedures and policy regulations, rules and other regulations related to compensation, benefits, working conditions and other terms and conditions of employment, the changes herein constitute the entire compensation plan for the Mid-Management Employees herein covered by this Letter of Understanding.

This Agreement constitutes the full Agreement between the City of Yuba City and the Mid-Management Employees Unit and may not be modified without the mutual consent of both parties.

****Signatures continue on next page****

Date: _____

CITY OF YUBA CITY

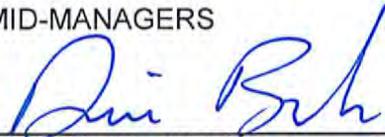
Steven C. Kroeger, City Manager

Robin Bertagna, Finance Director

Natalie Walter, HR Director

Date: 7/15/14

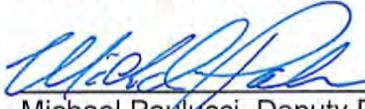
MID-MANAGERS



Devin Barber, IT Manager



Lincoln Eden, Police Commander



Michael Paulucci, Deputy Director PW



July 15, 2014

***Sent via e-mail to all Confidential members*

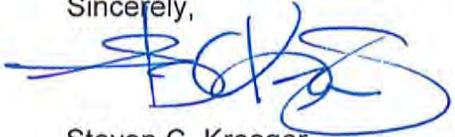
To All Confidential Bargaining Unit Members:

The intent of this letter is to memorialize recent verbal discussions surrounding the benefit changes affecting your unit. As you know, the Confidential Unit's benefit package is tied to that of the Mid-Manager's Unit. Recent changes to that benefit package have been negotiated regarding discontinuation of the current furlough program in exchange for employee contributions to CalPERS retirement. Specifically,

- Effective with the CalPERS contract amendment for 2014, all classic miscellaneous employees shall cost share 4% (or 3.5% if classic member has 2% at 55 retirement formula) towards the employer contribution rate.
- Effective in the first full pay period following the CalPERS contract amendment for cost sharing (4% or 3.5% toward the employer contribution rate), the first furlough program (of every other Fridays off along with the extended work schedule utilized at City Hall) shall cease.
- Effective July 1, 2015 or as soon as CalPERS approves the contract amendment whichever occurs later, all classic miscellaneous employees shall cost share 8% (or 7% if retirement formula is 2% at 55) towards the employer contribution rate.
- Effective in the first full pay period the CalPERS contract amendment for cost sharing of 8% or 7% (miscellaneous, percentage dependent on retirement formula) toward the employer contribution rate, the second furlough program of banked furlough time shall cease.
- New CalPERS members shall contribute towards their retirement benefits in accordance with PEPR.
- For classic CalPERS members, the City shall pay 100% of the employee's contribution to CalPERS and continue to report 100% of the employer payment of member contributions to CalPERS as additional compensation for retirement purposes only.

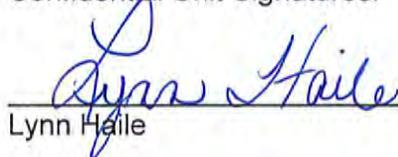
Please have all members sign one copy of this letter acknowledging your understanding and agreement that these will affect the Confidential Unit, and then return signed copies to me at your earliest convenience.

Sincerely,



Steven C. Kroeger
City Manager

Confidential Unit Signatures:


Lynn Haile
Amber Darrach
Nicole Moe

CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Extension of the State Water Project Water Supply Contract – Agreement in Principle with the Department of Water Resources

Recommendation: Authorize the City Manager to execute an Agreement in Principle for the Extension of the State Water Project Water Supply Contract between the City of Yuba City and the Department of Water Resources.

Fiscal Impact: A contract extension allows costs to be financed over a longer period of time resulting in significant savings in excess of \$1 Million to the City through 2035, with a slight increase in costs afterward compared to if the contract were not extended.

Purpose:

To extend the City's water supply contract with the Department of Water Resources (DWR) beyond the current expiration date of 2035.

Background:

On December 30, 1963, the City executed a contract with the Department of Water Resources (DWR) to purchase 9,600 acre-feet of surface water via the Feather River on an annual basis. Under the terms of the contract, water can be drawn from the Feather River year round, though there is a limitation on the rate at which water can be drawn, 60 cubic feet per second. The contract is set to expire in 2035.

During below normal water years, the contract is typically subject to restrictions, with the most severe restrictions occurring in 1990-91 (City's allocation reduced to 20%) and 2014 (City's allocation is reduced to 5%). Fortunately, during years in which the City's available supply exceeds demand, the City has the ability to "bank" water for use at a future date. The banked water is carried from year to year until the water supply is so excessive that the San Luis Reservoir is full and spills, in which the carryover accounts are reset to zero. For 2014, the City is utilizing some banked carryover water to assist with meeting the water demands for the City.

Analysis:

In late 2012, the Department of Water Resources approached all State Water Project Contractors regarding starting the process to negotiate a contract extension. Extending the contract is beneficial

because it allows the City to obtain a commitment for continued service beyond 2035, allows DWR to provide capital financing beyond 2035, eases financial compression, and allows DWR and the State Water Contractors to enhance financial management of the State Water Project.

The contract extension process and anticipated schedule are shown below:

Step	Activity	Proposed Schedule
1	Negotiate terms of contract extension	January 2013-March 2014
2	Develop Agreements in Principle (AIP)	March – July 2014
3	CEQA Process	September 2014 – 2016
4	Contract Amendment	Late 2016 or Early 2017

The terms of the contract extension have been negotiated and DWR and the State Water Contractors have worked together to develop a draft AIP (attached). The City’s attorney on this matter, Andrew Hitchings, has reviewed the draft AIP on behalf of the City, and staff is recommending that the City Manager be given authorization to execute the AIP.

The proposed new term of the contract is 50 years, resulting in a new expiration date of 2085. The AIP and contract amendment will address cost recovery and cash flow issues, and provide for the development of a State Water Resources Development System Finance Committee to enhance the financial management of the system.

The AIP is anticipated to be executed by the majority of the State Water Contractors. Only 3 of the 29 contractors have indicated that they are not going to execute the AIP at this time.

There have been some concerns expressed about whether or not executing the AIP will commit the City to participating in the Bay Delta Conservation Plan (BDCP) or Delta Habitat Conservation and Conveyance Program (DHCCP). The BDCP and DHCCP cost allocations will be negotiated in a separate public negotiation process with DWR, and is expected to begin in December 2014.

Fiscal Impact:

DWR conducted a Contract Extension Forecasting Model workshop on May 20, 2014. Through the forecasting model, it appears that the contract extension will overall result in reduced costs to the City through approximately 2035 (see Chart 1). After that, the costs start to increase slightly more than what they would be if the contract were not extended.

Alternatives:

Do not execute the Agreement in Principle.

Recommendation:

Authorize the City Manager to execute an Agreement in Principle for the Extension of the State Water Project Water Supply Contract between the City of Yuba City and the Department of Water Resources.

Prepared by:

/s/ Diana Langley

Diana Langley
Public Works Director

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

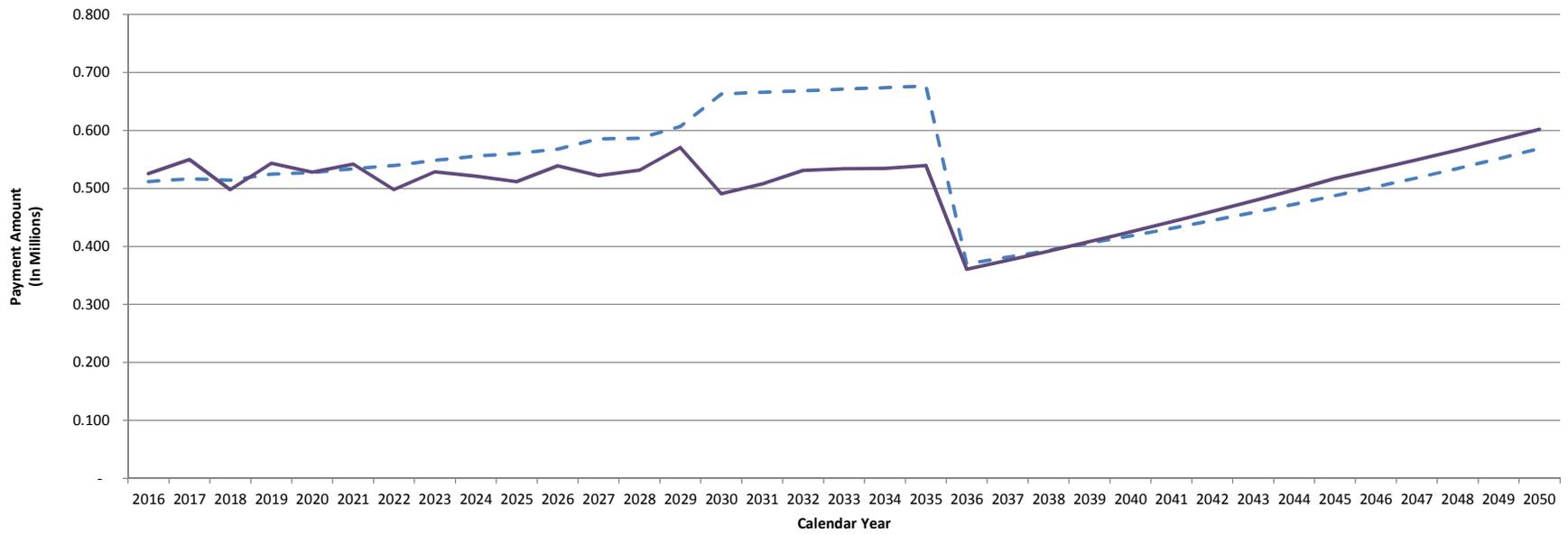
City Attorney

TH

Attachments: 1. Chart 1
 2. Summary of City water contracts
 3. Agreement in Principle

Attachment 1 – Comparison of Water Contract Costs through 2050 With and Without Contract Extension

Water Contract Costs - No Extension VS 50 Year Extension



--- Contract Expires 2035 — Contract Extended 50 Years

Attachment 2 - Summary of City Water Contracts

Water Source	Annual Allotment (Acre-Feet)	Time of Use
SWRCB License 13855	6,500	Sept. – June
SWRCB Permit 18558	9,000	Oct. – June
North Yuba Water District	4,500	Summer
DWR State Water Project	9,600	Year Round
Backup Groundwater Well (WTP)	3,248	As Needed
Total:	32,848	

Attachment 3 – Agreement in Principle

DATE: June 18, 2014

SUBJECT: Agreement in Principle Concerning Extension of the State Water Project¹ Water Supply Contracts

This document contains a statement of principles that could provide the foundation for an agreement between each State Water Project Contractor² (Contractor) and the Department of Water Resources (DWR or Department) that will extend and otherwise amend the Water Supply Contract between such Contractor and DWR.

Outline of Agreement in Principle

I.	Objective 1	Term of Contract
II.	Objective 2A	Reserves
III.	Objective 2B	Accounts (SRA, SSA, FCA)
IV.	Objective 2C	Flow of Funds
V.	Objective 2D	Financial Management
VI.	Objective 2E	Supplemental Billing
VII.	Objective 2F	Cost Recovery
VIII.	Objective 2G	SWRDS Reporting Principles
IX.	Objective 2H	51(e) Revenue Reporting Requirements
X.	Objective 3A	Simplification of Billing
XI.	Objective 3B	Replacement Accounting System
XII.	Objective 3C	Article 1(hh)
XIII.	Objective 3D	Billing Authorization
XIV.	Objective 4	BDCP and DHCCP Participation
XV.	Provision 1	Other Contract Provisions
XVI.	Provision 2	Environmental Review Process
XVII.	Provision 3	Authorized Representative Signatures

¹ The State Water Project is the name commonly used to refer to the State Water Resources Development System (Water Code Section 12931)

² The State Water Project Contractors includes Alameda County Flood Control and Water Conservation District (Zone 7), Alameda County Water District, Antelope Valley-East Kern Water Agency, Castaic Lake Water Agency, City of Yuba City, Coachella Valley Water District, County of Butte, County of Kings, Crestline-Lake Arrowhead Water Agency, Desert Water Agency, Dudley Ridge Water District, Empire West Side Irrigation District, Kern County Water Agency, Littlerock Creek Irrigation District, The Metropolitan Water District of Southern California, Mojave Water Agency, Napa County Flood Control and Water Conservation District, Oak Flat Water District, Palmdale Water District, Plumas County Flood Control and Water Conservation District, San Bernardino Valley Municipal Water District, San Gabriel Valley Municipal Water District, San Geronio Pass Water Agency, San Luis Obispo County Flood Control and Water Conservation District, Santa Barbara County Flood Control and Water Conservation District, Santa Clara Valley Water District, Solano County Water Agency, Tulare Lake Basin Water Storage District, and Ventura County Flood Control District.

STATEMENT OF PRINCIPLES**I. OBJECTIVE 1: TERM OF CONTRACT****A. Water Supply Contract Term Extension**

1. Extend term of the SWP water supply contracts to December 31, 2085.

II. OBJECTIVE 2A: RESERVES**A. General Operating Account (GOA)**

1. **Uses of GOA** - Cash flow deficiencies resulting from chargeable water supply purposes and/or during a SWRDS emergency for any SWRDS purpose.
2. **SWRDS Emergency** - An immediate, urgent, critical, unexpected, or impending situation that, in the judgment of the Director, Department of Water Resources (Director), may cause or pose a risk of causing injury, loss of life, damage to the property, impairment of the financial condition, and/or interference with the normal activities of the State Water Resources Development System which requires immediate attention and remedial action.
3. **Initial Cap** - Increase the authorized General Operating Account (GOA) initial cap to \$150 million in Article 51(a)(3).
4. **Cap Adjustment Determination** - Every five years subsequent to the year of the initial cap increase, there shall be a business case analysis on the GOA authorized cap including an evaluation of the cap and business risks associated with SWRDS cash flow provided to the SWRDS Finance Committee for recommendation to the Director regarding a GOA cap adjustment. If there is a decrease in the cap (but the cap shall not be lower than \$150 million), the excess funds would be transferred to the SWRDS Reinvestment Account (SRA).
5. **Cap Adjustment Funding Source (Pre-2035)** - Shall be the Director's discretion to use 51(e) revenues³, investment earnings retained in the GOA, and transfers of funds from the SRA and SWRDS Support Account (SSA).
6. **Cap Adjustment Funding Source (Post-2035)** - Shall be the Director's discretion to use the investment earnings retained in GOA and the funds within the SRA and SSA.
7. **Rate of Funding for Cap** - Limitation on the amount (\$2 million per year) and timing of additional contributions to the GOA contained in Article 51(e)(3)(v) will be deleted. DWR will be able to use any amount of available 51(e) revenues to increase funds in the GOA up to the authorized maximum GOA funding level and such funding shall be subordinate to the annual rate management reductions to the Contractors.

³ The definition and calculation of 51(e) revenues will be included in the contract amendment language.

8. **GOA Replenishment** - Replenishment of the use of GOA funds will come from charges to the Contractors to the extent the expended funds were spent on chargeable water supply purposes and from the SSA or other available revenues for costs not chargeable to the Contractors.
9. **GOA Reporting** - DWR will prepare monthly reports on the balance and use of the GOA for the Director, which will be provided to the SWRDS Finance Committee. The SWRDS Finance Committee will periodically review reporting frequency and make recommendations to the Director regarding reporting frequency.
10. **GOA Investment Earnings** - shall be used as follows:
 - a) Funding GOA to authorized GOA funding level;
 - b) Transferred, at the discretion of the Director, to the SSA and/or to the SRA.

