



AGENDA

AUGUST 19, 2014

REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

4:30 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
AUGUST 19, 2014
4:30 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 legal counsel regarding potential litigation pursuant to Government Code Section 54956.9(d)(4)-one potential case.
- B. 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 Clark Avenue and 51-670-074 Birmingham Drive.
- C. Confer with real property negotiators Steve Kroeger and Brad McIntire pursuant to Government Code Section 54956.8 regarding negotiations for the possible sale of the following properties or portions thereof: APN's 51-580-012, 51-580,013, ,51-580-014 between Live Oak Blvd. and Clark Ave.
- D. Confer with labor negotiator Steve Kroeger regarding negotiations with the following associations: Yuba City Police Officers, Police Sergeants, Yuba City Firefighters Local 3793, Yuba City Fire Management, Confidential Employees, City Manager, 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. Presentation of the Key to the City to Perry and Denise Martin, Owners of California Chrome**

Public Hearings

- 2. Update to the City's Development Impact Fees to include an Animal Shelter Fee as part of the Community Facilities component**

Recommendation: Conduct a Public Hearing to adopt a Resolution that includes the addition of an Animal Shelter Fee to the Community Facilities component of the City's Development Impact Fee program

- 3. 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 Confirming Diagram and Assessment and Levying the Assessment**

Recommendation: Conduct a Public Hearing and after consideration of the item, adopt a Resolution confirming the diagram and assessment and levying the assessment for FY 2014/15, pursuant to the Landscaping and Lighting Act of 1972

- 4. Yuba City Residential Street Light Maintenance Districts (Walton Area and Tierra Buena Area)**

Recommendation: Conduct a Public Hearing and after consideration of the item, adopt a Resolution confirming the diagram and assessment and levying the assessment for FY 2014/15, pursuant to the Benefit Assessment Act of 1982

Ordinances

- 5. Ordinance Prohibiting Aggressive and Unsafe Panhandling within the Corporate City Limits of Yuba City**

Recommendation: Introduce an Ordinance, prohibiting aggressive and unsafe panhandling, conduct a Public Hearing and waive the first reading

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.

- 6. Written Requests**

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

7. 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 three 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.

8. Minutes of July 15, 2014

Recommendation: Approve the City Council Meeting Minutes of July 15, 2014

9. 2013 Assistance to Firefighters Grant Program – Replacement of Structure Firefighting Helmets

Recommendation: Accept the award of the 2013 Assistance to Firefighters Grant in the amount of \$20,425 and approve revenue adjustment to the Fire Department budget in the amount of \$18,383

10. Assembly Bill 109 Police Realignment Funding Allocation (\$104,408)

Recommendation: Authorize the Chief of Police to accept the 2014/2015 FY Realignment funding and approve expenditure recommendations. Further, authorize the Chief Financial Officer to make budget adjustments as necessary

11. Purchase of APN 51-660-084 (West side of Clark Avenue between Kensington Way and Santa Barbara Way)

Recommendation: Approve the purchase of APN 51-660-084 for \$68,333.71 plus title and escrow fees and authorize a supplemental appropriation in the amount of \$72,000 from unallocated Road Fund balance to Account No. 901203-65517 (Clark Avenue APN 51-660-084 Acquisition)

General Items

12. 2014 Economic Development Work Plan

Recommendation: Adopt the Yuba City Grow our Economy Work Plan and associated Implementation Plan

13. Sale of City-owned property-between Live Oak Boulevard and Clark Avenue

Recommendation: Authorize the City Manager to enter into a Purchase and Sale Agreement with Erik Karlshoej Education Foundation for the sale price of \$600,000 for 10 acres of City-owned property located between Live Oak Boulevard and Clark Avenue, north of the City's Water Treatment Plant ("Property")

14. Pacific Gas and Electric Informational Overview of the Pipeline Safety Program

Recommendation: Note and File the Presentation

15. Chevron Energy Solutions Program Development Report: Energy and Infrastructure Improvement Project

Recommendation: Direct staff to bring a contract to proceed with improvements/construction to Council for consideration

16. 5th Street Bridge Replacement Project – Adopt Mitigated Negative Declaration and Amend the Professional Services Agreement with Dokken Engineering for Final Design Services

Recommendation: a. Adopt the Mitigated Negative Declaration for the 5th Street Bridge Replacement Project
b. Approve Amendment #2 to the Professional Services Agreement to Dokken Engineering for Final Design Services associated with the 5th Street Bridge Replacement Project in the amount of \$3,932,711.50 with the finding that it is in the best interest of the City

17. Fiscal Year 2014-2015 City Council Priorities and Goals Progress Report

Recommendation: Note & File the 2014-15 City Council Priority and Goals August Progress Report

Business from the City Council

18. City Council Reports

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

Adjournment



Proclamation

of the City Council

California Chrome *California Dreams Can Come True*

WHEREAS, Perry and Denise Martin residents of Yuba City, California are proud co-owners of the infamous California Chrome a thoroughbred racing champion born and raised at Harris Farms in Coalinga, California; and

WHEREAS, California has a long and proud thoroughbred racing history, dating back some 160 years; and

WHEREAS, California horse racing today accounts for an estimated 50,000 jobs, 148,000 thoroughbred horses, and a \$2.5 billion impact on the state's economy. Combining athleticism, grace, beauty, and speed, this sport reaches millions of fans worldwide and carries priceless positive impressions of what California has to offer; and

WHEREAS, The Kentucky Derby is the world's most famous horse race and part of the celebrated Triple Crown of thoroughbred racing for three-year-old horses only. Along with the Preakness and Belmont Stakes, these three classics are the races that horse owners, breeders, trainers, and jockeys all dream of winning; and

WHEREAS, in Spring 2014, California Chrome won the 140th Kentucky Derby and 139th Preakness Stakes, the first time a California-bred colt swept the first two legs of the Triple Crown. Both victories ended lengthy droughts for the state's racing industry. California Chrome became the fourth California-born Derby winner and first since 1962 and California's fifth Preakness winner and first since 1986; and

WHEREAS, It takes a very special horse to reach national prominence by winning multiple races at multiple tracks across the country; and

WHEREAS, Perry and Denise Martin's National recognition generated excitement and positive energy in the Yuba City community embracing our home town hero's at the Belmont Stakes. The Yuba City Community celebrated by wearing their best derby hats and the team colors purple and green at the viewing party on Plumas Street cheering on California Chrome; and

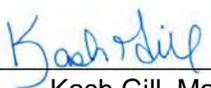
WHEREAS, California Chrome's grit, determination, and heart carried him far beyond this state; it made California Chrome "America's horse".