III. **OBJECTIVE 2B: ACCOUNTS (SRA, SSA, FCA)**

A. **SWRDS Reinvestment Account (SRA)**

1. **Effective Date of SRA** - The SRA shall be established and take effect upon the effective date of the contract extension amendment.
2. **SRA Uses** - The primary purpose is to provide a post-2035 SWRDS revenue stream by investing SRA funds in chargeable SWRDS facilities and programs.
3. **Funding Source** - At the discretion of the Director, available Article 51(e)(1)(ii) revenues collected by the State pre-2035. The Director also has discretion to transfer funds from the SSA or the GOA.
4. **Cap on SRA** - There will be no Cap or Cap Adjustments to the SRA.
5. **SRA Investments** - At the discretion of the Director, authorized SRA investments shall be as follows:
 - a) Investment in SWRDS capital facilities, recovered at the prevailing municipal bond market rates corresponding to the SWRDS bond rating at the time of financing, in maturity ranges that may extend 10 to 50 years, provided that if the capital asset being financed has a useful life of less than 10 years, the investment may be recovered over a comparable period of less than 10 years;
 - b) Bridge financing of capital costs in lieu of the SWRDS commercial paper program;
and

- c) Allowable investments for SWRDS that generate a monetary return on investment.
6. **Use of SRA Funds** - At the discretion of the Director, the SRA funds, including but not limited to investment earnings, shall be used to:
- a) Provide a source of replenishment funds to the SSA;
 - b) Provide a source of funds to be held in the SRA for investment purposes; and
 - c) Provide a funding source for funding level adjustments to the GOA.
7. **SRA Review** - The SWRDS Finance Committee is to be consulted about the investments and activities to be funded from the SRA.
8. **SRA Reporting** - DWR will prepare regular reports on the SRA for the Director, which reports will be provided to the SWRDS Finance Committee.

B. SWRDS Support Account (SSA)

- 1. **Effective Date of SSA** - The SSA shall be established and take effect upon the effective date of the contract extension amendment.
- 2. **SSA Uses** - The purpose of the SSA shall be to provide a source of funds to pay for non-chargeable expenditures where there are no funds or revenue sources available to pay for such costs. If reimbursement or a source of revenue is received after the expenditure is incurred this revenue shall be deposited in the SSA.
- 3. **SSA Review** - The SWRDS Finance Committee shall be consulted about the projects and activities to be funded from the SSA.
- 4. **SSA Reporting** - DWR will prepare regular reports on the SSA for the Director, which will be provided to the SWRDS Finance Committee.
- 5. **Initial Cap** - There would be no cap on the SSA.
- 6. **Funding Source for Initial Funding** - 51(e) revenues and/or the remaining balance of the State Water Facilities Capital Account (FCA) once the FCA is closed.
- 7. **SSA Replenishment** - Shall be accomplished through 1) reimbursements received for expenditures made from the SSA; 2) at the discretion of the Director, transfers from the SRA and/or from the GOA's available investment earnings, 3) deposits, in the discretion of the Director, from other available revenues, and 4) interest and other investment income retained in the SSA. DWR will not charge the Contractors to replenish the SSA for costs not chargeable to the Contractors under the Water Supply Contracts.

-
8. **SSA Interest Earnings** – At the Director’s discretion, retained in the SSA to reduce the annual SRA replenishment requirement.

C. State Water Facilities Capital Account (FCA)

1. The State Water Facilities Capital Account (FCA) pursuant to Article 51(c)(2)(v) shall be reviewed by the SWRDS Finance Committee after five years from the date of the contract amendment to recommend to the Director whether or not it should be closed and the balance of the account transferred to the SSA.

IV. OBJECTIVE 2C: FLOW OF FUNDS

A. Maintain the Monterey Amendment Article 51 Flow of Funds with the following edits/additions:

1. Increase Annual Rate Reductions to \$48 million. The Annual Rate Reductions shall no longer apply after December 31, 2035 and the applicable provisions in Article 51 shall be deleted as of that date.
2. After the \$48 million in annual rate reductions, the Director shall have the discretion to allocate and transfer up to 80% of available 51(e) revenues, as determined on a projected basis, and up to 100% on an actual basis into one or more of the following accounts:
 - a) General Operating Account (GOA)
 - b) SWRDS Support Account (SSA)
 - c) SWRDS Reinvestment Account (SRA)

After funds are deposited into a, b, and c above, any remaining available 51(e) revenues will remain in the Systems Revenue Account and will be tracked separately in DWR’s Enterprise Resource Planning (ERP) system. The Director will have full discretion over the use of these funds. DWR will prepare financial reports annually with supporting documentation of the determination and provide these reports to the Finance Committee.

3. Contractors shall agree to forego additional rate management reductions including additional rate management reductions to make up for deficiencies in past projected rate management reductions or to provide any additional rate management reductions above \$48 million annually pursuant to Article 51(e)(3). Effective with the contract amendment, Article 51(e)(3) shall be deleted.
4. The contract amendment shall specify those provisions in Article 51 that shall remain in effect after December 31, 2035 (such as the General Operating Account provision as it may be amended) and those provisions that will no longer apply after December 31, 2035 and shall be deleted as of that date.

5. Contractors shall agree to waive and release issues related to DWR's recent adjustment of the Contractors' responsibility for facilities south of Dos Amigos.

V. OBJECTIVE 2D: FINANCIAL MANAGEMENT

A. State Water Resources Development System Finance Committee

1. Immediately, the Department of Water Resources shall establish a joint Department of Water Resources and Contractor finance committee (Committee).
2. The membership of the Committee shall include both representatives from the Department of Water Resources and representatives from the Contractors.
3. The primary purpose of the Committee shall be to make recommendations to the Director of the Department of Water Resources concerning the financial policies of the State Water Resources Development System.
4. The Department of Water Resources and the Contractors shall describe the scope of the committee in a charter mutually agreeable to the Department of Water Resources and the Contractors.

VI. OBJECTIVE 2E: SUPPLEMENTAL BILLING

A. Supplemental Billing

1. The supplemental billing provisions authorized under Article 51(c)(4) shall remain in effect through December 31, 2035, unless the Director determines in his or her discretion to eliminate the use of supplemental billing prior to that date or upon Director's acceptance of a recommendation from the SWRDS Finance Committee. In full consultation with the SWRDS Finance Committee, DWR will review the System cash balances when the System's forecasted 120 days cash balance becomes critical. The Committee will make a recommendation for action to the Director. The supplemental billing provision may only be used when available System cash balances are projected to be less than an amount equal to 90 days operating expenditures⁴. The term "available System cash balances" shall mean the funds in the following California Water Resources Development Bond Fund accounts: System Revenue Account (to the extent the funds in the System Revenue Account are not projected to be needed for payment of Burns-Porter General Obligation Bond debt service for the next two years), GOA, SRA and SSA (to the extent the funds in the SSA are not projected to be needed for non-chargeable expenditures for the next two years).

⁴ A description of "operating expenditures" will be included in the contract amendment language.

VII. OBJECTIVE 2F: COST RECOVERY**A. Cost Recovery**

1. In general, DWR should seek reimbursement for all SWRDS costs from the appropriate customers and users of SWRDS facilities, including the State. With respect to those SWRDS costs that are reimbursable by the Contractors, DWR should allocate financial responsibility for such costs in a manner that is both lawful and equitable, and which endeavors to recover such costs from the appropriate Contractors. If the Department proposes to not charge any Contractor the full amount that the Department is entitled to charge the Contractor under the contract, DWR shall bring a written proposal to the Finance Committee for purposes of developing a recommendation to the Director regarding the proposal. DWR shall submit such proposal in writing to the Finance Committee 90 days in advance of the Director issuing any decision and within such 90 day period the Finance Committee shall provide the Director with a recommendation regarding such proposal. Such proposals will comply with the structure set out in II.D.2 of the SWRDS Finance Committee Charter.

VIII. OBJECTIVE 2G: SWRDS REPORTING PRINCIPLES [EXHIBIT TO THE CONTRACT]

- A. During the term of the water supply contracts, it is likely that financial reports and financial management reports will change in scope, nature, and frequency. Regardless of the exact reports used, such reports shall follow the below principles and guidelines to the extent applicable.
 1. Principle 1: Financial reporting will be generated from the general ledger or data warehouse of the financial information system (system of record), such as SAP.
 - The financial system of record is the authoritative source for financial reporting data values in a system. To ensure data integrity, there must be one, and only one, system of record for financial reporting values.
 2. Principle 2: Financial reporting is not limited to annual financial statements but will be developed for regular reporting periods.
 3. Principle 3: Financial management reporting generated from other financial systems, such as Utility Cost Accounting Billing System (UCABS), will identify and analyze significant variances from prior years or budgets.
 4. Principle 4: Financial reporting and financial management reporting will identify unusual items and exceptions, and these items will be documented, reviewed, and resolved by management.

5. Principle 5: DWR will use standardized System-wide business rules and utilize a centralized financial system, such as SAP, UCABS, or other system, to provide controls/validations to ensure data integrity and reliable reporting.
6. Principle 6: DWR will use standardized data integrity rules in the development and publication of reports, including but not limited to the following:
 - (1) Data integrity refers to the accuracy and consistency of data stored in a database, data warehouse, data mart or other construct.
 - (2) Data integrity processes verify that data has remained unaltered in transit from creation to reception or remains unaltered in transit from one system to the next.
 - a. Data used outside of the Enterprise Resource Planning (ERP) systems to meet the reporting needs of Program will undergo any number of operations in support of decision-making, such as capture, storage, retrieval, update and transfer. It is important to have confidence that during these operations, the data will be kept free from corruption, modification and remain unaltered.
 - (3) Data with “integrity” has a complete or whole structure. Data values are standardized according to a data model and/or data type. All characteristics of the data must be correct – including business rules, relations, dates, definitions and lineage – for data to be complete.
 - (4) Data integrity is imposed within an ERP database when it is created and is authenticated through the ongoing use of error checking and validation routines.
 - (5) Data integrity state or condition is to be measured by the validity and reliability of the data values.
 - (6) Data integrity service and security maintains information exactly as it was input, and is auditable to affirm its reliability.

The SWRDS Finance Committee is charged with providing financial policy recommendations to the Director, and the Director has final discretion on whether or not to accept the recommendations. While the SWRDS Finance Committee is not charged with reviewing the content of financial reports, timely and accurate financial reporting and financial management reporting provides technical committees access to useful information that can be used to formulate proposals on financial policy matters that may be brought to the SWRDS Finance Committee.

IX. OBJECTIVE 2H: 51(e) REVENUE REPORTING REQUIREMENTS

A. 51(e) Revenue Report

1. Create and distribute the Annual Rate Reduction Determination Report. In addition, display the distribution of Gross Annual Revenues before Recreation, Fish and Wildlife

Expenditures, Facilities Capital Account and Rate Management Credits and Net Annual Revenues after Rate Management Credits to the accounts listed in item 2 below.

2. Create and distribute quarterly an Activity Report by fund-account for all uses, including but not limited to the following accounts:
 - a) General Operating Account (GOA)
 - b) SWRDS Support Account (SSA)
 - c) SWRDS Reinvestment Account (SRA)
 - d) Systems Revenue Account, 51(e) Sub-Account
 - e) Davis-Dolwig Fund
 - f) Facilities Capital Account
 - g) Suspended Costs
3. The Activity Report shall display the annual and accumulated 51(e) revenue and expenditure activity, including the beginning balance, the annual activity and the ending balance for the year.
4. Reporting data shall be auditable which includes an audit trail from the costing ledgers to the general ledger or the Bulletin 132 estimates to the Activity Report.
5. Report should have sufficient detail to provide comprehensive accounting of annual 51(e) revenues and the uses of annual 51(e) revenues to enable the SWRDS Finance Committee to assess the utilization of these revenues.

X. OBJECTIVE 3A: SIMPLIFICATION OF BILLING

A. Implement the Freeze-Go Billing Methodology

1. The freeze-go date shall be January 1 of the first calendar year starting six (6) months after the contract extension takes effect, but not earlier than January 1, 2017, provided that if the Department determines it to be necessary, the Department may rely on estimates and later true-up for billing and reporting purposes in the initial implementation years after the freeze go date.
2. Methodology will recover all costs incurred on and after the freeze-go date, by converting and authorizing repayment on a Pay-As-You-Go methodology.
3. Amend the definition of the Project Repayment Period to apply only to those costs incurred prior to the freeze-go date.
4. The term of the Project Repayment Period, January 1, 1961 through December 31, 2035, will remain the same.
5. The Water Systems Revenue Bond Surcharge will apply only to those costs incurred prior to the freeze-go date and will terminate at the completion of the Project Repayment Period.

6. Amend the definition of the Project Interest Rate to apply only to those costs incurred prior to the freeze-go date. No interest rate, including the Project Interest Rate, shall be applied to the over/under charges for costs incurred after the freeze-go date. The Project Interest Rate will remain 4.610%.
7. In identifying “costs incurred” for purposes of determining whether the cost is incurred before the freeze-go date or on or after the freeze-go date, the following shall apply:
 - a) Variable costs shall be deemed to occur when the goods or service is provided, regardless of when the expenditure for such goods or service is recorded in the financial information system;
 - b) Capital and minimum costs shall be deemed to occur when the expenditure for the goods or service is recorded in the financial information system, regardless of the date the goods or service is provided.

B. Defining the Pay-As-You-Go Repayment of Costs Incurred On and After the Freeze-Go Date

1. The annual cost recovery within a bill year for estimated annual operation, maintenance, power, and replacement costs for project conservation facilities.
2. The annual recovery of actual debt service, including repayment of the SRA, created by SWRDS financing activities, within a bill year for financed capital transportation and conservation facilities.
3. A capital asset which has a short useful life and/or will not have a substantial cost, may be charged to the Contractors in the year the cost is incurred. The SWRDS Finance Committee may review and make recommendations to the Director regarding the policy of charging the costs of such assets.

C. Defining the Pay-As-You-Go Repayment of Actual Debt Service from SWRDS Financing Capital Costs On and After the Freeze-Go Date

1. Authorize DWR to finance 100% of all capital costs.
2. Authorize DWR to use various methods of financing including Water System Revenue Bonds and SRA, with each method providing an annual repayment schedule which includes a principal and interest (debt service) component over the life of the financing.
3. Authorize DWR to bill an amount that is equal to the accumulated annual debt service payments due per the debt service schedules for SRA investments or matching dollar for dollar the SWRDS annual debt service payments including the bond cover requirements, providing 100% capital cost recovery at the financed interest rate over the term of the financing while meeting the additional bond debt cover requirements.

XI. OBJECTIVE 3B: REPLACEMENT ACCOUNTING SYSTEM (RAS)**A. Elimination of the Replacement Accounting System (RAS)**

1. Eliminate the Replacement Accounting System (RAS) for Transportation and Conservation Facilities with the intent to have replacement costs treated as a minimum or capital cost.
2. The unencumbered cash balance of the RAS funds are to be returned to the SWP Contractors using the RAS allocation methodology.

XII. OBJECTIVE 3C: ARTICLE 1 (hh)**A. Expanding Water System Facilities Authorized to be Financed by Water System Revenue Bonds Under Article 1(hh)**

1. Eliminate the January 1, 1987 date for existing facilities within Article 1(hh)(8); provision to now read as follows, " Finance all repairs, additions, and betterments to conservation or transportation facilities and to all other facilities described in this sub-article (hh) except for item (5) the land acquisition prior to December 31, 1995 for the Kern Fan Element of the Kern Water Bank."
2. Add provision to expand Article 1(hh) to include "Finance all other capital projects (i.e. projects and programs for which revenue bonds can be sold) mutually agreed upon in writing by DWR and 80% of the affected Contractors, provided that the approving Contractors' Table A amounts exceed 80% of the Table A amounts representing all affected Contractors". "Affected Contractors" means those Contractors which would be obligated to pay a share of the debt service for such project.

XIII. OBJECTIVE 3D: BILLING AUTHORIZATION**A. Billing Authorization**

The Department, in fixing and establishing prices, rates, and charges for water and power, shall include as a reimbursable cost of any state water project an amount sufficient to repay all costs incurred by the department, directly or by contract with other agencies, for the preservation of fish and wildlife and determined to be allocable to the costs of the project works constructed for the development of that water and power, or either. Costs incurred for the enhancement of fish and wildlife or for the development of public recreation shall not be included in the prices, rates, and charges for water and power, and shall be nonreimbursable costs.

Such recreational purposes include, but are not limited to, those recreational pursuits generally associated with the out-of-doors, such as camping, picnicking, fishing, hunting, water contact sports, boating, and sightseeing, and the associated facilities of campgrounds, picnic areas,

water and sanitary facilities, parking areas, viewpoints, boat launching ramps, and any others necessary to make project land and water areas available for use by the public.

In administering this Contract “development of public recreation” shall include recreation capital and operation and maintenance.

XIV. OBJECTIVE 4: BDCP AND DHCCP PARTICIPATION

This Objective will not be part of the SWP contract amendment based on this AIP. Instead, Contractor participation in the BDCP and DHCCP will be addressed through a separate public negotiation and environmental review process to develop appropriate SWP water supply contract amendments. DWR has begun the administrative process that will be used to facilitate the public negotiations of such amendments. The first public negotiation session is scheduled for December 2014.