Driven by Horse Power

NOW, THEREFORE, BE IT RESOLVED, that I, Kash Gill, Mayor of the City of Yuba City, on behalf of our entire City Council, hereby recognizes the outstanding performance of California Chrome during his remarkable run for thoroughbred horse racing's Triple Crown, and, in particular, for his tremendous victories in the Kentucky Derby and the Preakness Stakes.

Done on this 19th day of August, 2014 at the City of Yuba City, County of Sutter, State of California.


Kash Gill, Mayor

CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor & Members of the City Council
From: Community Development Department
Presentation By: Aaron M. Busch, Community Development Director

Summary

Subject: Update to the City's Development Impact Fees to include an Animal Shelter Fee as part of the Community Facilities component

Recommendation: Conduct a public hearing to adopt a resolution that includes the addition of an Animal Shelter Fee to the Community Facilities component of the City's Development Impact Fee program.

Fiscal Impact: The City's costs share of the new Animal Shelter facility was \$4,224,000 of which fifty (50) percent (\$2,112,000) was funded with General Fund CIP monies, and the other fifty (50) percent was funded with Development Impact Fee (DIF) monies. The adoption of the new Animal Shelter Fee will ensure that the City recovers the DIF monies used from the Public Facilities component to construct the shelter.

Background:

On November 15, 2011, the City Council agreed to participate in the formation of the Animal Services Joint Powers Authority (JPA) Agreement. This JPA Agreement provided the framework for coordinated Animal Services with Yuba City, Sutter County, and Live Oak including the construction of a new Animal Shelter Building and on-going operations. At the same meeting, the Council also appointed two Council members to serve on the newly formed JPA Board which is now known as the Sutter Animal Services Authority (SASA).

On February 27, 2012, the Board of Directors for SASA approved the plans and specifications for the new Animal Shelter Building and authorized Yuba City to bid the project on behalf of SASA. Construction began on the new building in October 2012 and it was completed and opened for business in October 2013. The final cost of the new building was \$6.4 million, of which Yuba City's share was \$4,224,000 (66 percent) based on the agreed upon terms of the JPA Agreement.

On August 21, 2012, the City Council approved the funding sources for the City's share of the construction costs of the new Animal Shelter Building. The approved funding sources included:

\$2,112,000	50% Yuba City share from General Fund Unallocated CIP
\$2,112,000	50% Yuba City share from DIF Fund Loan from Library Allocation

Analysis:

Development impact fees ("impact fees") are collected for purposes of paying for future infrastructure and public facilities that are needed to serve new growth within the City. Impact fees are currently used to fund:

roadway improvements; parks; law enforcement; fire protection; libraries; and, various County facilities. The City has been collecting impact fees since 1990. Several updates to the original impact fee program have been undertaken over the years to account for increased costs as well as for expanded services. The 2006 comprehensive update was prepared to ensure that the impact fee program is consistent with the infrastructure and facility needs identified in the City's adopted General Plan.

Now that the new Animal Shelter Building is completed and operational, it is appropriate to amend the City's Development Impact Fee (DIF) program to include the addition of an Animal Shelter Fee for purposes of recovering costs associated with its construction. The new Animal Shelter fee will be included as part of the Community Facilities component of the DIF program in order to reimburse the aforementioned Library Allocation for the City's costs of the new building.

The proposed fee is to be based on the City's share of the construction costs of the new building. Only fifty percent (50%) of the costs (\$2,112,000) will be attributed to new development, which is the portion that was funded with DIF monies. By applying the same methodology that was used for the 2006 comprehensive update to the City's DIF program, the new Animal Shelter Fee would be equal to \$105 per single family residential unit. For details on how the proposed fee was calculated and the fee amounts for other land use types, please refer to Attachment 1.

Fiscal Impact:

The City's costs share of the new Animal Shelter facility was \$4,224,000 of which fifty (50) percent (\$2,112,000) was funded with General Fund CIP monies, and the other fifty (50) percent was funded with Development Impact Fee (DIF) monies. The adoption of the new Animal Shelter Fee will ensure that the City recovers the DIF monies used from the Public Facilities component to construct the shelter.

Recommendation:

Staff recommends that the City Council conduct a public hearing to adopt a resolution that includes the addition of an Animal Shelter Fee to the Community Facilities component of the City's Development Impact Fee program.

Prepared By:

Submitted By:

/s/ Aaron M. Busch

/s/ Steven C. Kroeger

Aaron M. Busch
Community Development Director

Steven C. Kroeger
City Manager

Reviewed By:

Finance
City Attorney
Other: (Name, Title)

RB
TH

Attachments:

1. Animal Shelter Fee Calculation Sheet

Exhibits:

- A. Resolution 14-

RESOLUTION NO. 14-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AMENDING RESOLUTION NO. 04-129 ESTABLISHING A NEW ANIMAL SHELTER
FEE COMPONENT IN THE CITY'S DEVELOPMENT IMPACT FEE PROGRAM.**

WHEREAS, the City Council of Yuba City has adopted Ordinance No. 1100 creating and establishing authority for imposing and charging a Development Impact Fee within the City;

WHEREAS, the City Council on June 18, 1990, adopted Resolution No. 90-118 establishing a Development Impact Fee within the City to finance those public facilities required by new development as identified in the Yuba City Urban Area General Plan and various studies and reports;

WHEREAS, the City, together with Sutter County, previously conducted and adopted a study to determine the development impact fees to finance the public facilities necessitated by new development. Said study was entitled AB 1600 Fee Justification Study, County of Sutter, City of Yuba City, dated August 18, 1995 (updated Feb. 2001) ("1995 Fee Study");

WHEREAS, in 2001 the 1995 Fee Study was updated and on May 22, 2001 the City Council adopted Resolution No. 01-063 which established new development impact fees;

WHEREAS, in 2004 the 1995 Fee Study was updated and on August 17, 2004, the City Council adopted Resolution No. 04-129 which established new development impact fees ("Existing Fees");

WHEREAS, in 2007 the Fee Study was updated and on October 16, 2007 the City Council adopted Resolution 07-101 which established new development impact fees through the preparation of an AB 1600 study. Said study, entitled "Yuba City Update of the AB 1600 Fee Justification Study" dated October 10, 2007 ("Study") is on file with the City Clerk of the City of Yuba City;

WHEREAS, on November 15, 2011, the City Council agreed to participate in the formation of the Animal Services Joint Powers Authority (JPA) Agreement which provided the framework for coordinated Animal Services with Yuba City, Sutter County, and Live Oak including the construction of a new Animal Shelter Building and on-going operations;

WHEREAS, On August 21, 2012, the City Council approved the funding sources for the City's share of the construction costs of the new Animal Shelter Building. The approved funding sources included:

\$2,112,000 50% Yuba City share from General Fund Unallocated CIP
\$2,112,000 50% Yuba City share from DIF Fund Loan from Library Allocation;

WHEREAS, the City proposes to amend the Development Impact Fee Program to include a new Animal Shelter Fee to reimburse the City for its share of the costs of construction of the new Animal Shelter Building in Yuba City.