XV. PROVISION 1 – OTHER CONTRACT PROVISIONS

Except as amended, all provisions of the Water Supply Contract shall be and remain in full force and effect.

XVI. PROVISION 2 – ENVIRONMENTAL REVIEW PROCESS

DWR and the Contractors agree that this AIP is intended to be used during the environmental review process for the California Environmental Quality Act (CEQA), to define the proposed project description for the purposes of CEQA, and to permit the next steps of the water supply contract extension process, including scoping and the preparation of the EIR.

The AIP principles are not final contract language and do not represent a contractual commitment by either DWR or the Contractors to approve any proposed project, to sign contract amendments, or to extend the contract. By concurring with the AIP, DWR and the Contractors express their intent to move forward with the CEQA process with DWR as lead agency and the Contractors as responsible agencies, and ultimately develop a proposed project consisting of contractual amendments consistent with the AIP principles and prepare the EIR for consideration by DWR and the Contractors.

At the end of the CEQA process and in compliance with CEQA, DWR and the Contractors will each individually evaluate the EIR and contract amendments, exercise their independent judgment, and determine whether or not to certify the EIR, approve the proposed project and sign the contract amendments or to approve an alternative project. Consequently, even though DWR and the Contractors have agreed to the AIP for the purposes described in the preceding paragraphs, DWR and each Contractor retain their full discretion under CEQA to consider and adopt mitigation measures and alternatives, including the alternative of not going forward with the proposed project.

XVII. PROVISION 3 – AUTHORIZED REPRESENTATIVE SIGNATURES

DWR and each Contractor may express concurrence with this AIP by having their authorized representatives sign below. DWR and each Contractor will use their best efforts to make a decision whether to sign the AIP by September 1, 2014. The AIP may be signed in counterparts.

**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

ANTELOPE VALLEY – EASTERN KERN WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CASTAIC LAKE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF YUBA CITY

By: _____
Name: _____
Title: _____
Date: _____

COACHELLA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF BUTTE

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF KINGS

By: _____
Name: _____
Title: _____
Date: _____

CRESTLINE LAKE ARROWHEAD WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

DESERT WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

DUDLEY RIDGE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

EMPIRE WESTSIDE IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

KERN COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

LITTLEROCK CREEK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MOJAVE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

OAK FLAT WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PALMDALE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN GORGONIO PASS WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SOLANO COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

TULARE LAKE BASIN WATER STORAGE DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

VENTURA COUNTY FLOOD CONTROL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Water Rebate Program – High Efficiency Toilets, Commercial Spray Nozzles, and Smart Irrigation Timers

Recommendation: Approve Water Rebate Program funding in the amount of \$15,000 to provide rebates for the installation of high efficiency toilets, commercial spray nozzles, and smart irrigation timers.

Fiscal Impact: \$15,000 – Account No. 7120-62761 (Water Conservation)

Purpose:

To implement a water rebate program to encourage water conservation.

Background:

With the ongoing drought and the City's need to conserve water, the Public Works Department is introducing an "Every Drop Counts" campaign. The campaign involves:

- Contacting customers that are irrigating too much, irrigating during the day, or have broken sprinkler heads.
- Offering water audits to customers in which a representative from the Water Treatment Plant will go to a home or business to offer water conservation tips and ideas.
- Notifying customers who are reported to have leaks, as identified through the reading of water meters on a monthly basis.
- Implementing the WaterSmart program.
- Distributing educational materials at the Summer Stroll and Yuba-Sutter Fair.
- Updating the City's website to providing current information on water conservation.
- Coordinating with local restaurants to encourage only serving water upon request.

A final element of the campaign is to implement a water rebate program. The rebate program will provide an opportunity to educate the customer about the importance of water conservation, while providing an incentive to participate in conservation activities.

Analysis:

The Water Rebate Program will be implemented on a first-come, first-serve basis. Staff has researched the effectiveness of other rebate programs and is recommending that the following be included in the City's program:

- Indoor – High Efficiency Toilets – Rebate up to \$100
- Outdoor – Smart Irrigation Timers – Rebate up to 50% or \$75, whichever is less
- Commercial – Restaurant or Commercial Use Spray Nozzles – Rebate up to \$50

Staff is developing an application which will be available on the City's website. Upon receipt of an application, a staff member will contact the customer to verify the installation and cost. Upon confirmation of the installation, a check for the rebate amount will be issued to the customer. Only those installations completed after Council approval of the rebate program will be eligible.

Fiscal Impact:

There is \$15,000 set aside in Account No. 7120-62761 (Water Conservation) for the rebate program.

Alternatives:

1. Do not approve the water rebate program.
2. Increase the amount authorized for the water rebate program.
3. Expand the items included in the water rebate program.

Recommendation:

Approve Water Rebate Program funding in the amount of \$15,000 to provide rebates for the installation of high efficiency toilets, commercial spray nozzles, and smart irrigation timers.

Prepared by:

Submitted by:

/s/ Diana Langley

/s/ Steven C. Kroeger

Diana Langley
Public Works Director

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH

CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Professional Services Agreement with WaterSmart Software, Inc., for implementation of a water conservation program

Recommendation: Award a professional services agreement to WaterSmart Software, Inc., of Tiburon, CA, for implementation of a water conservation program in the amount of \$64,322 with the finding that it is in the best interest of the City.

Fiscal Impact: \$64,322 to be broken down as follows:
\$32,161 – Account No. 7120-62761 (Water Conservation)
\$32,161 – Account No. 7120-62701 (Professional Services)

Purpose:

To implement a water conservation program with the City's top 5,000 residential water users in terms of volume.

Background:

With the ongoing drought and the City's need to conserve water, the Public Works Department has been researching additional ways to bring awareness to our customers about their water habits. Through that research, staff became aware of a public engagement tool known as WaterSmart. WaterSmart is a program that provides customers with feedback on a bimonthly basis of how their water usage compares to that of similar homes within the community. By informing customers of their "Water Score", customers become more conscious of their water use and eliminate wasteful practices. There are numerous other agencies within California that have successfully implemented the WaterSmart program, a list of which is attached as Exhibit A.

Analysis:

Staff is proposing to implement the program with the City's top 5,000 residential water accounts in terms of volume. The residential water accounts typically account for over half of the City's metered water consumption on a monthly basis, with the volume increasing significantly over the summer months due to irrigation practices.

The program will begin with a welcome letter and customer insight survey to establish baseline attitudes, customer satisfaction, household information, customer willingness to implement various water use efficiency behaviors, and to gather email addresses.

WaterSmart will then email or mail Home Water Reports (Exhibit B) on a bimonthly basis. The Home Water Reports will contain features such as water use consumption, water score, water use comparisons among similar size households, personalized ways to save water, and a link to a customer portal web application to find additional information. The recommendations are based on the most pertinent, water-saving offers for each household based on consumption levels, seasonal water use patterns, occupancy rates, age of the residence, survey responses, and program participation.

As mentioned above, customers will also have the ability to access a customer portal web application (Exhibit C) where in addition to the information provided on the Home Water Report, they can view historical water use comparisons, indoor/outdoor water use estimates, and a library of ways to save water.

The final element of the program is a utility dashboard web application for City staff use (Exhibit D). The utility dashboard will have content on all of the City' residential water accounts and will be a tool that staff can utilize to evaluate the program and view City-wide analytics.

An independent study prepared by East Bay Municipal Utility District in December 2013 found that the WaterSmart program created a 5% reduction on average in water use, and that households receiving the Home Water Report were more likely to participate in other water efficiency programs.

The term of the contract is one year with the option to automatically renew the program for four additional one year terms at an agreed upon increase in price of 3% on an annual basis. Staff is requesting authorization to award the contract for the first year, and report the results of the program to Council prior to the end of the one year contract term. At that time, a renewal of the contract, including possible expansion of the program, will be brought to Council for consideration.

In addition to addressing the City's need to conserve water due to the drought, the WaterSmart program is complimentary to other efforts ongoing with the City. The collection of email addresses will assist the Finance Department with their efforts to increase the issuance of electronic bills, which decreases their mailing costs. Also, the program will assist the City with meeting the 2020 use reductions set forth in the Water Conservation Bill of 2009.

Fiscal Impact:

The cost to implement the program for the top 5,000 residential water accounts is \$64,322. There are sufficient funds budgeted in the Water Treatment Plant's account numbers 7120-62761 (Water Conservation) and 7120-62701 (Professional Services).

Alternatives:

Do not award the contract and direct staff to develop other alternatives to promote water conservation.

Recommendation:

Award a professional services agreement to WaterSmart Software, Inc., of Tiburon, CA, for implementation of a water conservation program in the amount of \$64,322 with the finding that it is in the best interest of the City.

Prepared by:

/s/ Diana Langley

Diana Langley
Public Works Director

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH

EXHIBIT A — OTHER CALIFORNIA AGENCIES USING WATERSMART

- City of Roseville
- City of Davis
- City of Sacramento
- City of Palo Alto
- City of Oakdale
- City of Mountain View
- City of Morgan Hill
- City of Santa Monica
- City of Newport Beach
- City of Cotati
- East Bay Municipal Utilities District
- Soquel Creek Water District
- Alameda County Water District
- Marin County Municipal Water District
- Los Angeles Department of Water and Power
- Irvine Ranch Water District

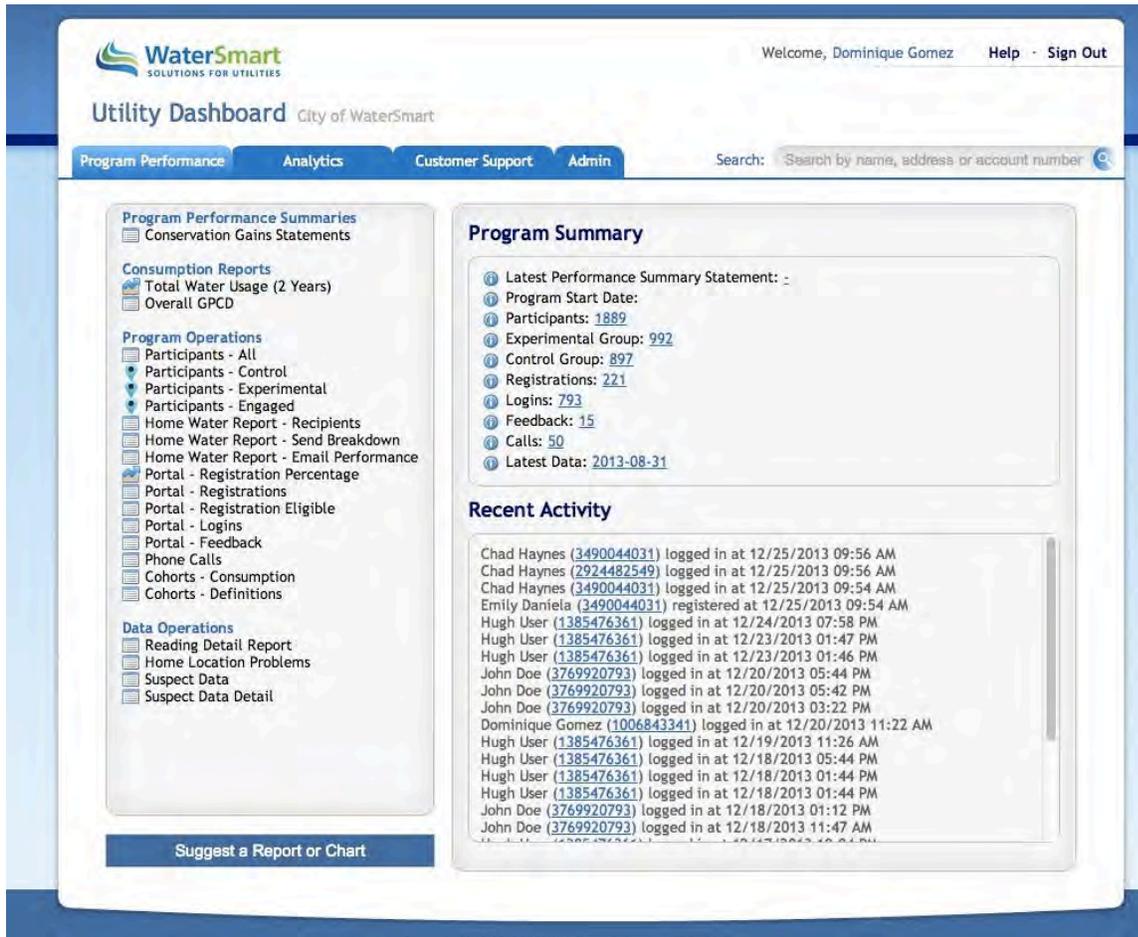
EXHIBIT C — CUSTOMER PORTAL

Figure 2: Screenshot of Customer Portal

The screenshot displays the City of WaterSmart Customer Portal. At the top left is the City of WaterSmart logo. To its right, it says "WaterInsight Program". On the top right, it says "Welcome, Dominique" with "Settings" and "Household" dropdown menus. Below the header is a navigation bar with five items: Home, Track Usage, Real-Time, Ways To Save, and My Actions. A notification banner below the navigation bar states: "We can give you much better recommendations if we know just a bit more about you. [Add to your household profile.](#) 23% complete". The main content area is divided into two sections. The left section, "Compare Your Use: June – August", features a horizontal bar chart with three bars: a long orange bar for "You" at 608 GPD, a medium black bar for "All Neighbors" at 325 GPD, and a shorter blue bar for "Efficient Neighbors" at 259 GPD. Below the chart, it says "Compared to homes with [similar water needs.](#)" and a link "See more analysis >>". The right section, "Recommended Water Saving Actions", lists three actions: "Install High-Efficiency Toilets" (95 gpd, \$373/year, with a "Rebate!" tag), "Think Before You Flush" (50 gpd, \$197/year), and "Install Faucet Aerators" (46 gpd, \$222/year). Each action has a "+ Start action" button. At the bottom of this section is a link "See more actions >>".

EXHIBIT D — UTILITY DASHBOARD

Figure 3: Screenshot of Utility Dashboard



CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Benjamin Moody, Senior Engineer – City Surveyor

Summary

Subject: Domain Estates Phase 2 (Improvement Agreement, Subdivision Agreement, and Final Map approval)

Recommendation: a) Adopt a resolution approving the execution of an Improvement Agreement with Compass Land Development Corporation, a California Corporation, providing funds and right of way dedication for public improvements associated with the Domain Estates Phase 2 Subdivision Map. [Subdivision is located on the west side of Blevin Rd., north of Butte House Rd.]

b) Adopt a resolution approving the execution of a Subdivision Agreement with the Scott Family Trust, Dated November 6, 2000, providing for public improvements associated with the Domain Estates Phase 2 Subdivision Map, provided said Subdivision Agreement is executed by the Scott Family Trust within six months. [Subdivision is located on the west side of Blevin Rd. north, of Butte House Rd.]

c) Adopt a resolution approving the final map for Domain Estates Phase 2, accepting dedication of property, rights-of-way, and easements shown thereon and authorizing the filing of the map, pending the necessary cash deposits, securities, and right of ways are received per the associated Improvement and Subdivision Agreements.

Fiscal Impact: None

Purpose:

To approve the necessary agreements and final map that specify the terms for the Domain Estates Phase 2 development.

Background:

On May 26, 2004 the Planning Commission approved Tentative Map SM 04-03 to subdivide a 25.3 acre parcel into 62 single family residential parcels located west of Blevin Road and north of Butte House Road. The applicant recorded one phase of the map, consisting of 28 parcels

and subsequently began to construct homes in the first phase of the map. With the downturn in the economy the original developer abandoned the project and the site was left unfinished.

Recently Interwest Homes acquired the Phase One subdivision and is working to finalize construction.

Interwest Homes desires to complete Phase Two of the subdivision, a 20 lot subdivision located west of Phase One (north of Butte House Road and west of Blevin Road). The proposed lot sizes range between 8,500 SF to 14,300 SF.

The property is currently owned by Compass Land Development, (Jason James). The Scott Family Trust, (Interwest Homes), has negotiated the terms of a land sale for the phase 2 subdivision area with Compass Land Development keeping a remainder parcel that fronts Butte House Road. To satisfy the conditions of the subdivision map each owner will have a separate agreement specifying the development requirements related to their respective properties.

Analysis:

In order to proceed with the development, the property owners are to enter into agreements with the City ensuring the construction of the required public improvements. The agreements specify the obligations of the owners regarding the fees, dedications, and improvements that are required as a condition of the subdivision.