WHEREAS, the City Council has held a noticed public hearing on the development impact fees; and,

WHEREAS, the City Council finds as follows:

A. The purpose of this fee is to finance the new animal shelter building within the City, as more fully described in the staff report;

B. The development impact fees collected pursuant to this resolution shall be used to finance only the public facilities described or identified in the staff report;

C. After considering the staff report, the analysis contained in the staff report, and the testimony received at the public hearing, the Council approves the development impact fee, and further finds that new development in the City will generate impacts that created the need for the new animal shelter building;

D. The development impact fee is consistent with the City's General Plan and, pursuant to Government Code Section 65913.2, the City has considered the effects of the fee with respect to the City's housing needs as established in the Housing Element as well as all other elements of the City's General Plan;

E. The facts and evidence presented establish that (1) there is a reasonable relationship between the need for the described public facilities and the impacts of the types of development for which the corresponding fee is charged; (2) there is also a reasonable relationship between the fee's use and the type of development for which the fee is charged; and (3) there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the type of development. These reasonable relationships or nexus are described in more detail in the staff report; and

F. The costs for constructing the new facility is based on actual costs as provided by SASA. and the fees expected to be generated by new development will not exceed its share of these costs.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF YUBA CITY THAT:

A. Fee Update. The provisions of Resolution 07-101 shall remain in effect except as amended herein by the following provisions:

7. Community Facility Combined Fees

The fee categories for police, fire, corp yard, library, city hall expansion, and Animal Shelter shall be combined in order to ensure bonding debt service repayment capabilities; however, all fee categories shall be separately tracked and accounted for separately, although fees may be transferable between categories on an advanced loan basis. The fee amounts for the Animal Shelter fee shall be those as shown on Attachment 1.

B. Effective Date. The approved addition of the Animal Shelter Fee shall become effective sixty (60) days from the Council's approval of this Resolution on October 20, 2014.

C. Judicial Action to Challenge this Resolution. Any judicial action or proceeding to attack, review, set aside, void, or annul this resolution shall be brought within one hundred twenty (120) days of the effective date 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 ____ day of _____, 2014.

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

Animal Shelter Fee Calculation

<u>Population Assumptions</u>		Year:	<u>2006</u>	<u>Buildout</u>
Yuba City SOI Population			66,121	130,000
Difference				63,879
<u>Animal Shelter Facility Costs</u>				\$6,400,000
<u>Costs allocated to Yuba City</u> (Cost share is 66% of total)				\$4,224,000
<u>Cost allocation to new development</u> (50% of facility costs)				\$2,112,000
<u>Vehicle Costs</u>				
Estimated vehicle replacement costs:				\$137,079
Cost per person served:				\$1.43
Estimated cost of vehicles required by buildout:				\$91,347
<u>Total Costs Allocated to New Development</u>				\$2,203,347
<u>Costs per person served</u>				\$35
<u>Animal Shelter Fee</u>		<u>Person per Household</u>	<u>Cost per Future Resident</u>	<u>Impact Fee per Unit</u>
<u>Residential</u>				
Single Family		3.0	\$35	\$105
Duplex to Fourplex		2.6	\$35	\$91
Five Units Plus or Apartment		2.15	\$35	\$75
Mobile Home		1.79	\$35	\$63

CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 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 Confirming Diagram and Assessment and Levying the Assessment

Recommendation: Conduct a Public Hearing and after consideration of the item, adopt a Resolution confirming the diagram and assessment and levying the assessment for FY 2014/15, pursuant to the Landscaping and Lighting Act of 1972.

Fiscal Impact: District 1 – no change in assessments for 1A & 1B, nominal increase for 1B_1
District 2 – increase in assessment
District 3 – increase in assessment
District 4 – increase in assessment
District 5 – no change in assessment for 5A, decrease in assessment for 5B-5G and 5I-fJ, increase in assessment for B_5, increase in assessment for A1-A3, B1-B4, and B6-B7

Purpose:

To confirm the diagrams and assessment and levy the assessment for fiscal year 2013/14 within the Yuba City Landscape Maintenance District No. 1 and Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5, and 6.

Background:

The City annually levies and collects special assessment 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 includes the Stabler Lane area (Zone 1A) and Garden Highway area (Zone 1B & 1B_1). Zones 1A and 1B do not have provisions for a cost of living adjustment (COLA) and have historically

been charged the maximum levy allowed in order to cover the expenses. Zone 1B_1 is a recently formed zone of benefit and does have provisions for a COLA.

District 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.

On July 15, Council adopted resolutions directing the filing of the Annual Reports and resolutions of intention to order the improvements, setting a public hearing for August 19th to establish the assessments for fiscal year 2014/15.

Analysis:

The proposed assessments are shown in Exhibit A.

Fiscal Impact:

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:

Conduct a public hearing and after consideration of the item, adopt a resolution confirming the diagram and assessment and levying the assessment for FY 2014/15, pursuant to the Landscaping and Lighting Act of 1972.

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

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
CONFIRMING THE DIAGRAM AND ASSESSMENT AND LEVYING THE
ASSESSMENT FOR THE FISCAL YEAR 2014/15 FOR THE YUBA CITY LANDSCAPE
MAINTENANCE DISTRICT 1 (Stabler Lane/Garden Highway Area) AND YUBA CITY
LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 2, 3, 4, 5 & 6 (Town
Center, 69 Subdivisions throughout Yuba City, and 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, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code, Section 22500 et seq. (hereafter referred to as the "Act"), did by previous resolution order the Engineer of Work, John Bliss with SCI Consulting Group, to prepare and file reports in connection with the Yuba City Landscape Maintenance District 1 and Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 & 6, hereafter referred to as the "Districts", the Zones therein and the proposed levy and collection of annual assessments against parcels of land for the fiscal year commencing July 1, 2014 and ending June 30, 2015; and,

WHEREAS, the Engineer of Work filed reports and the City Council adopted its Resolution of Intention to Levy and Collect Assessments with the Districts for fiscal year 2014/15 and set a public hearing to be held on August 19, 2014 in the meeting place of the City Council, City Hall, 1201 Civic Center Boulevard, Yuba City, California. Notice of the hearing was given in the time and manner required by law; and

WHEREAS, the City Council has carefully considered all oral and written comments presented with respect to the Districts and reports at a noticed Public Hearing and has discussed any necessary or desired modifications to the reports.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City hereby confirms the diagram and assessment as set forth in the annual reports of the Engineer of Work and hereby levies the assessment set forth therein for the fiscal year 2014/15.