With Council's approval, the City and owners will enter into the agreements that call for cash deposits and the guaranteeing that the required public improvements will be constructed as a condition of the City approving and recording the Final Map.

With the recordation of the Final Map determined right of way and utility easements will be dedicated to the City. Road dedications include portions of the General Plan roadway, Tuly Parkway, and the extension of Queens Avenue, west of Blevin, to Tuly Parkway. These roadways are not planned for construction at this time, so the City is requiring fees to be paid that the City can utilize to contribute to the future construction costs.

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

- Tentative Map – The applicant submits a tentative map to the Community Development Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on May 26, 2004.
- Final Map – Upon approval of the tentative map, the applicant submits a final map package which includes the final map, public improvement plans, title reports, a Tax Collector's statement, and traverse sheets providing the bearings and distances and coordinates of the boundaries. The improvement plans are routed to various City Departments for review to ensure that the improvements provided conform to the Conditions of Approval and City standards. The final map is checked to make sure the traverse sheets are correct and that the title information is correct. If the

applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit. For this map, there is an additional Improvement agreement due to multiple property owners involved with the development.

- Council Approval – Once it is determined that the final map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

Fiscal Impact:

None

Alternatives:

Delay or modify the recommended actions

Recommendation:

a) Adopt a resolution approving the execution of an Improvement Agreement with Compass Land Development Corporation, a California Corporation, providing funds and right of way dedication for public improvements associated with the Domain Estates Phase 2 Subdivision Map. [Subdivision is located on the west side of Blevin Rd., north of Butte House Rd.]

b) Adopt a resolution approving the execution of a Subdivision Agreement with the Scott Family Trust, Dated November 6, 2000, providing for public improvements associated with the Domain Estates Phase 2 Subdivision Map, provided said Subdivision Agreement is executed by the Scott Family Trust within six months. [Subdivision is located on the west side of Blevin Rd. north, of Butte House Rd.]

c) Adopt a resolution approving the final map for Domain Estates Phase 2, accepting dedication of property, rights-of-way, and easements shown thereon and authorizing the filing of the map, pending the necessary cash deposits, securities, and right of ways are received per the associated Improvement and Subdivision Agreements.

Prepared by:

Submitted by:

/s/ Benjamin Moody

Benjamin Moody
Senior Engineer – City Surveyor

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH

Other

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE EXECUTION OF THE DOMAIN ESTATES, PHASE 2
IMPROVEMENT AGREEMENT WITH COMPASS LAND
DEVELOPMENT CORPORATION FOR PUBLIC IMPROVEMENTS.**

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

That the Mayor and City Clerk be, and they are hereby authorized and directed to execute on behalf of the City of Yuba City that certain Domain Estates, Phase 2 Improvement Agreement between the City of Yuba City and Compass Land Development Corporation, a California Corporation for public improvements.

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 15th day of July 2014.

AYES:

NOES:

ABSENT:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE EXECUTION OF THE DOMAIN ESTATES, PHASE 2
SUBDIVISION AGREEMENT WITH SCOTT FAMILY TRUST FOR
PUBLIC IMPROVEMENTS.**

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

That the Mayor and City Clerk be, and they are hereby authorized and directed to execute on behalf of the City of Yuba City that certain Domain Estates, Phase 2 Subdivision Agreement between the City of Yuba City and the Scott Family Trust, Dated November 6, 2000 for public improvements, provided said Subdivision Agreement is executed by the Scott Family Trust within six months of this Resolution.

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 15th day of July 2014.

AYES:

NOES:

ABSENT:

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE DOMAIN ESTATES PHASE 2 FINAL MAP, AND
ACCEPTING FOR DEDICATION THE PUBLIC RIGHT-OF-WAY AND
UTILITY EASEMENTS SHOWN THEREON AND AUTHORIZING
RECORDATION OF THE FINAL MAP.**

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF
YUBA CITY AS FOLLOWS:

That the City Council does hereby accept for filing Domain Estates Phase 2 Final Map and does accept, on behalf of the public, the dedication reflected thereon for public right-of-way and utility easements, and authorizes recordation of the Final Map, pending the necessary cash deposits, securities, and rights of way are received per the associated Improvement and Subdivision Agreements with the property owners.

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 15th day of July 2014.

AYES:

NOES:

ABSENT:

MAYOR

ATTEST:

CITY CLERK

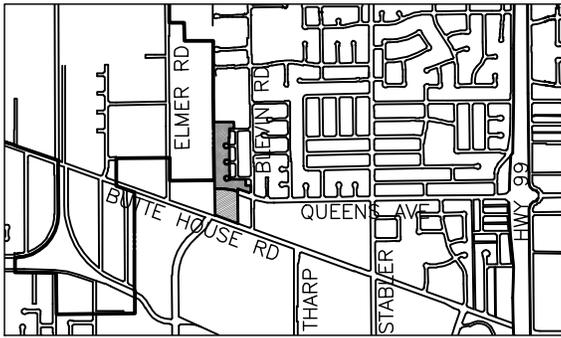
DOMAIN ESTATES PHASE 2

 DOMAIN ESTATES PHASE 2
20 LOTS

 REMAINDER

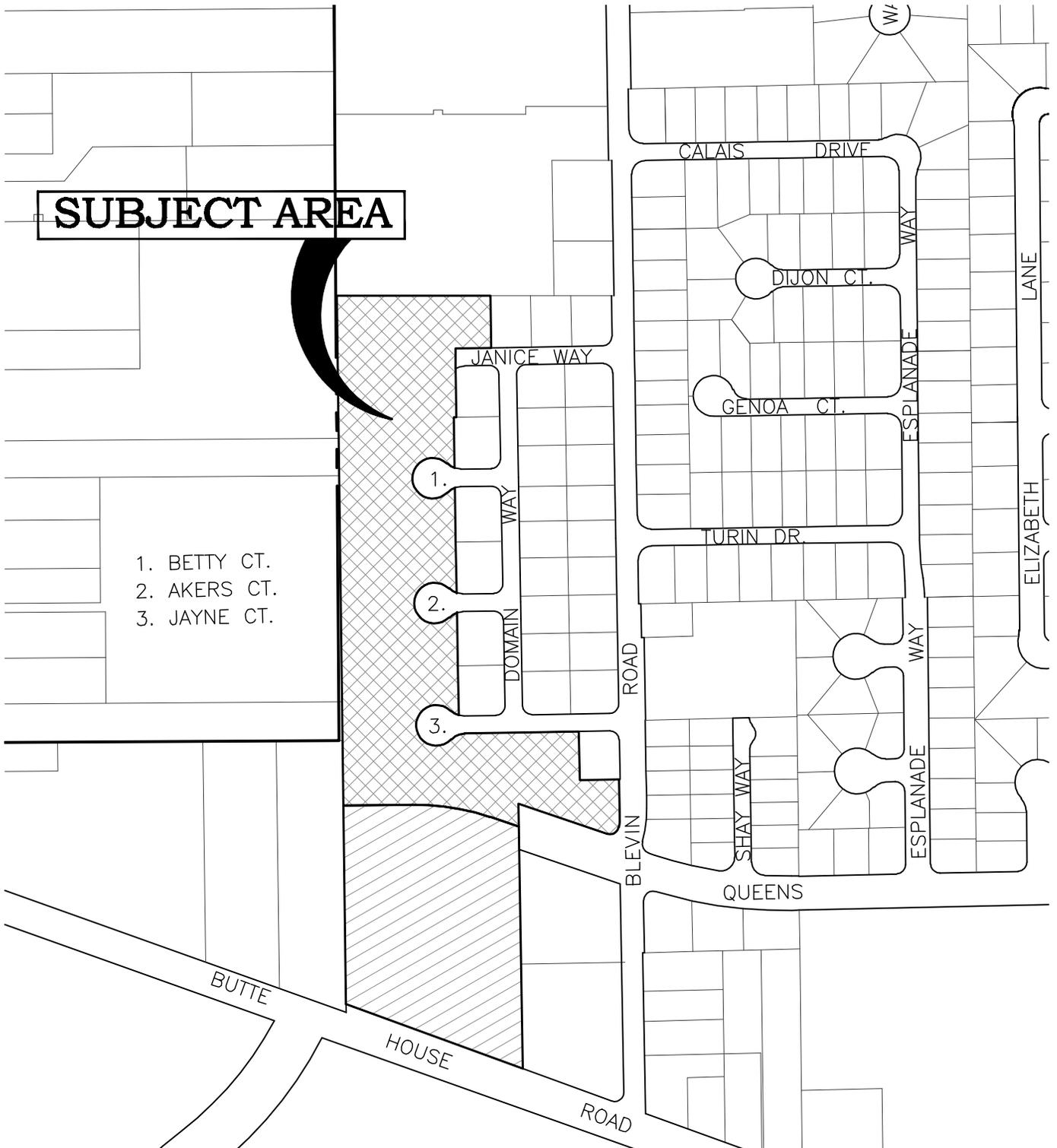


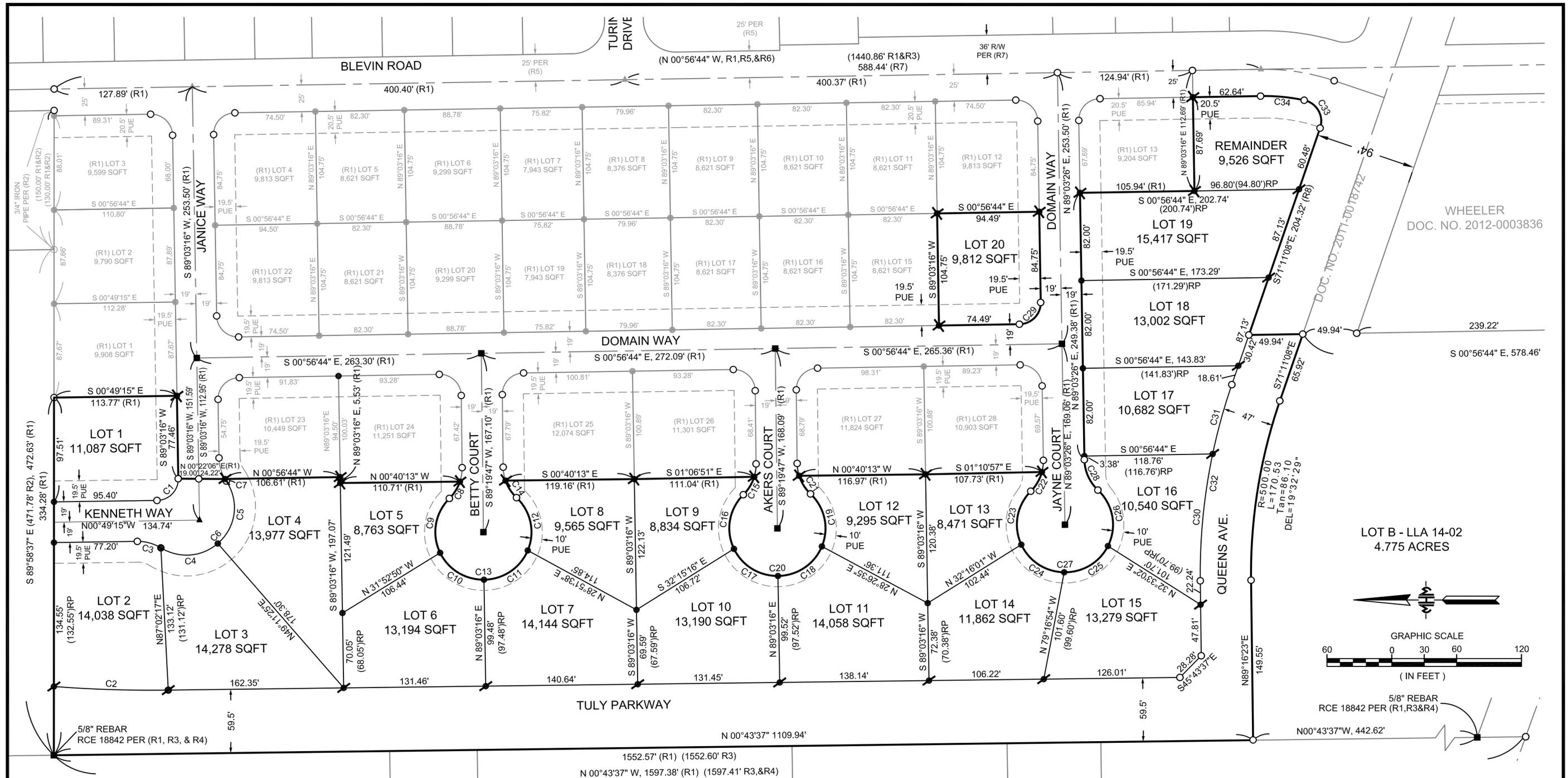
SCALE: 1" = 300'



SUBJECT AREA

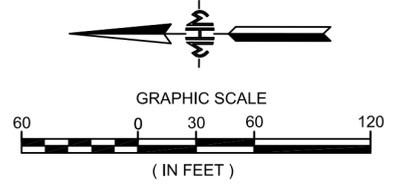
1. BETTY CT.
2. AKERS CT.
3. JAYNE CT.





WHEELER
DOC. NO. 2012-0003836

LOT B - LLA 14-02
4.775 ACRES



5/8" REBAR
RCE 18842 PER (R1, R3, & R4)

CURVE TABLE				
CURVE	LENGTH	RADIUS	TANGENT	DELTA
C1	31.43'	20.00'	20.02'	90°03'17"
C2	105.97'	1190.50'	53.02'	5°05'59"
C3	22.90'	40.00'	11.77'	32°47'53"
C4	56.58'	44.50'	32.84'	72°51'06"
C5	64.42'	44.50'	39.33'	82°56'24"
C6	121.00'	44.50'	207.50'	155°47'30"
C7	2.27'	40.00'	1.13'	3°14'53"
C8	18.61'	40.00'	9.48'	26°39'45"
C9	55.03'	44.50'	31.66'	70°51'27"
C10	50.37'	44.50'	28.27'	64°51'28"
C11	51.76'	44.50'	29.25'	66°38'34"
C12	53.65'	44.50'	30.63'	69°04'21"
C13	210.81'	44.50'	43.40'	271°25'50"
C14	19.09'	40.00'	9.73'	27°20'18"
C15	19.66'	40.00'	10.03'	28°09'52"
C16	54.77'	44.50'	31.46'	70°31'06"

C17	50.64'	44.50'	28.46'	65°11'49"
C18	52.10'	44.50'	29.50'	67°05'08"
C19	53.30'	44.50'	30.37'	68°37'47"
C20	210.81'	44.50'	43.40'	271°25'50"
C21	20.13'	40.00'	10.28'	28°50'05"
C22	20.92'	40.00'	10.70'	29°57'47"
C23	53.98'	44.50'	30.87'	69°30'00"
C24	49.96'	44.50'	27.98'	64°19'33"
C25	49.96'	44.50'	27.98'	64°19'31"
C26	56.91'	44.50'	33.10'	73°16'46"
C27	210.81'	44.50'	43.40'	271°25'50"
C28	31.92'	40.00'	16.86'	45°42'55"
C29	31.41'	20.00'	20.00'	89°59'50"
C30	119.35'	547.00'	59.91'	12°30'04"
C31	67.21'	547.00'	33.65'	7°02'25"
C32	186.56'	547.00'	94.20'	19°32'29"
C33	33.75'	20.00'	22.49'	96°41'50"
C34	40.61'	175.00'	20.41'	13°18'22"

LEGEND

- COMPUTED POINT, NO MONUMENT FOUND OR SET
- RECORD 5/8" REBAR CAPPED LS 7154
- ⊗ FOUND BRASS CAP IN STANDARD CITY MONUMENT WELL
- ⊕ FOUND BRASS CAP IN STANDARD CITY MONUMENT WELL OR AS NOTED
- ⊙ SET 5/8" REBAR CAPPED LS 5912
- ⊙ SET 2" RP - 5/8" REBAR CAPPED LS 5912
- ⊙ SET BRASS CAP IN STANDARD CITY MONUMENT WELL
- BOUNDARY OF PROPERTY
- - - PROPERTY LINE OR SECTION LINE
- - - CENTERLINE
- R/W RIGHT OF WAY
- - - R/W RIGHT OF WAY
- - - PUE PUBLIC UTILITY EASEMENT
- (E) PUBLIC UTILITY EASEMENT EXISTING

**DOMAIN ESTATES PHASE 2
CITY OF YUBA CITY**

BEING A PORTION OF SECTION 16, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.B.&M., COUNTY OF SUTTER, STATE OF CALIFORNIA.