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 19th day of August, 2014.

AYES:

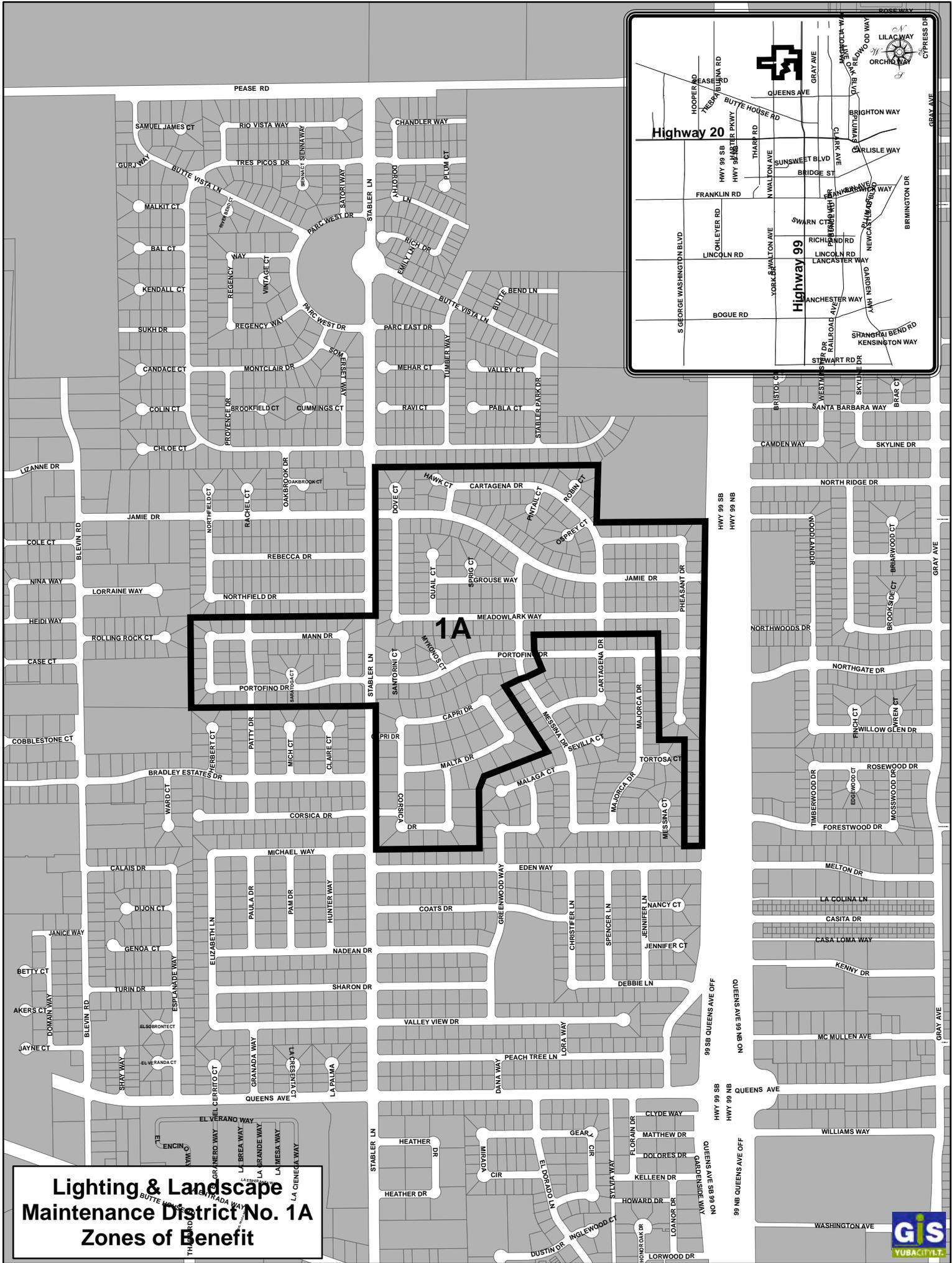
NOES:

ABSENT:

Kash Gill, Mayor

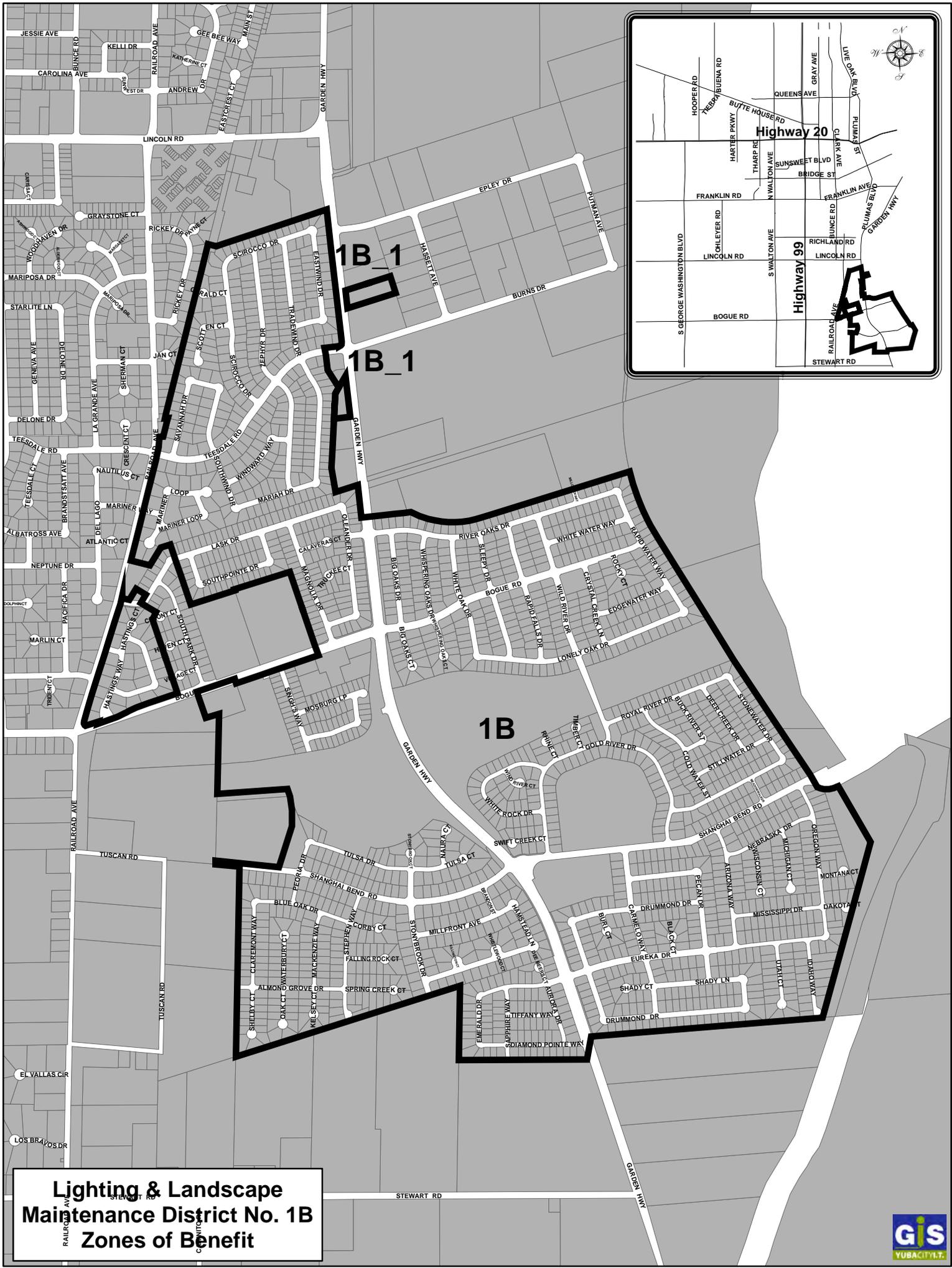
ATTEST:

Terrel Locke, City Clerk

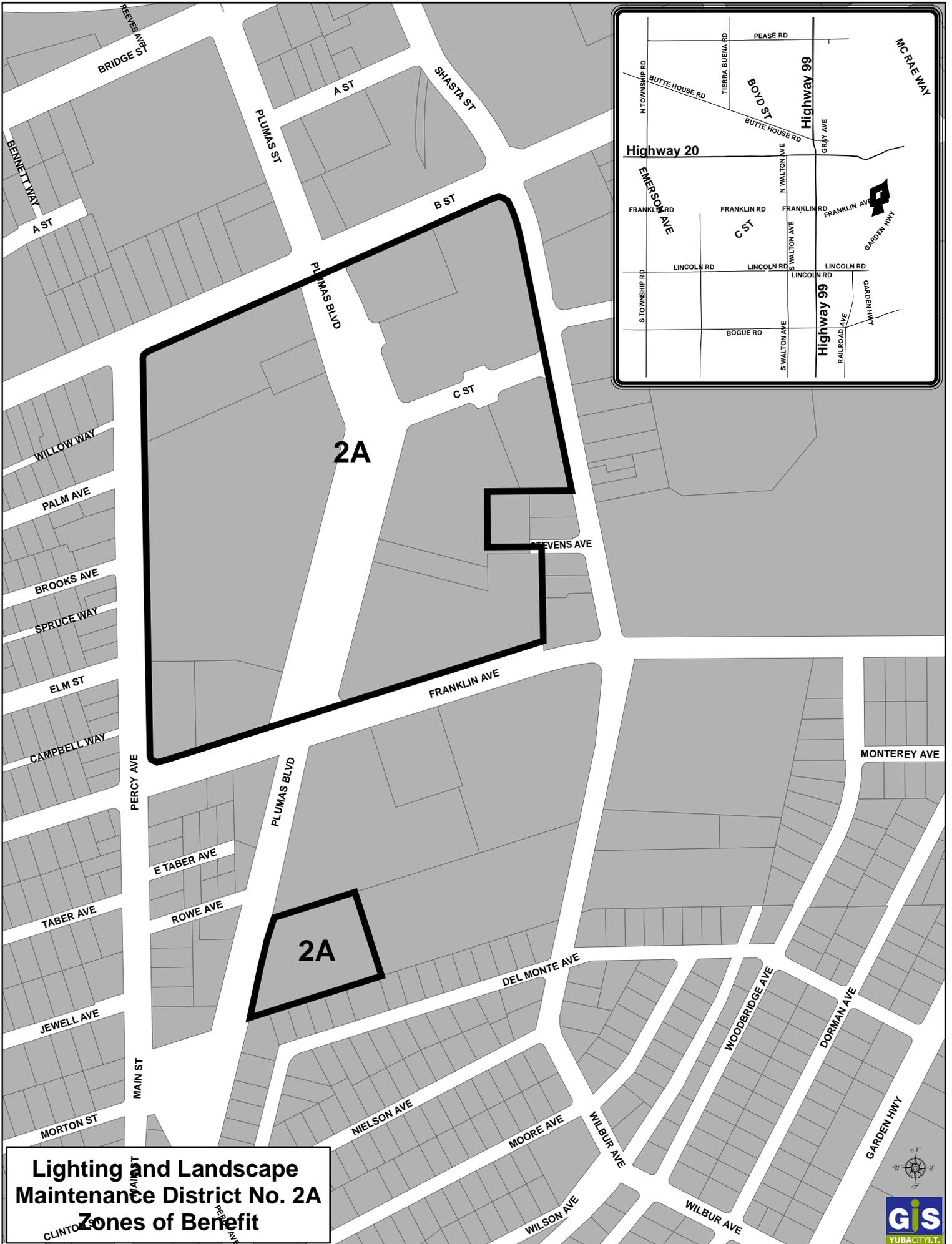


**Lighting & Landscape
Maintenance District No. 1A
Zones of Benefit**



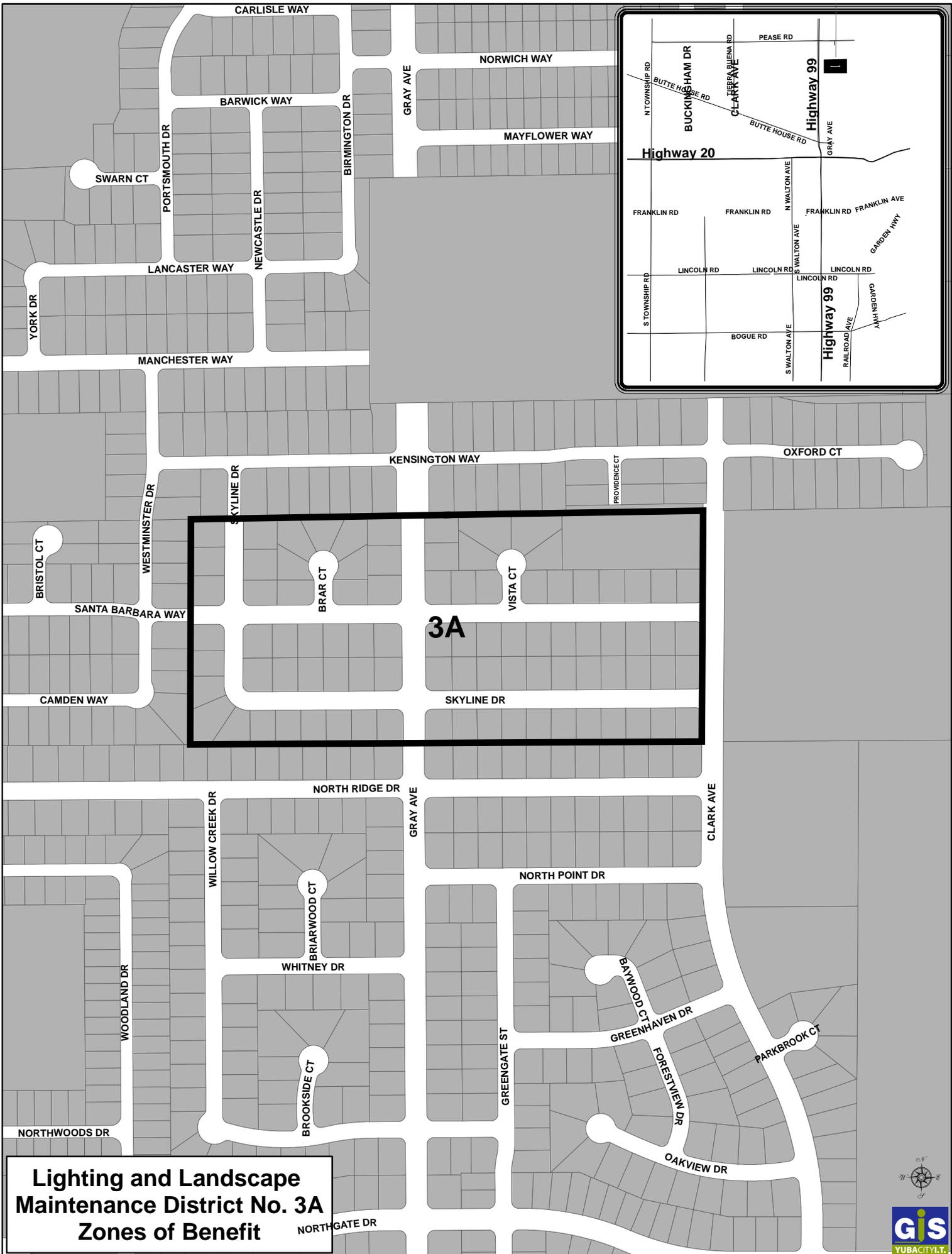


**Lighting & Landscape
Maintenance District No. 1B
Zones of Benefit**