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
14136

APRIL 2014
SCALE: 1"=60'
SHEET 3 OF 3

DOMAIN ESTATES PHASE 2

SUBDIVISION MAP SM 04-03 IMPROVEMENT AGREEMENT

This Agreement is made and entered into this ____ day of July, 2014, by and between COMPASS LAND DEVELOPMENT CORPORATION, a California Corporation, hereinafter designated “Owner”, and the CITY OF YUBA CITY, a Municipal Corporation, located in the County of Sutter, State of California, hereinafter designated “City”.

WITNESSETH

WHEREAS, Owner owns and proposes to develop certain property located within the City, west of Blevin Road, north of Queens Avenue, APN 59-530-032 as shown in Subdivision Map 04-03 approved by the City Planning Commission on April 23, 2014 (“SM 04-03 Property”); and

WHEREAS, Owner also owns the property adjacent to and located south of the SM 04-03 Property, south of Queens Avenue, and identified on Subdivision Map 04-03 as Lot B-LLA 14-02 (“Lot B”); and

WHEREAS, the City Council has approved certain rules and regulations governing the subdividing and development of land in the City, including the requirements for the installation of necessary improvements affecting the development, all as set forth in Chapter 2 of Title 8 of the Yuba City Municipal Code; and

WHEREAS, pursuant to SM 04-03, Owner is required to construct certain permanent public improvements; and

WHEREAS, Owner has entered into an agreement with Interwest (“Interwest”) to convey Owner’s SM 04-03 Property to Interwest for development of the SM 04-03 Property with Owner retaining ownership of Lot B; and

WHEREAS, Owner and Interwest have agreed to complete the conveyance of SM -04-03 Property and lot line adjustment 14-02 to finalize the configuration of Lot B by an escrow numbered 1201-30912 (“Escrow”) by Placer Title Company (name and address) (“Escrow Holder”); and

WHEREAS, in order to assist in the development of SM 04-03 and the adjoining area, and pursuant to Owner’s agreement with Interwest, Owner is willing to pay City a portion of the costs for improvements to Tuly Parkway and Queens Avenue as required by SM 04-03 and to dedicate to City a portion of Lot B for the future Tuly Parkway and Queens Avenue.

NOW, THEREFORE, the City and Owner mutually agree as follows:

Prior to and as a condition to the close of Escrow, Owner shall:

1. Deposit with the Escrow Holder \$179,516.25 to be disbursed by Escrow Holder to the City for a portion of the costs of improvements to Queens Avenue and the east side of Tuly Parkway.
2. Deliver to the Escrow Holder the right of way dedication to the City for the future Tuly Parkway and the future Queens Avenue, fully executed and notarized, in the form attached as Exhibit “A”.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

By _____
MAYOR

COMPASS LAND DEVELOPMENT, A CALIFORNIA CORPORATION

By _____
OWNER

ATTEST:

CITY CLERK

EXHIBIT A
RIGHT OF WAY DEDICATION

EXHIBIT "A"

All that certain real property situate in the City of Yuba City, County of Sutter, State of California, described as follows:

A portion of Section 16, Township 15 North, Range 3 East, Mount Diablo Meridian, being more particularly described as follows:

A portion of the designated remainder, as shown on that certain map entitled, "Domain Estates Phase 1", filed in the Office of the County Recorder of Sutter County, California, on May 16, 2006, in Book 19 of Subdivision Maps at Page 82 more particularly described as follows: Commencing at the north west corner of said remainder; thence South 00°43'37" East 1109.94 feet along the west line of said remainder to the Point of Beginning; thence leaving said westerly line North 89°16'23" East 149.55 feet to the beginning of a 500 foot radius curve concave to the south; thence Southeasterly, along said curve, through a central angle of 19°32'29" an arc distance of 170.53 feet; thence tangent to said curve, South 71°11'08" East 65.92 feet to the center of the easterly right of way as described in Document No. 2011-0018742 and east line of said designated remainder; thence South 00°56'44" East 49.94 feet; thence leaving said easterly line North 71°11'08" West 82.80 feet to the beginning of a 453 foot radius curve concave to the south; thence Southwesterly, along said curve, through a central angle of 19°32'29" an arc distance of 154.50 feet; thence tangent to said curve, South 89°16'23" West 70.05 feet to the beginning of a 20 foot radius curve concave to the southeast; thence Southwesterly, along said curve, through a central angle of 90°00'00" an arc distance of 31.42 feet; thence tangent to said curve, South 00°43'37" East 27.03 to the beginning of a 859.50 foot radius curve concave to the west; thence Southwesterly, along said curve, through a central angle of 21°00'37" an arc distance of 315.18 feet to the beginning of a 30 foot radius curve concave to the northeast, thence Southeasterly, along said curve, through a central angle of 90°34'35" an arc distance of 47.43 feet; thence South 19°41'21" West 50.41 feet to the south line of said designated remainder and centerline of Butte House Road; thence North 70°18'39" West 2.46 feet along said south line and centerline to the west line of said remainder; thence North 00°43'37" West 487.44 feet along said west line to the Point of Beginning.

The above described lot contains a combined area of 0.787 acres, more or less.

SUBJECT TO Easements, rights-of-ways, and rights of record.



P.O.C - 5/8" REBAR
RCE 18842 (BK 4 PG. 1 - PM 654)

JAYNE COURT

DOMAIN WAY

DOMAIN ESTATES PHASE 2

QUEENS AVE.

APN 59-530-028
MASS PROPERTIES LLC

DOC NO.
20011-001842

RIGHT-OF-WAY TO BE DEDICATED
0.79 ACRES

APN 59-530-033
WHEELER

LOT B
LLA 14-02
DOC NO.
2014-

APN 59-530-001
KAHLON

5/8" REBAR
RCE 18842 (BK 4 PG. 1 - PM 654)

5/8" REBAR
(BK 6 PG. 86 - PM 1006)

5/8" REBAR
(BK 6 PG. 86 - PM 1006)

M.H.M.
SURVEYORS

SCALE 1"=100'

HARTER PARKWAY

BUTTE HOUSE ROAD



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS N 00°56'44" W THE CENTERLINE OF BLEVIN AS SHOWN IN BOOK 16 OF SURVEYS AT PAGE 23, SUTTER COUNTY RECORDS, SUTTER COUNTY, STATE OF CALIFORNIA. THIS BEARING IS A ROTATION COUNTERCLOCKWISE OF 00°18'47" FROM DOC. NO. 2011-0018742 AND A ROTATION COUNTERCLOCKWISE OF 00°00'16" FROM THE RECORD OF SURVEY FIELD IN BK 14 PG 125 OF SURVEYS.

EXHIBIT "B"

DOMAIN ESTATES PHASE 2
SUBDIVISION MAP SM 04-03 AGREEMENT

This Agreement is made and entered into this ____ day of July, 2014, by and between the SCOTT FAMILY TRUST, Dated November 6, 2000, hereinafter designated “Developer”, and the CITY OF YUBA CITY, a Municipal Corporation, located in the County of Sutter, State of California, hereinafter designated “City”.

WITNESSETH

WHEREAS, Developer has entered into an agreement with Compass Land Development Corporation, a California Corporation (“Compass”) to purchase from Compass, the property located within the City, west of Blevin Road, north of Queens Avenue, APN 59-530-032 as shown in the Subdivision Map 04-03 approved by the City Planning Commission on April 23, 2014 (“Property”); and

WHEREAS, the City Council has approved certain rules and regulations governing the subdividing and developing of land in the City, including the requirements for the installation of necessary improvements affecting the development, all as set forth in Chapter 2 of Title 8 of the Yuba City Municipal Code; and

WHEREAS, pursuant to Subdivision Map 04-03, Developer will be required to construct certain permanent public improvements; and

WHEREAS, in a separate agreement with the City, Compass has agreed to pay City a portion of the costs for improvements to Tuly Parkway and Queens Avenue as required by Subdivision Map 04-03 and to dedicate to City certain land for the future Tuly Parkway and Queens Avenue.

NOW, THEREFORE, the City and Developer mutually agree as follows:

1. City shall approve the final map and allow the recordation of Subdivision Map 04-03 provided all of the conditions and requirements required to be performed by Developer pursuant to this Agreement have been complied with.

2. Prior to approval of the final map, Developer shall pay City **\$369,706.25** for the portion of the costs of improvements to the north side of Queens Avenue and the east side of Tuly Parkway pursuant to Subdivision Map 04-03 that had not been paid by Compass.

3. Developer shall within two (2) years of the date the City approves this agreement for Subdivision Map 04-03 construct or cause to be constructed at its sole cost and expense all of the necessary permanent improvements for the Subdivision Map 04-03, all as specifically described and shown on Drawing No. 5337-D, heretofore approved by the City Engineer and filed in her office on July 1st, 2014, and all in accordance with the applicable provisions of the State of California, Department of Transportation Standard Specifications as amended by special provisions and/or specifications submitted with the improvement plans covering said improvements and as approved by the City Engineer.

4. It is agreed that Developer's payment of **\$369,706.25** as provided in Section 2 of this Agreement, will fulfill its obligations regarding the construction of the required improvements to Tuly Parkway and Queens Avenue and that Developer shall not be obligated to construct the improvements to Tuly Parkway and Queens Avenue.

Notwithstanding the payment of **\$369,706.25** for the construction of the improvements, Developer shall be obligated to dedicate to the City the right of way for the Tuly Parkway and Queens Avenue as shown in Subdivision Map 04-03.

5. Should Developer fail to do, perform and complete said work of improvement and all of the improvements and construction and other obligations called for by the referenced plans and specifications within the period of time heretofore agreed upon and any extension or extensions of said time granted by City hereunder, or in the event delay in the construction or failure or deterioration of any portion of said work or improvements shall in the opinion of the City Engineer endanger property outside the boundaries of the proposed development, City may at its option do, perform, complete, repair, and maintain the same, or any part thereof, and recover the full cost and expense thereof from Developer.

6. In order to guarantee the faithful performance by Developer of this Agreement, Developer shall, prior to recordation of the final map for SM 04-03, present to and file with City, in a form acceptable to the City, good and sufficient improvement security, in the amount or sum of **\$473,000.00**, which sum is hereby agreed to be the sum fixed by the City for that purpose.

7. Developer shall also at the same time present to and file with City, in a form acceptable to the City, a good and sufficient Improvement Security, in the amount or sum of **\$473,000.00**, and by its terms made to inure to the benefit of laborers and materialmen upon such work and improvements conditioned upon the payment of such laborers and materialmen for labor or material performed or rendered under the terms of this Agreement, and for amounts due under the Unemployment Insurance Act with respect to such work or labor as provided by Sections 66499 - 66499.10 of the Government Code of the State of California.

8. Developer shall pay to City concurrently with the execution of this Agreement, a plan check and inspection fee in connection with City's review of the improvement plans for said development in the amount specified on Schedule A attached hereto and by this reference

incorporated herein and made a part hereof. Developer shall further cause to be paid to City those certain utility extension fees delineated on Schedule A attached hereto which shall be paid to City prior to and as a condition precedent to the recordation of the final map for SM 04-03.

9. City agrees to pay to Developer those amounts shown on Schedule B attached hereto and by this reference incorporated herein and made a part hereof at such time and only at such time as City has accepted those improvements to be constructed within the subject development as having been built in accordance with the improvement plans as approved and in accordance with City construction standards. Schedule B represents City's participation and contribution to the aforementioned improvements by reason of the overwidth and oversizing of said improvements which City recognizes will ultimately inure to the overall benefit of City, both in connection with the subject development and in connection with future developments.

10. Developer shall, prior to the commencement of construction of any of the improvements called for by the subject development, take out and at all times maintain during the course of construction thereof and prior to the completion and acceptance of said improvements by City, workers compensation insurance as required by the Labor Code of this State. Developer shall furnish to City, prior to commencing work called for by this Agreement, evidence of such insurance.

11. Should the work called for in this Agreement not be completed within the two (2) years specified in paragraph 1 because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes, or freight embargoes, Developer shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay from the beginning of such delay. If an extension of time is granted, it shall in no way

affect the validity of this Agreement or release the surety on the bonds posted by Developer pursuant to the terms of this Agreement.

12. It is understood and agreed by and between City and Developer that Developer is not an employee of City in connection with the work called for by this Agreement, but is an independent contractor and doing the work called for by this Agreement, and is acting as such and not as an employee of the City.

13. This Agreement is made upon the express condition that the City is to be free from all liability and claim for damages by reason of any injury to any person, including Developer, its agents, servants, or employees, or to any property of any kind by whomsoever belonging, including the Developer, from any cause or causes whatsoever while in, upon or in any way connected with the work to be done in said Agreement, and Developer hereby covenants and agrees to indemnify and save the City, and its officials and employees, harmless from loss or liability, cost or obligation on account of or arising out of such injuries or damages or losses however occurring. The duty of indemnity of the City and its officials and employees by Developer as in this paragraph provided, and as hereinafter stated, shall specifically include a duty to indemnify the City, its officials and employees when the same are concurrently actively negligent with Developer. Developer's obligation to indemnify as hereinabove provided shall not extend to nor embrace indemnification of the City either from its sole negligence or from its willful misconduct, and in the event any loss and/or liability arises either from the sole negligence of City, its officers, agents and/or employees or from the willful misconduct of City, its officers, agents and/or employees, there shall be no obligation to indemnify under those circumstances.

14. Developer agrees to indemnify and save harmless City, its officers, agents and employees from any claims, losses or obligations on account or arising out of the operations of Developer in performing the work of improvements called for by this Agreement which are claimed to cause a nuisance or injury or damage to persons or property owners on nearby land regardless of how such loss or claim might arise and Developer specifically agrees to indemnify and save harmless City, its officers, agents and/or employees and officials from all costs and obligations in connection therewith including attorneys' fees on account of or arising out of any such injury or losses however occurring.

15. In connection with the foregoing, Developer agrees with City to take out comprehensive public liability and property damage insurance in the following amounts: comprehensive liability - \$2,000,000.00 per person, \$2,000,000.00 per occurrence; property damage - \$250,000.00. Developer shall cause City, its officers, agents, and employees to appear as an additional insured under said comprehensive liability policy and shall provide thereunder that City shall be advised of any cancellation of said insurance at least ten (10) days prior to such purported cancellation.

16. Developer shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work called for by this Agreement.

17. All of the improvements called for by the subject improvement plans shall be dedicated and offered to City to constitute City public improvements, and Developer agrees to execute all documents required in order to effect said dedication. Prior to the acceptance thereof by City, City shall determine that said improvements have in fact been constructed and

completed, all in accordance with the applicable plans and specifications, and shall cause notice of acceptance to be filed at such time as City is satisfied that said plans and specifications have been met. Notwithstanding the acceptance of said work and improvements and inspection thereof by City, Developer guarantees that all of said work has been completed in accordance with said plans and specifications and guarantees said work for a period of one (1) year from and after the date of acceptance thereof against all deficiencies or deficient workmanship, and expressly agrees with City to perform or cause to be performed such repairs, additions, or corrective work caused by such deficiencies or omissions for one (1) year from and after said work has been installed, completed, and accepted. For the purposes thereof, Developer expressly agrees that the faithful performance improvement security posted and filed by Developer shall specifically provide by its terms that it shall cover the guarantees and commitments of Developer set forth in this paragraph.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

By _____
MAYOR

SCOTT FAMILY TRUST, DATED NOVEMBER 6, 2000

By _____
DEVELOPER

ATTEST:

CITY CLERK

DOMAIN ESTATES PHASE 2
SUBDIVISION MAP SM 04-03 AGREEMENT
SCHEDULE A

In accordance with the provisions of the Agreement effective July 15, 2014, and any amendments made thereto to which this Schedule A is attached and made a part, and also in accordance with applicable provisions of the Yuba City Municipal Code, it has been determined that the following fees are payable prior to recordation of the final map, and prior to issuance of any building permits for the subject development.