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

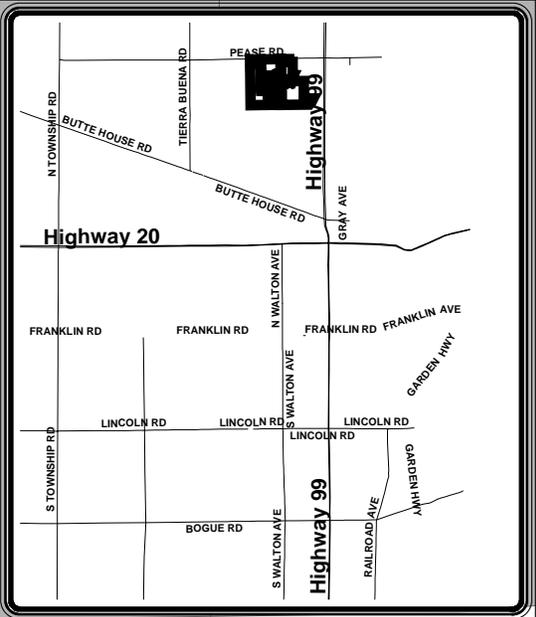




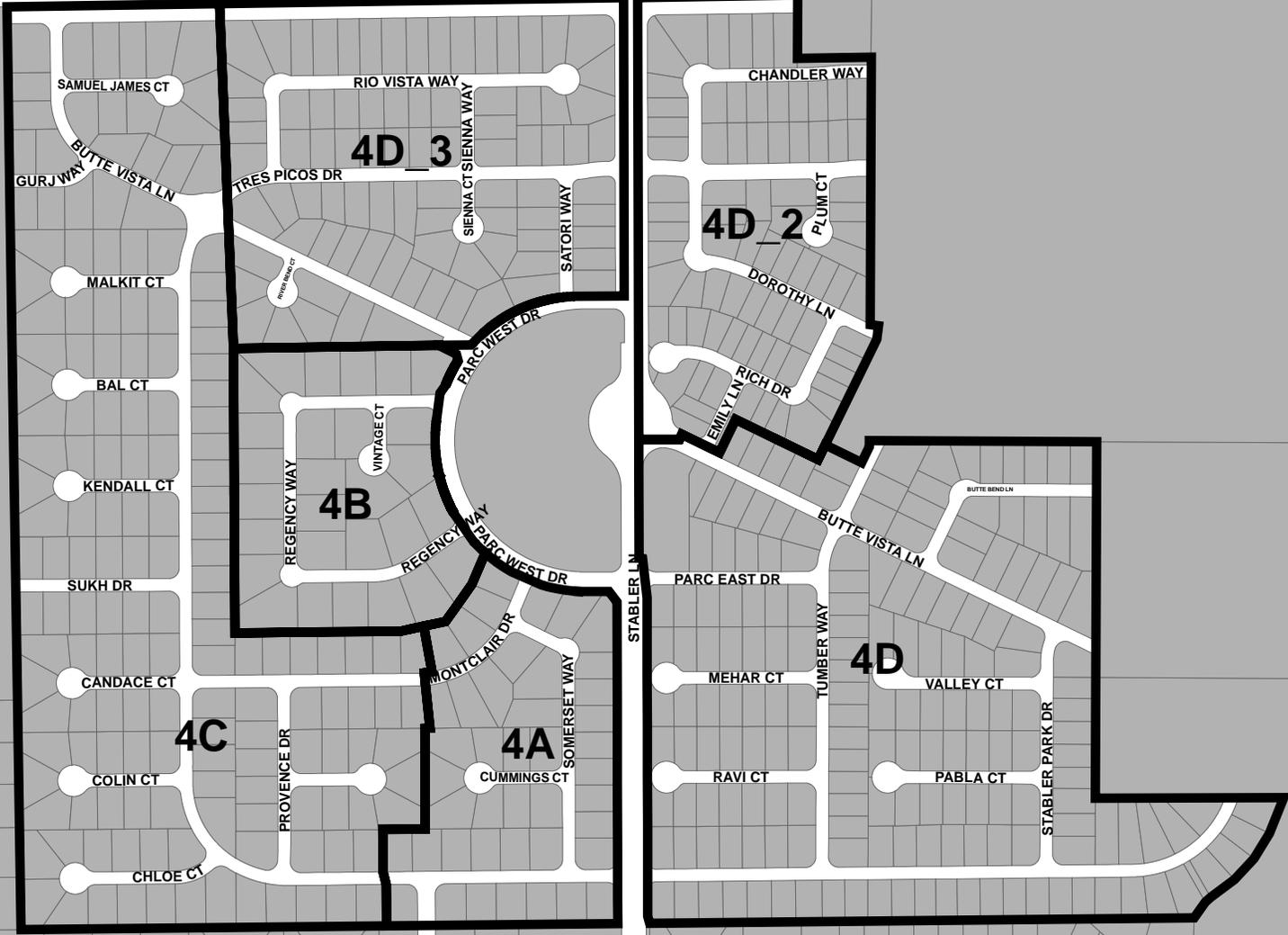
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**Lighting and Landscape
Maintenance District No. 3A
Zones of Benefit**