(1)	Plan Check and Inspection Fee 4% of the Engineer's Estimated Costs \$473,000 x 4%	\$18,920.00
(2)	Sewer Extension Fees Tuly Parkway & Queens Ave. (N/A) Developer constructing mains in the remainder of the subdivision	\$0.00
(3)	Sewer Connection Fees (Per Section 6-5.504 Municipal Code) Deferred until application for building permit is filed.	\$0.00
(4)	Water Extension Fees Tuly Parkway & Queens Ave. (N/A) Developer constructing mains in the remainder of the subdivision	\$0.00
(5)	Water Connection Fees (Per Section 6-6.05 Municipal Code) Deferred for each lot until application for building permit is filed.	\$0.00
(6)	Drainage Fees (North West Drainage Study – indexed to April, 2014) \$13,230 per acre \$13,230 * 5.45 Acres	\$72,103.50
(7)	Road Improvement Costs Fees in lieu of constructing portions of Tuly Parkway & Queens Avenue Queens Avenue (north side): 326.5 LF * \$197.50 Tuly Parkway (east side): 1,109.9 LF * \$275.00	\$64,483.75 \$305,222.50

TOTAL FEES PAYABLE

\$460,729.75

Date

CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor Gill & Members of the City Council
From: Fire Department
Presentation By: Peter H. Daley, Fire Chief

Summary

Subject: Fiscal Year 2014-2015 Fire Department Purchases through L.N. Curtis & Sons

Recommendation: Approve the Fire Department's reoccurring purchases over \$50,000 from July 1, 2014 through June 30, 2015, for equipment with L.N. Curtis & Sons, being in the best interest of the City.

Fiscal Impact: Yuba City Fire Department anticipates purchasing over \$50,000 in equipment from L.N. Curtis & Sons over the coming fiscal year.

Purpose: Approve Fire Department sole source and professional services purchases that will exceed \$50,000 during the 2014-2015 fiscal year.

Background:

At the June 24, 2014 meeting, the City's Accounting Manager brought a staff report to the City Council that annually reports all known purchases that will exceed \$50,000 in the upcoming fiscal year. City Council requested the Fire Department's portion of the report be removed and the Department was requested to prepare a follow-up staff report detailing its sole source purchasing through L.N. Curtis.

Analysis:

The Yuba City Fire Department purchases a number of items through L.N. Curtis & Sons. These include protective turnout gear, vehicle extrication equipment, uniforms, gas monitors, nozzles, protective structure gloves, thermal imaging cameras, and firefighting foam. The Fire Department purchases items through L.N. Curtis & Sons in two ways – sole source authorization or following the City's bidding process.

Yuba City Fire Department currently is using Globe turnouts, Hurst vehicle extrication equipment and Bullard thermal imaging cameras. L.N. Curtis & Sons is the exclusive distributor for those manufacturer's products in the State of California. If you contact other authorized distributors of these products, they will direct you to L.N. Curtis & Sons. Due to the exclusivity of their distributorship of the above-mentioned products in our region, the Fire Department has requested and the Finance Department has approved sole source authorizations to purchase said products from L. N. Curtis & Sons.

The Fire Department is just completing a year-long process to rewrite the specifications used for protective turnouts. Two manufacturers are currently being evaluated through this process – Globe and Morning Pride. Based upon the selection process, L.N. Curtis & Sons could, due to their exclusive distributorship of Globe products, be selected to provide our Department with new turnouts. The City Council approved \$55,000 in the new 2014-2015 budget to purchase approximately 33 sets of turnouts meeting new safety specifications.

Fiscal Impact:

The Yuba City Fire Department anticipates purchasing over \$50,000 in equipment from L.N. Curtis & Sons over the upcoming fiscal year, based upon their sole source distributorships and previous formal bidding successes. Our Department adheres to the City's purchasing policy and procedures to assure that we are getting the best price for the products we are seeking.

Alternatives:

The nature of the exclusive distributor relationships that L.N. Curtis & Sons has with certain manufacturers limits our ability to seek competing bids on those items.

Recommendation:

Approve the Fire Department's reoccurring purchases over \$50,000 from July 1, 2014 through June 30, 2015, for equipment with L.N. Curtis & Sons, being in the best interest of the City.

Prepared By:

Submitted By:

/s/ Peter H. Daley

/s/ Steven C. Kroeger

Peter H. Daley
Fire Chief

Steven C. Kroeger
City Manager

Reviewed By:

Finance

RB

City Attorney

TH

PHD/wef

CITY OF YUBA CITY
STAFF REPORT

Date: July 15, 2014
To: Honorable Mayor & Members of the City Council
From: Administration
Presentation By: Steven C. Kroeger, City Manager

Summary

Subject: City Council Protocols - Rules of Conduct and Decorum
Recommendation: Adopt a Resolution Establishing and Confirming Conduct and Decorum Protocols and Procedures
Fiscal Impact: None.

Purpose:

To define the City Council's expectations of interaction and communication between Council, staff, and the public.

Background:

In May 1991, the City Council adopted Ordinance No. 06-91 Adopting and Establishing Rules for the Conduct of its Meetings, Proceedings, and Business. This Ordinance defines the procedures and conduct in respect to the business of City Council Meetings, Agendas, Rules of Conduct, and Rules of Decorum.

In October 2005, the City Council adopted Ordinance No. 013-05 Repealing and Reenacting the Municipal Code Regarding the position of City Manager. This Ordinance essentially serves as the job description for the City Manager.

In August 2005, the City Council adopted Resolution No. 05-171 Establishing a Code of Ethics for Members of Council, Boards and Commission. The Code of Ethics establishes a framework for day-to-day actions and decision making by members of the Council.

During the City Council's goal setting session earlier this year, the City Council expressed an interest in having staff evaluate the current policies and procedures for possible updating.

Analysis:

The above ordinances and resolution provide the basic management structure and behavior standards under which the City operates.

The proposed Protocols restate the Roles and Responsibilities of the Mayor, City Council and City Manager and overall Rules of Decorum during Council meetings, and memorialize current practices.

Language has been added regarding use of Staff Resources and Requests for Research or Information to clarify and state current practices. A section regarding Resolutions and Presentations/Proclamations has been added as these topics are not covered in the current ordinances or resolution.

Fiscal Impact:

None.

Alternatives:

- 1) Adopt with amendments
- 2) Do not adopt

Recommendation:

Adopt a Resolution Establishing and Confirming Conduct and Decorum Protocols and Procedures

Attachments:

- *Resolution: Establishing and Confirming Attached Protocols and Procedures for the Rules of Conduct and Decorum*
- *City Council Protocols: Rules of Conduct and Decorum*

Prepared by:

Submitted by:

/s/ Terrel Locke

Terrel Locke
Assistant to the City Manager

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

City Attorney

TH

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ESTABLISHING AND CONFIRMING ATTACHED PROTOCOLS AND PROCEDURES
FOR RULES OF CONDUCT AND DECORUM**

WHEREAS, on May 20, 1991, the City Council adopted Ordinance No. 06-91 Adopting and Establishing Rules for the Conduct of its Meetings, Proceedings, and Business; and

WHEREAS, on October 18, 2005, the City Council adopted Ordinance No. 013-05 Repealing and Reenacting Title 2 Chapter 2 of the Municipal Code Regarding the position of City Manager; and

WHEREAS, on August 16, 2005, the City Council adopted Resolution No. 05-171 Establishing a Code of Ethics for Members of the Council, Board and Commission; and

WHEREAS, citizens and businesses of Yuba City are entitled to have fair, ethical and accountable local government; and

WHEREAS, The City Council desires to contribute to the welfare of its citizens and respects the rights of all constituents affected by its operations by further defining the City's expectations of interaction and communication between Council, staff, and the public.

NOW THEREFORE BE IT RESOLVED AND ORDERED, by the City Council of the City of Yuba City, adopts and confirms the attached Protocols for the Rules of Conduct and Decorum.

The forgoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a special meeting thereof held on the 15TH day of July 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

City of Yuba City
CITY COUNCIL PROTOCOLS
Rules of Conduct and Decorum

PURPOSE

The citizens and businesses of Yuba City are entitled to have fair, ethical and accountable local government. The following protocols are intended to define the City's expectations of interaction and communication between Council, staff, and the public. These guidelines define rules of behavior that guide the decisions, procedures and systems of the City in a way that contributes to the welfare of its citizens and respects the rights of all constituents affected by its operations.

ROLES AND RESPONSIBILITIES

The City of Yuba City has a Council/City Manager form of government. As described in the California Government Code Sections 34851-34859, certain responsibilities are vested in the City Council and City Manager. This form of government prescribes that a City Council's role is that of a legislative policy-making body which determines not only the local laws that regulate community life, but also what public policy gives direction to the City Manager to administer the affairs of the city government in a businesslike and prudent manner.

Role of the Mayor

Presiding Officer. The Mayor serves as the presiding officer and serves as Chair at all meetings of the City Council. In this role, the Mayor is responsible for maintaining the order and decorum of meetings. The presiding office shall also maintain control of communications between councilmembers and between the City Council and the public. The Mayor may participate in all discussion of the Council in the same manner as any other member. The Mayor does not possess any power of veto. The Mayor may make or second any motion. The Mayor acts as the signatory to all documents requiring Council execution. The Mayor is the spokesperson for the Council.

Ceremonial Representative. It is the responsibility of the Mayor to act as the City Council's ceremonial representative at public events and functions. The Mayor may assign the Vice Mayor or Councilmember to represent the City in the Mayor's absence.

Role of the Vice Mayor

In the absence of the Mayor, the Vice Mayor shall possess and perform the powers and duties of the Mayor.

Mayor/Vice Mayor Selection and Rotation

The Mayor and Vice Mayor are elected among and by the presiding City Council. Annual selection of Mayor and Vice Mayor usually occurs in the November/December timeframe.

Role of Councilmembers

City Councilmembers are collectively responsible for establishing policy, adopting the annual budget, and providing priorities and goals to the City Manager. Councilmembers shall request the floor from the presiding officer before speaking. The following briefly outlines a generic list of various duties of City Councilmembers:

1. Establish Policy

2. Enact Local Laws
3. Supervise Appointed Officials
4. Provide Public Leadership

The City Council is responsible for appointing two positions within the City organization: the City Manager and City Attorney.

City Manager

The City Manager serves at the pleasure of the City Council. The City Manager's duty is to direct the daily operations of city government, to prepare and monitor the budget, and to implement the policies and programs initiated by the City Council. Council policy provides direction to the City Manager; no individual Councilmember shall give orders to the City Manager. The City Manager is responsible to the City Council and directs and coordinates all city operations. The City Manager is responsible for appointing department directors and other personnel positions. The City Council authorizes positions through the budget process; based upon that authorization, the City Manager makes appointments.

City Attorney

The City Attorney represents the City and the City Council in litigation against the City and provides advice and counsel on all matters before the Council. The City Attorney is a contracted position.

Use of Public Resources

Councilmembers shall not use public resources, such as staff time, equipment, supplies or facilities for private gain or personal services.

Staff Resources - Requests for Research or Information

The City Manager is the liaison between the Council and City staff and determines the protocol for the relationship between Councilmembers and staff. Information requested of the City Manager by Councilmembers will be copied to all members of the Council so that each member may be equally informed. Requests for new research or policy direction will be brought to the full Council at a regular or special meeting for consideration.

There are limited restrictions when information cannot be provided. The City is legally bound not to release certain confidential personnel information. Likewise, certain aspects of police department affairs may not be available to members of the City Council.

Councilmembers assigned to committees will observe the City Council Protocols regarding staff assignment of duties. Only the City Manager will assign staff to committees for the purposes of administrative services, to attend committee meetings, and to assist with committee presentations to the City Council.

Staff Relations

Councilmembers deal with the administrative operations of the City only through the City Manager and no member shall give orders to any subordinates of the Council, excepting the City Council's relations with the City Attorney.

Councilmembers shall not publically criticize or censure any staff member of the City and instead relay any criticism of a staff member privately through the City Manager.

Media Relations

The City Council maintains open lines of communication with the media providing any City Councilmember an ability to speak with the media on issues. It is recommended that Councilmembers advise the City Manager when media contact occurs.

CITY COUNCIL MEETINGS

The City Manager sets the agenda. Councilmembers will endeavor to submit questions to the City Manager on Council Agenda items ahead of the meeting so that staff can be prepared to respond at the Council meeting. Any clarification or technical questions that can be readily answered should be handled before the meeting. The City Manager will respond to the entire Council so that everyone is provided the equal information.

Resolutions

The City Council is sometimes requested to take action on matters which lie outside the scope of its jurisdiction. There being better and more appropriate avenues of communication between citizens and other governmental entities, the City Council desires to restrict its own deliberation to problems which most immediately affect the government of the City of Yuba City.

Presentations/Proclamations

Proclamations are typically issued by the Mayor to recognize the importance of a community event, significant achievements by a community member or to signal Yuba City's role in significant national events. Proclamations may be read at City Council meetings or at the community event being recognized, depending on the schedule of the Mayor. For reading of a proclamation at a City Council meeting, the recipient or representative must be in attendance.

Rules of Decorum

While the Council is in session, Council members will preserve order and decorum, and a member will neither by conversation or otherwise delay or interrupt the proceedings or the peace of the Council nor disturb a member while speaking or refuse to obey the orders of the presiding officer.

Councilmembers shall accord the utmost courtesy to each other. City employees and the public appearing before the City Council and shall refrain at all times from rude and derogatory remarks, public criticism of staff, remarks as to integrity, abusive comments and statements as to motives and personalities.

FAILURE TO OBSERVE COUNCIL PROTOCOLS

The Mayor and City Council recognize that they and staff must self-regulate each other with respect to adhering to protocols. The Mayor, in consultation with the City Manager and City Attorney, will be responsible for meeting with a member of the Council who violates any of the above provisions. The

Vice Mayor, in consultation with the City Manager and City Attorney, will be responsible for meeting with the Mayor in the event of any violations. Any member of the City Council may seek to have a member of the City Council censured at a regular meeting.

These protocols are adopted to expedite the transaction of the business of the Council in an orderly fashion and are procedural only and the failure to strictly observe such rules does not affect the jurisdiction of the Council or invalidate action taken at a meeting that is otherwise held in conformity with law.

###

References:

- *Ordinance No. 06-91 - Adopting and Establishing Rules for the Conduct of its Meeting, Proceedings and Business*
- *Ordinance No. 013-05 - Position of City Manager*
- *Resolution No. 05-171 – Establishing a Code of Ethics for Members of Council, Boards and Commissions*

ORDINANCE NO. 06-91ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADOPTING AND ESTABLISHING RULES FOR THE
CONDUCT OF ITS MEETING, PROCEEDINGS AND BUSINESS

THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES ORDAIN AS
FOLLOWS:

Chapter 1 of Title 2 of the Yuba City Municipal Code entitled "Council" as presently constituted is hereby repealed in its entirety. In its place there is hereby adopted and added to Title 2 of the Yuba City Municipal Code a new Chapter 1 entitled "Rules and Regulations Governing the Conduct of Council Meetings, Proceedings and Business" and as so added shall read as follows:

Section 2-1.01. Meetings

(a) Regular Meetings. Regular meetings of the Council shall be held without notice on the first and third Tuesdays of each month. The meetings shall commence at 7:30 p.m. in the Council Chambers in the City Hall of the City of Yuba City located at 1201 Civic Center Boulevard, Yuba City, California or at such other place as the Council may, from time to time, prescribe. In the event a Tuesday falls upon a legal holiday, the regular meeting which otherwise would have occurred on that date shall be held on the first business day thereafter at 7:30 p.m. In the event that Christmas Eve and/or New Years Eve falls on a Tuesday the regular meeting, which otherwise would have occurred on that day, shall be held on the first business day which is not a holiday thereafter at 7:30 p.m.

(b) Special Meetings. Special meetings of the Council may be called at any time by the Mayor or by a majority of the members of the Council by delivering personally or by mail written notice to each member of the Council and to each local newspaper of general circulation and to any radio or television that has submitted a written request of the City Clerk for such notification. Such notice must be delivered personally or by mail at least 24 hours before the time of such meeting specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at the meeting. Written notice may be dispensed with for any member who at or prior to the time the meeting convenes files with the City Clerk a written waiver of notice. The waiver may be given by telegram or fax. Written notice shall be dispensed with for any member who is actually present at the meeting at the time it convenes.

(c) Adjournment/Adjourned Meetings. The Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. If a quorum is not present, less than a quorum may so adjourn. If all members are absent from any regular or adjourned regular meeting the City Clerk may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be delivered personally to each Council member at least three (3) hours before the adjourned meeting. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within twenty-four (24) hours after the time of adjournment. When a regular or

adjourned regular meeting is adjourned as provided in this section the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings.

(d) Emergency Meetings. The notice requirement for a special meeting may be dispensed with under the following emergency conditions:

1. Work stoppage or other activity which severely impairs public health, safety, or both, as determined by a majority of the Council.
2. A crippling disaster which impairs public health, safety, or both, as determined by a majority of the Council.