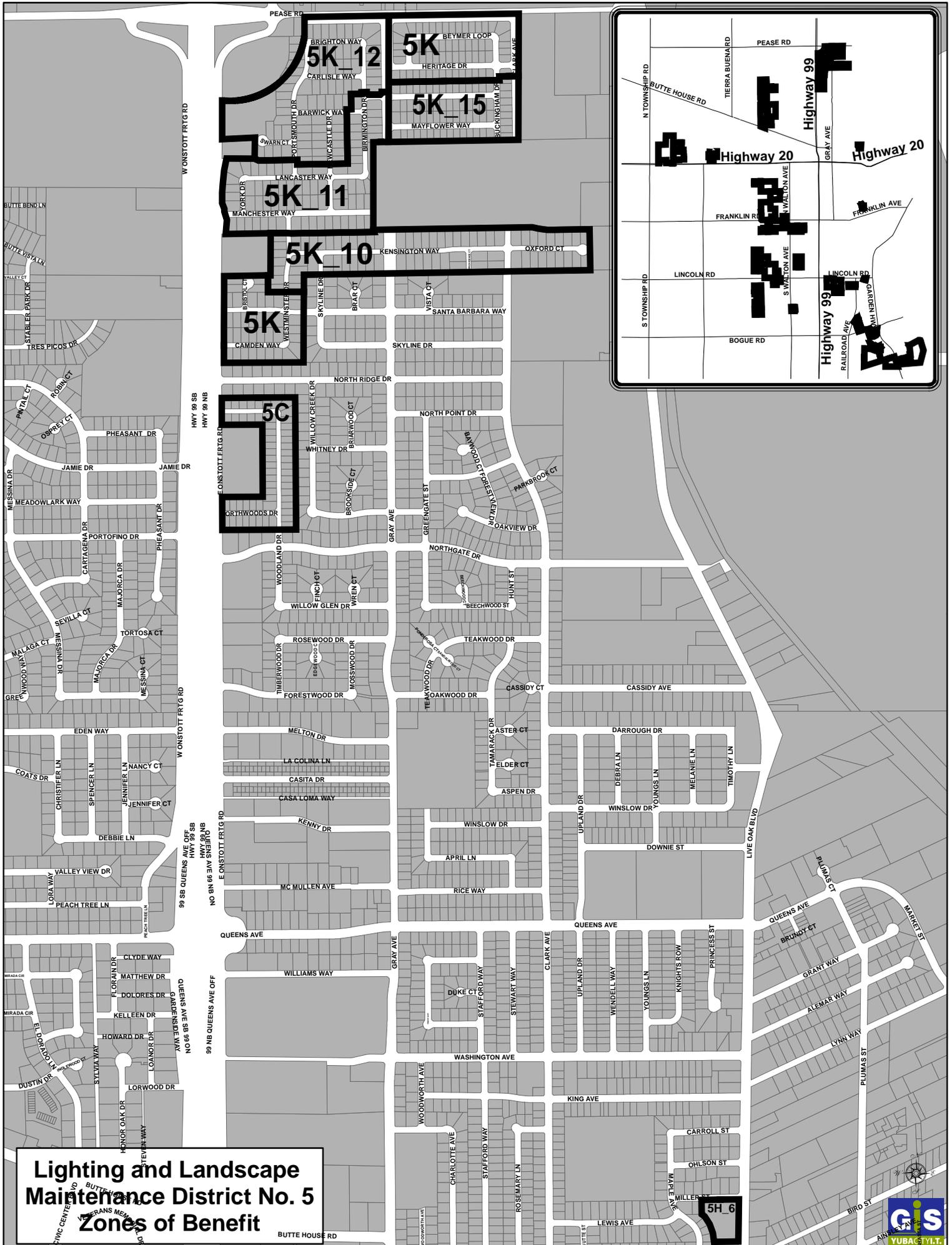


PEASE RD



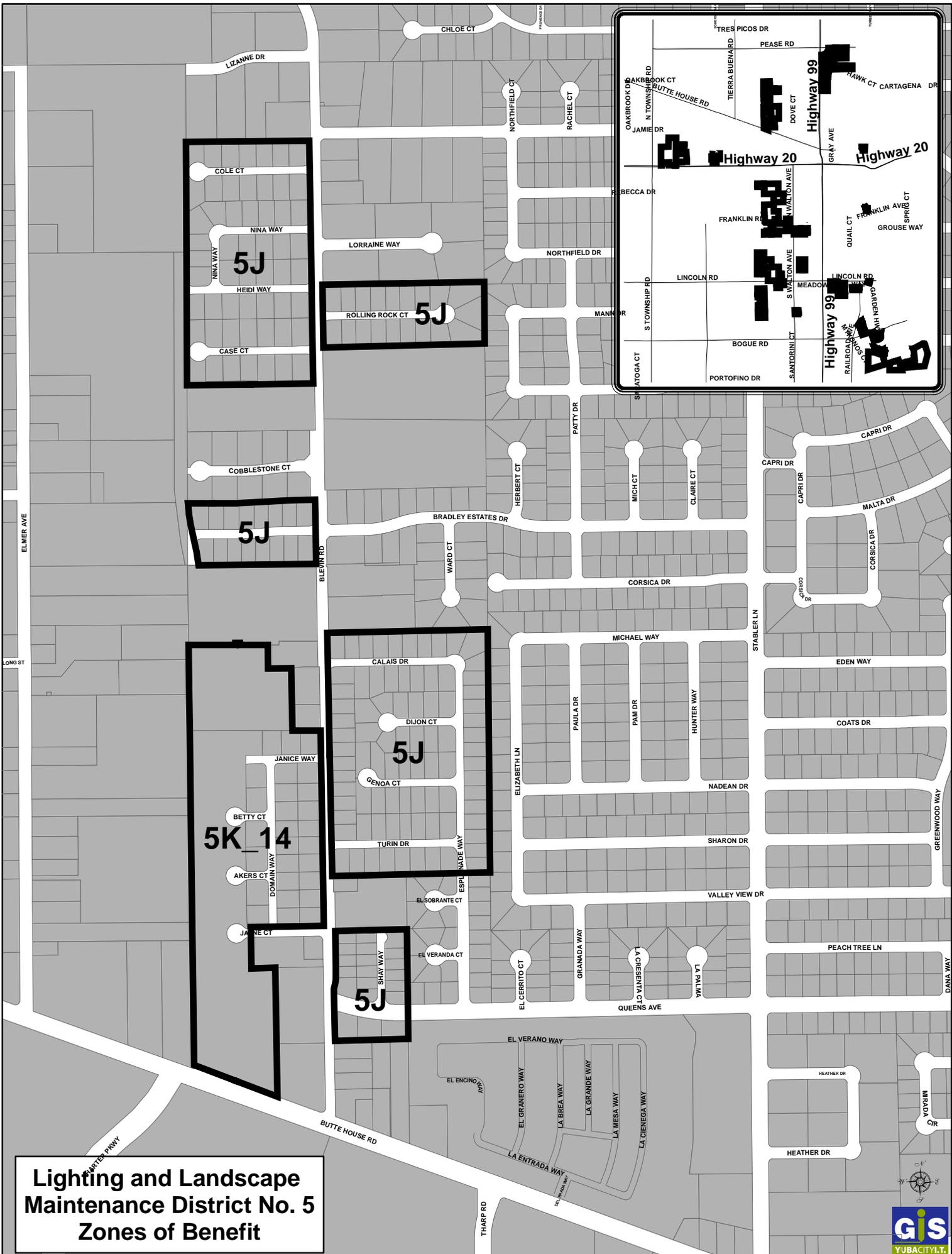
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Maintenance District No. 4