(e) Closed Sessions. The Council may hold closed sessions during a regular or special meeting, or at any time otherwise authorized by law, to consider or hear any matter which it is authorized by state law to hear or consider in closed session, and may exclude from any such closed session any person or persons which it is authorized by state law to exclude from such closed sessions.

(f) Cancellation. Any meeting of the Council may be cancelled in advance by a majority vote of the Council. The Mayor may cancel a meeting in the case of an emergency or when a majority of members have confirmed in writing their unavailability to attend a meeting.

(g) Chair. The Mayor shall preside over all Council meetings. In his/her absence, the Mayor Pro Tempore shall serve as presiding officer. The Council shall choose one of its members to serve as Mayor and one of its members to serve as Vice Mayor. The Mayor and Vice Mayor shall be selected and seated in the manner following:

In an election year in which Council members are elected, the Mayor and Vice Mayor shall be selected and seated at such time as the election results for Council members so elected have been canvassed and certified to the Council and those results so declared by the Council. The Mayor and Mayor Pro Tempore so selected and seated at that time shall hold their respective offices until the first regular City Council meeting following the first Tuesday of the month in the year following the year in which they were selected and seated. The Mayor shall preserve strict order and decorum at all regular and special meetings of the Council. The Mayor shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order subject, however, to an appeal to the Council in which event a majority vote of the Council shall govern and conclusively determine such question of order. The Mayor shall vote on all questions, his name being called last.

(h) Attendance by the Public. Except as specifically provided by law for closed sessions, all meetings of the Council shall be open and public. All persons desiring to attend shall be permitted to attend any meeting. In the event any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by removal of the offending individual or individuals, the Council may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered during such session. Representatives of the press, unless participants in the disturbance, shall be allowed to attend such session, and nothing shall prohibit the Council from readmitting individuals not responsible for the disturbance.

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Section 2-1.02. Order of Business

The business of the Council, at its meetings, shall be conducted in accordance with the following order of business.

- (a) CALL TO ORDER AND ROLL CALL;
- (b) PLEDGE OF ALLEGIANCE/INVOCATION;
- (c) PRESENTATIONS/PROCLAMATIONS;
- (d) WRITTEN COMMUNICATION;
- (e) PUBLIC HEARINGS;
- (f) BID OPENING;
- (g) ORDINANCES - INTRODUCTION AND ADOPTION;
- (h) APPEARANCE OF INTERESTED CITIZENS AND/OR REQUESTS BY THE PUBLIC;

(i) CONSENT CALENDAR: The consent calendar groups together those matters which are considered to be noncontroversial and which require only routine action by the Council. Adoption of the consent calendar may be made by one motion only and by the roll call vote of the Council; provided, however, the chair shall first advise the persons in attendance that the consent calendar matters will be adopted in toto by one action of the Council unless any Council member, any member, any individual or organization interested in one or more consent calendar matters has any question or wishes to make a statement. In that event, the chair may defer action on the particular matter or matters, and the Council shall consider those matters separately;

- (j) REPORTS AND MISCELLANEOUS;
- (k) BUSINESS FROM THE COUNCIL; and
- (l) ADJOURNMENT.

Section 2-1.03. Agenda/Posting - Action on Other Matters

The City Administrator shall cause to be prepared an agenda of the Council meeting which agenda shall be prepared in accordance with the order of business as provided for in Section 2-1.02 above. A copy of said agenda shall be furnished to each member of the Council, the City Clerk and the City Attorney at least twenty-four (24) hours prior to the Council meeting.

At least seventy-two (72) hours before a regular meeting the City Administrator or his designee shall post the agenda which shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. No action shall be taken on any item not appearing on the posted agenda.

Notwithstanding the above, the Council may take action on items of business not appearing on the posted agenda under any of the following conditions:

1. Upon a determination by a majority vote of the Council that an emergency situation exists as defined in the public meeting law (Section 54956.2(b)(1) Government Code);

2. Upon a determination by a two-thirds vote of the Council or if less than two-thirds of the Council members are present, a unanimous vote of those members present that the need to take action arose subsequent to the agenda being posted; and

3. The item was posted as herein before required for a prior meeting of the Council occurring not more than five (5) calendar days prior to the date action is taken on the item and at the prior meeting the item was continued to the meeting at which action is being taken.

Section 2-1.04. Rules of Conduct.

Business shall be brought before the Council by motion in accordance with the following standards of conduct:

(a) Obtaining the Floor. Any member of the Council wishing to speak must first obtain the floor by being recognized by the chair. The chair must recognize any Council member who seeks the floor when appropriately entitled to do so.

(b) Motions. The Mayor or any member of the Council may bring a matter of business before the Council by making a motion. Before the matter can be considered or debated it must be seconded. Once the motion has been properly made and seconded, the chair shall open the matter for debate offering the first opportunity to debate to the moving party and, thereafter, to any Council member properly recognized by the chair. Once the matter has been fully debated and the chair calls for a vote, no further debate will be allowed, provided however, Council members may be allowed to explain their vote.

(c) Voting. All Council members present at a meeting when a question comes up for a vote, shall vote for or against the measure unless he/she is disqualified from voting and abstains because of such disqualification. If the vote is a voice vote, the chair shall declare the result and note for the record all "aye" votes and all "no" votes. The Council may also vote by roll call vote, ballot or voting machine. Regardless of the manner of voting, the results reflecting all "ayes" and "noes" must be clearly set forth for the record.

(d) Procedural Rules of Order. Once the main motion is properly placed on the floor, several related motions may be employed in addressing the main motion. These motions take precedence over the main motion, and if properly made and seconded, must be disposed of before the main motion can be acted upon. The following motions are appropriate and may be made by the Mayor or any Council member at any appropriate time during the discussion of the main motion. They are listed in order of precedence. The first three subsidiary motions are non-debatable; the last four are debatable. All subsidiary motions require a simple majority vote for passage.

SUBSIDIARY MOTIONS

1. Lay on the Table. Any Council members, including the Mayor, may move to lay the matter under discussion on the table. This motion temporarily suspends any further discussion of the pending motion without setting a time certain to resume debate. It must be moved and seconded and passed by a majority vote. In order to bring the matter back before the Council, a member must move that the matter be taken from the table,

seconded and passed. A motion to take from the table must be made at the same meeting at which it was placed on the table or at the next regular meeting of the Council. Otherwise, the motion that was tabled dies, although it can be raised later as a new motion.

2. Move the Previous Question. Any Council member may move to immediately bring the question being debated by the Council to a vote, suspending any further debate.

3. Limit or Extend Limits of Debate. Any Council member may move to put limits on the length of debate.

4. Postpone to a Time Certain. Any Council member may move to postpone the pending question to a time certain. This motion continues the pending main motion to a future date as determined by the Council at the time the motion is passed.

5. Commit or Refer. Any Council member may move that the matter being discussed should be referred to a committee or commission for further study. The motion may contain directions for the committee or commission, as well as, a date upon which the matter will be returned to the Council's agenda. If no date is set for returning the item to the Council agenda, any Council member may move, at any time, to require the time be returned to the agenda.

6. Amend. Any Council member may amend the main motion or any amendment made to the main motion. Before the main motion may be acted upon, all amendments and amendments to amendments must first be acted upon. An amendment must be related to the main motion or amendment to which it is directed. Any amendment which substitutes a new motion rather than amending the existing motion is out of order and may be so declared by the chair.

7. Postpone Indefinitely. Any Council member may move to postpone indefinitely the motion on the floor, thus avoiding a direct vote on the pending motion and suspending any further action on the matter.

MOTIONS OF PRIVILEGE, ORDER AND CONVENIENCE

The following actions by the Council are to insure orderly conduct of meetings and for the convenience of the Mayor and Council members. These motions take precedence over any pending main or subsidiary motion and may or may not be debated as noted.

1. Call for Orders of the Day. Any Council member may demand that the agenda be followed in the order stated therein. No second is required and the chair must comply unless the Council, by vote, sets aside the orders of the day.

2. Question of Privilege. Any Council member, at any time during the meeting, may make a request of the chair to accommodate the needs of the Council or his/her personal needs for such things as reducing noise, adjusting air conditioning, ventilation, lighting, etc. Admissibility of question is ruled on by the chair.

3. Recess. Any Council member may move for a recess. The motion must be seconded and a majority vote is required for passage. The motion is debatable.

4. Adjourn. Any Council member may move to adjourn at any time, even if there is business pending. The motion must be seconded and a majority vote is required for passage. The motion is not debatable.

5. Point of Order. Any Council member may require the chair to enforce the rules of the Council by raising a point of order. The point of order shall be ruled upon by the chair.

6. Appeal. Should any Council member be dissatisfied with a ruling from the chair, he/she may move to appeal the ruling to the full Council. The motion must be seconded to put it before the Council. A majority vote in the negative or a tie vote sustains the ruling of the chair. The motion is debatable and the chair may participate in the debate.

7. Suspend the Rules. Any Council member may move to suspend the rules if necessary to accomplish a matter that would otherwise violate the rules. The motion requires a second and a majority vote for passage.

8. Division of Question. Any Council member may move to divide the subject matter of a motion which is made up of several parts in order to vote separately on each part. The motion requires a second and a majority vote for passage. This motion may also be applied to complex ordinances or resolutions.

9. Reconsider. Except for votes regarding matters which are quasi-judicial in nature or matters which require a noticed public hearing, the Council may reconsider any vote taken at the same session, but no later than the same or next calendar day, to correct inadvertent or precipitant errors, or consider new information not available at the time of the vote. The motion to reconsider must be seconded and requires a majority vote for passage, regardless of the vote required to adopt the motion being reconsidered. If the motion to reconsider is successful, the matter to be reconsidered takes no special precedence over other pending matters and any special voting requirements related thereto still apply. Except pursuant to a motion to reconsider, once a matter has been determined and voted upon, the same matter cannot be brought up again at the same meeting.

10. Rescind, Repeal or Annul. The Council may rescind, repeal or annul any prior action taken with reference to any legislative matter so long as the action to rescind, repeal or annul complies with all the rules applicable to the initial adoption, including any special voting or notice requirements or unless otherwise specified by law.

(e) Authority of the Chair. Subject to appeal, the chair shall have the authority to prevent the misuse of the legitimate form of motions, or the abuse of privilege of renewing certain motions, to obstruct the business of the Council by ruling such motions out of order. In so ruling, the chair shall be courteous and fair and should presume that the moving party is making the motion in good faith.

(f) Public Hearings. Matters which are required to be heard at a noticed public hearing shall be conducted in the following manner.

1. Time for Consideration. Matters noticed to be heard by the Council shall be heard at the meeting specified and shall commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and shall continue until the same has been completed or until other disposition of the matter has been made.

2. Continuance of Hearings. Any hearing being held or noticed or ordered to be held by the Council at any meeting of the Council may, by order or notice of continuance, be continued or re-continued to any subsequent meeting in the manner provided herein for adjourned meetings; provided, that if the hearing is continued to a time less than twenty-four (24) hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or notice of continuance was adopted or made.

3. Public Discussion at Hearings. When a matter for public hearing comes before the Council, the Mayor shall open the public hearing. Upon opening the public hearing and before any motion is adopted related to the merits of the issue to be heard, the Mayor shall inquire if there are any persons present who desire to speak on the matter which is to be heard or to present evidence respecting the matter. Any person desiring to speak or present evidence shall make his/her presence known to the Mayor and upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor. Members of the Council who wish to ask questions of the speakers or each other, during the public hearing portion may do so but only after first being recognized by the Mayor. The Mayor shall conduct the meeting in such a manner as to afford due process.

All persons interested in the matter being heard by Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented shall be retained by the City Clerk and made a part of the Clerk's record. Time limits may be established by the Council, limiting the duration of presentations as set forth herein. No person shall be permitted during the hearing to speak about matters or present evidence which are not germane to the matter being considered. A determination of relevance of such matters shall be made by the Mayor but may be appealed as set forth here and before.

4. Consideration of Question by Council. After all members of the public desiring to speak upon the subject of the hearing have been given an opportunity to do so, the public hearing shall be closed by the Mayor and the Council may consider what disposition they wish to make of the question or questions presented at the hearing. No member of the public shall be allowed, without consent of the Mayor, to speak further on the question during this period of deliberation, although the Council members may ask questions of the speakers if so desired. At the conclusion of the Council discussion, an appropriate motion having been made and seconded, the Council shall vote on the matter.

5. Reports and Resolutions. All committee reports together with all resolutions shall be filed with the City Clerk and shall be entered in the minutes. Minutes of prior Council meetings need not be read nor a synopsis of said minutes provided the City Clerk has previously furnished to each Councilmember a complete copy of said minutes.

Section 2.1.05. Rules of Decorum.

While the Council is in session, the chair shall preserve order and decorum. No person in attendance shall either by conversation or otherwise delay or interrupt the proceedings or the peace of the Council or disturb either any Council member or any

member of the public while speaking nor refuse to obey the orders of the Council of the presiding officer except as otherwise provided. Any person making personal, impertinent or slanderous remarks or who shall become boisterous while addressing the Council shall be forthwith by the presiding officer barred from further audience before the Council unless permission to continue shall be granted by a majority vote of the Council. All persons addressing the Council shall step to the designated podium and shall give his/her name and address in an audible tone of voice for the record. All remarks shall be addressed to the Council as a body and not to any member thereof. No person other than the Council and the person having the floor shall be permitted to enter into any discussion either directly or through a member of the Council without the permission of the chair. No question shall be asked a Council person except through the chair. Every person in attendance desiring to speak shall address the chair and, upon recognition by the chair, shall confine himself/herself to the question under debate avoiding all personalities and indecorous language. Any person in attendance, once recognized by the chair, shall not be interrupted when speaking unless it shall be to call him/her to order or as otherwise here and before provided. If a person, while speaking, shall be called to order he/she shall cease speaking until the question of order shall be determined and if in order he/she shall be permitted to proceed. A Council person may request, through the chair, the privilege of having a written abstract of his/her statement on any subject under consideration by the Council entered in the minutes. If the Council consents thereto, such statement shall be entered in the minutes.

Section 2-1.06. Approval of Legislation and Contract.

(a) Preparation of Ordinances. All ordinances shall be prepared or approved as to the form by the City Attorney. No ordinance shall be prepared for presentation to the Council unless ordered by a majority vote of the Council or requested in writing by the City Administrator or his/her designee.

(b) Prior approval. All ordinances and contract documents shall, before presentation to the Council, have been approved as to form and legality by the City Attorney or his authorized representative and shall have been examined and approved for the administration by the City Administrator or his authorized representative when there are substantive matters of administration involved.

(c) Introducing for passage or approval. Ordinances, resolutions, and other matters or subjects requiring action by the Council shall be introduced and sponsored by a member of the Council; provided, however, the Mayor, City Administrator or his/her designee, or City Attorney may present ordinances, resolutions, and other matters or subjects to the Council, and any Council member may assume sponsorship thereof by moving that such ordinances, resolutions, matters, or subjects be adopted; otherwise, they shall not be considered.

Section 2-1.07. Compensation of Council members and Reimbursement for Expenses

Pursuant to the express provisions of Government Code § 36514.5, City Council members shall be reimbursed for actual and necessary expenses incurred in the performance of their official duties.

The compensation of City Council members is fixed pursuant to the express statutory authority in Government Code Section 36516. The compensation paid to members of the City Council shall be set at a salary of Three Hundred and no/100ths (\$300.00) Dollars per month.

Any amount paid by the City to Council members for retirement, health and welfare benefits, shall not be included for purposes of determining the salary herein, provided the same benefits are available and paid by City for its employees.

Section 2

All ordinances, resolutions and/or statements of policy inconsistent with this ordinance or any of its provisions are hereby superseded and repealed.

Section 3

The change in the regular meeting date as herein fixed by this ordinance from the first and third Mondays of each month at 7:30 p.m. to the first and third Tuesdays of each month at the same time shall become effective commencing with the first meeting in July 1991 so that the first regular meeting of the Council in July of 1991 shall be held on the 2nd day of July 1991.

Section 4

This ordinance, following its adoption, shall be published as provided for by law and by its terms herein, shall become effective on the first day of July 1991 and shall thereafter remain in full force and effect unless otherwise changed by appropriate amending ordinance.

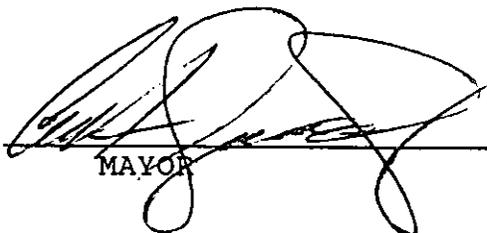
Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 6th day of May, 1991, and passed and adopted at a regular meeting thereof on the 20th day of May, 1991.

AYES: Councilwoman Cartoscelli, Councilmen Barkhouse and Grilione.

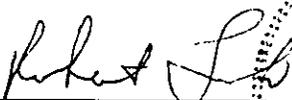
NOES: Councilman Nelson and Mayor Pappageorge.

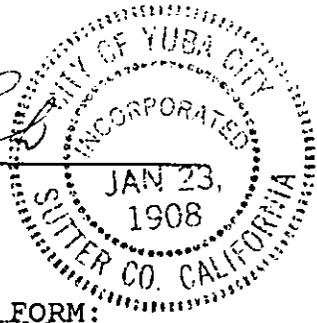
ABSENT: None.

ATTEST:

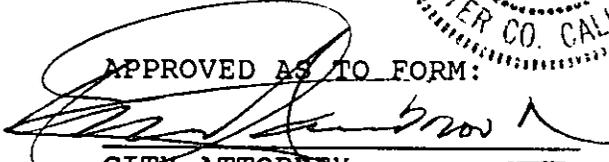

MAYOR

ATTEST:


CITY CLERK



APPROVED AS TO FORM:


CITY ATTORNEY

ORDINANCE NO. 013-05

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
YUBA CITY REPEALING TITLE 2 CHAPTER 2 OF THE YUBA CITY
MUNICIPAL CODE
AND RE-ENACTING TITLE 2 CHAPTER 2 REGARDING THE
POSITION OF CITY MANAGER**

THE CITY COUNCIL OF THE CITY OF YUBA CITY DOES HEREBY ORDAIN
AS FOLLOWS:

Section 1. Chapter 2 of Title 2 of the Yuba City Municipal Code is hereby repealed.

Section 2. Chapter 2 of Title 2 is hereby added to the Yuba City Municipal Code to read as follows:

Chapter 2

CITY MANAGER

Sections:

2-2.01	Position Created
2-2.02	References to Administrator
2-2.03	Eligibility
2-2.04	Residence
2-2.05	Compensation
2-2.06	Expense Allowance
2-2.07	Powers and Duties
2-2.08	Relations with City Council
2-2.09	Department Cooperation
2-2.10	Attendance at Commission Meetings
2-2.11	Removal
2-2.12	Agreements with Council Not Limited

Section 2-2.01 Position Created. The office of the City Manager is created and established. The City Manager shall be appointed by the City Council wholly on the basis of his or her administrative and executive ability and qualifications and shall hold office at the pleasure of the City Council.

Section 2-2.02 References to Administrator. Whenever the words "Administrator" or "City Administrator" appear in existing ordinances, they shall be deemed to mean and refer to the City Manager, and all ordinances not expressly repealed by this ordinance and not inconsistent with the provisions of this ordinance, referring to or respecting the rights, duties, powers and obligations of the Administrator, are continued in full force and effect.

Section 2-2.03 Eligibility. No person elected as a member of the City Council of the City of Yuba City shall, subsequent to such election, be eligible for appointment as City Manager until one year has elapsed after such City Council member shall have ceased to be a member of the City Council.

Section 2-2.04 Residence. Residence in the City at the time of appointment of a City Manager shall not be required as a condition of the appointment.

Section 2-2.05 Compensation. The City Manager shall receive such salary and benefits as set forth in an employment agreement between the City Council and City Manager.

Section 2-2.06 Expense Allowance. The City Manager shall be reimbursed for all actual and necessary expenses incurred when traveling on business pertaining to the City.

Section 2-2.07 Powers and Duties. The City Manager shall be the administrative head of the government of the City under the direction and control of the City Council, except as otherwise provided in this chapter, by law or by direction of the City Council. The City Manager shall be responsible for the efficient administration of all the affairs of the City that are under his or her control. In addition to the general powers as administrative head, the City Manager shall have the following specific duties, responsibilities and powers:

- A. To enforce all laws and ordinances of the City and to see that all franchises, contracts, permits and privileges granted by the City Council are faithfully observed;
- B. To control, order and give directions to all heads of departments and to subordinate officers and employees of the City under his or her jurisdiction through their department heads;
- C. To appoint, promote, demote, remove and grant severance packages in an amount authorized by the City Council for all officers and employees of the City, excepting elective officers and the City Attorney;
- D. To establish an organizational structure of offices, departments, positions and units within the City as may be indicated in the interest of efficient, effective and economical conduct of the City's business;
- E. To recommend to the City Council the adoption of such ordinances and resolutions as deemed necessary or appropriate;
- F. To attend all meetings of the City Council or provide for a designated representative;
- G. To prepare and submit the proposed annual budget to the City Council for its approval;

- H. To be responsible for purchasing pursuant to the provisions of Title 2, Chapter 6 of the Yuba City Municipal Code for all the departments of the City;
- I. To approve agreements for contractual services as defined in Title 2, Chapter 6 of the Yuba City Municipal Code and in accordance with administrative policies adopted by the City Council, which shall, among other things, establish the maximum compensation that may be provided for in any such agreement;
- J. To investigate, when necessary, the affairs of the City and any department or division thereof and any contract obligation of the City; further, it shall be the duty of the City Manager to investigate all complaints in relation to matters concerning the administration of the City government and in regard to the service maintained by public utilities in the City;
- K. To exercise general supervision over all public buildings, public parks and all other public properties which are under the control and jurisdiction of the City Council;
- L. To perform such other duties and exercise such other powers as may be delegated to the City Manager from time to time by ordinance or resolution or other official action of the City Council.

Section 2-2.08 Relations with City Council. The City Council and its members shall deal with the administrative services of the City only through the City Manager and neither the City Council nor any member thereof shall give orders to any subordinates of the City Manager, except that this limitation and prohibition does not apply to the City Council's relations with the City Attorney. No individual Councilmember shall give any orders or instructions to the City Manager. The City Council shall instruct the City Manager in matters of policy. Any action, determination or omission of the City Manager shall be subject to review by the City Council.

Section 2-2.09 Department Cooperation. It shall be the duty of all subordinate officers and the City Attorney to assist the City Manager in administering the affairs of the City efficiently, economically and harmoniously.

Section 2-2.10 Attendance at Commission Meetings. The City Manager may attend any and all meetings of the Planning Commission, and any other commission, board or committee created by the City Council, upon his or her own volition or upon direction of the City Council. At such meetings which the City Manager attends, he or she shall be heard by such commission, board or committee as to all matters upon which he or she wishes to address the members thereof. The City Manager shall inform such members as to the status of any matter being considered by the City Council, and he or she shall cooperate to the fullest extent with the members of all commissions, boards or committees appointed by the City Council.

Section 2-2.11 Removal. The City Manager may be removed from his or her position in accordance with this section.

- A. The City Manager shall at all times serve at the pleasure of the City Council and, subject to the provisions below, may be removed from office at any time with a three-fifths vote of the City Council, with or without cause;
- B. The removal of the City Manager shall be effected only by the City Council and shall be done in accordance with all applicable laws and ordinances and in compliance with the City Manager's employment agreement.
- C. The City Manager shall not be removed from office, nor shall notice of removal be determined, during or within a period of ninety days next succeeding any municipal election held in the City at which a member of the City Council is elected. The purpose of this provision is to allow any newly elected member to the City Council or a reorganized City Council to observe the actions and ability of the City Manager in the performance of the office of City Manager.

Section 2-2.12 Agreements with Council Not Limited. Nothing in this chapter shall be construed as a limitation on the power or authority of the City Council to enter into any agreement with the City Manager delineating additional terms and conditions of employment. The terms and conditions of any employment agreement may be inconsistent with, and supersede, this chapter only if expressly provided for in the agreement.

Section 3. Section 2-5.03 of the Yuba City Municipal Code is hereby repealed.

Section 4. Section 2-5.08(e) of the Yuba City Municipal Code is hereby amended to read as follows:

"(e) Provisions covering the appointment, reappointment, and promotion of employees, which shall include the use of various screening and selection techniques to obtain for the City service the best qualified persons available; provided, however, there shall be no discrimination against any person seeking employment because of any considerations of political or religious affiliation or belief, non-affiliation or non-belief, or because of race, sex, or military status. The City Administrator shall be the appointing authority and shall appoint, when necessary for the good of the service, discipline, and remove all employees in the career service, the executive service and employees in the exempt service involved in seasonal, temporary, or part-time employment as defined in the personnel rules, except as he may authorize the head of any department or office to appoint, discipline, or remove subordinates in such department or office;"

Section 5. Section 2-5.08(j) of the Yuba City Municipal Code is hereby amended to read as follows:

"(j) Provide that employees in the career service shall have the right to appeal to the Personnel Board;"

Section 6. Amendment to Personnel Rules and Regulations. Section 1.16 A of the Personnel Rules and Regulations is hereby amended to read as follows:

"1.16 Discipline

A. Exclusions:

1. The City Administrator is exempt from the rules and regulations of this Section, as he/she is employed at the pleasure of the City Council. In addition, there is no right to appeal any disciplinary action imposed by the City Council.
2. Department heads are exempt from the rules and regulations of this Section, as they are employed at the pleasure of the City Administrator. In addition, there is no right to appeal any disciplinary action imposed by the City Administrator.
3. Any seasonal, temporary, extra-help, limited term or part-time (less than half-time) employees may be disciplined and separated from City employment without regard to this section and shall have no right of appeal, and shall be considered employed at the pleasure of the City."

Section 7. This Ordinance shall be effective 30 days from and after its adoption, and after adoption shall be published as provided by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City on the 4th day of October, 2005, and adopted at a regular meeting thereof held on the 18th day of October, 2005.

AYES: Councilmembers Doolittle, Hellberg, Miller, Ramirez, and Mayor Cartoscelli

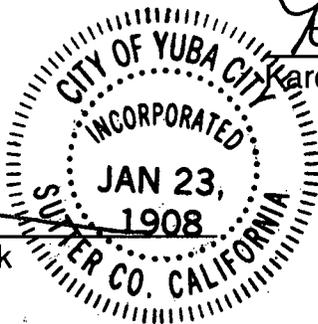
NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:


Steve Johnson, City Clerk




Karen Cartoscelli, Mayor

APPROVED AS TO FORM:


Timothy P. Hayes, City Attorney

RESOLUTION NO. 05-171

**RESOLUTION OF THE CITY OF YUBA CITY COUNCIL
ESTABLISHING A CODE OF ETHICS FOR MEMBERS OF
COUNCIL, BOARDS AND COMMISSIONS**

WHEREAS, the City Council of the City of Yuba City is interested in establishing a framework for day-to-day actions and decision-making by members of Council, boards and commissions; and

WHEREAS, a Code of Ethics provides such framework; and

WHEREAS, a Code of Ethics serves:

- a. To increase public confidence in City government; and
- b. To assist members of Council, boards and commissions with decision-making; and
- c. To encourage high standards of behavior by members.

WHEREAS, a Code of Ethics can represent a commitment to uphold a standard of integrity beyond that required by law.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Yuba City approves the Code of Ethics as set forth in Exhibit "A" and further orders that said statement be signed by members of Council, boards and commissions; that it be included in the new member orientation materials packets; and, that it be made available to the public.

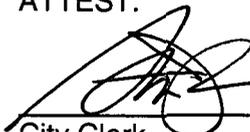
The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of City of Yuba City at a regular meeting thereof held on August 16, 2005, by the following vote:

AYES: Councilmembers Doolittle, Hellberg, Miller, Ramirez and Mayor Cartoscelli

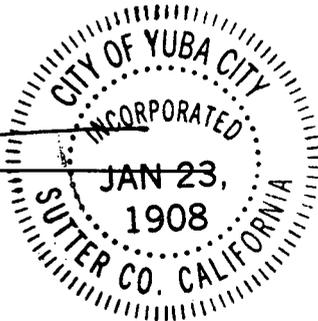
NOES: None

ABSENT: None

ATTEST:



City Clerk





Karen Cartoscelli, Mayor

**CITY OF YUBA CITY
PERSONAL CODE OF ETHICS
FOR
CITY COUNCIL, BOARDS AND COMMISSIONS**

Preamble

The citizens and businesses of Yuba City are entitled to have fair, ethical and accountable local government. Such a government requires that public officials:

- Comply with both the letter and the spirit of the laws and policies affecting the operations of government.
- Be independent, impartial and fair in their judgment and actions.
- Use their public office for the public good, not for personal gain.
- Conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Yuba City City Council adopts this Code of Ethics for City Council, boards and commissions, to advance public confidence in the integrity of local government and its fair and effective operation.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members shall work for the common good of the citizens of Yuba City and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the City Council, boards and commissions.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of California and the City in their performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; the Yuba City Municipal Code; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities and open processes of government; and City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, boards, commissions, staff or the public.

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City Council, boards and commissions.

5. Conduct of Public Meetings

Members shall inform themselves of public issues, listen courteously and attentively, with an open mind, to all public discussions before the body and focus on the business at hand.

6. Decisions Based on Merit

Members shall base their decisions on the merits and substance of the matter at hand.

7. Communication

Members shall publicly disclose substantive information that is relevant to a matter under consideration by the Council or boards and commissions (e.g., meetings with vendors, consultants, etc.), which they may have received from sources outside of the public decision-making process.

8. Coordination with City Staff

Appropriate City staff should be involved when members meet with officials from other agencies and jurisdictions to ensure proper staff support as needed and to keep staff informed.

9. Disclosure of Corruption

All City officials shall take an oath upon assuming office, pledging to uphold the constitution and laws of the City, the State and the Federal government. As part of this oath, officials commit to disclosing to the appropriate authorities and/or to the City Council any behavior or activity that may qualify as corruption, abuse, fraud, bribery or other violation of the law.

10. Conflict of Interest

In order to assure their independence and impartiality on behalf of the public good, members shall not use their official positions to influence government decisions in which they have a material financial interest.

In accordance with the law, members shall file written disclosures of their economic interest and if they have a conflict of interest regarding a particular decision, refrain from participating in that decision unless otherwise permitted by law.

11. Gifts and Favors

Members shall not take any special advantage of services or opportunities for personal gain by virtue of their public office that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

12. Confidential Information

Members shall respect and preserve the confidentiality of information provided to them concerning the confidential matters of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or private interests.

13. Use of Public Resources

Public resources not available to the general public (e.g., such as City staff time, equipment, supplies or facilities) shall not be used by members for private gain or personal purposes.

14. Representation of Private Interests

In keeping with their role as stewards of the public trust, members shall not appear on behalf of the private interests of a third-party before the City Council or any board, commission or committee or proceeding of the City.

15. Advocacy

Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their personal opinions or positions, members shall explicitly state they do not represent their body of the City.

16. Improper Influence

Members shall refrain from using their position to influence the deliberations or decisions of City staff, boards, commissions or committees.

17. Policy Role of Members

Members shall respect and adhere to the council-manager structure of Yuba City city government. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions and City staff.

Members shall deal with the administrative operations of the City only through the City Manager and no member shall give orders to any subordinates of the City Manager, excepting the City Council's relations with the City Attorney. No individual member shall give any orders or instructions to the City Manager. No individual member shall in any manner attempt to influence the City Manager in

the making of any appointment or in the purchase of equipment or supplies. The City Council shall instruct the City Manager in matters of policy. Any action, determination or omission of the City Manager shall be subject to review by City Council.

18. Positive Work Environment

Members shall support the maintenance of a positive and constructive environment for citizens, businesses and City employees. Members shall recognize their special role in dealings with City employees and in no way create the perception of providing direction to City employees.

19. Implementation

The Yuba City Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Yuba City Code of Ethics. In addition, the Code of Ethics shall be annually reviewed by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

20. Compliance and Enforcement

Members themselves have the primary responsibility to assure that ethical standards are understood and met and that the public can continue to have full confidence in the integrity of City government.

The chairs or boards and commissions and the Mayor have the additional responsibility to intervene when actions of members appear to be in violation of the Code of Ethics.

The City Council may impose censure on members whose conduct does not comply with the City's Code of Ethics. The City Council may remove members of boards and commissions from office.

A violation of this Code of Ethics shall not be considered a basis for challenging the validity of a Council, board or commission decision.

CITY OF YUBA CITY

City Council Reports

- Councilmember Buckland
- Councilmember Maan
- Councilmember Starkey
- Vice Mayor Dukes
- Mayor Gill

Adjournment