Zones of Benefit**





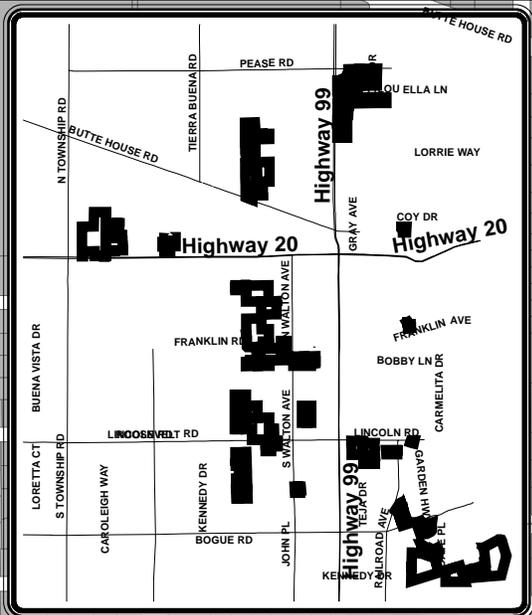
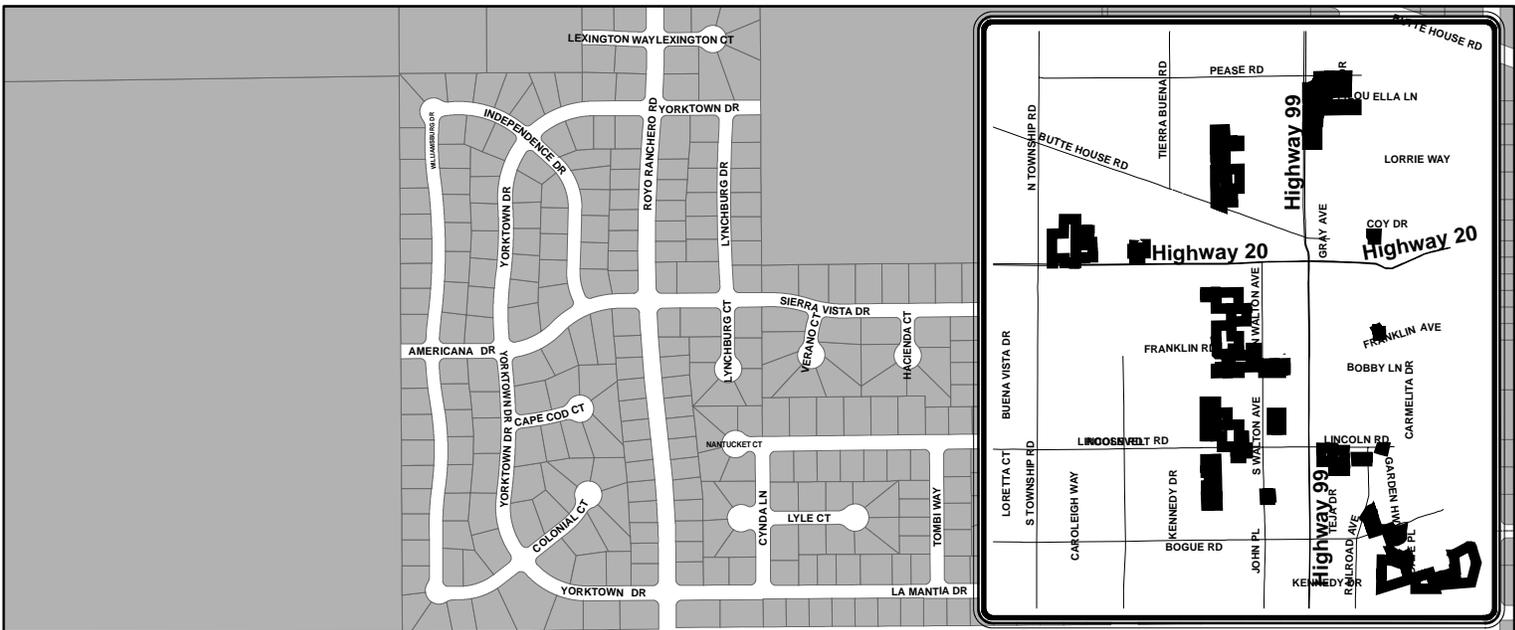
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





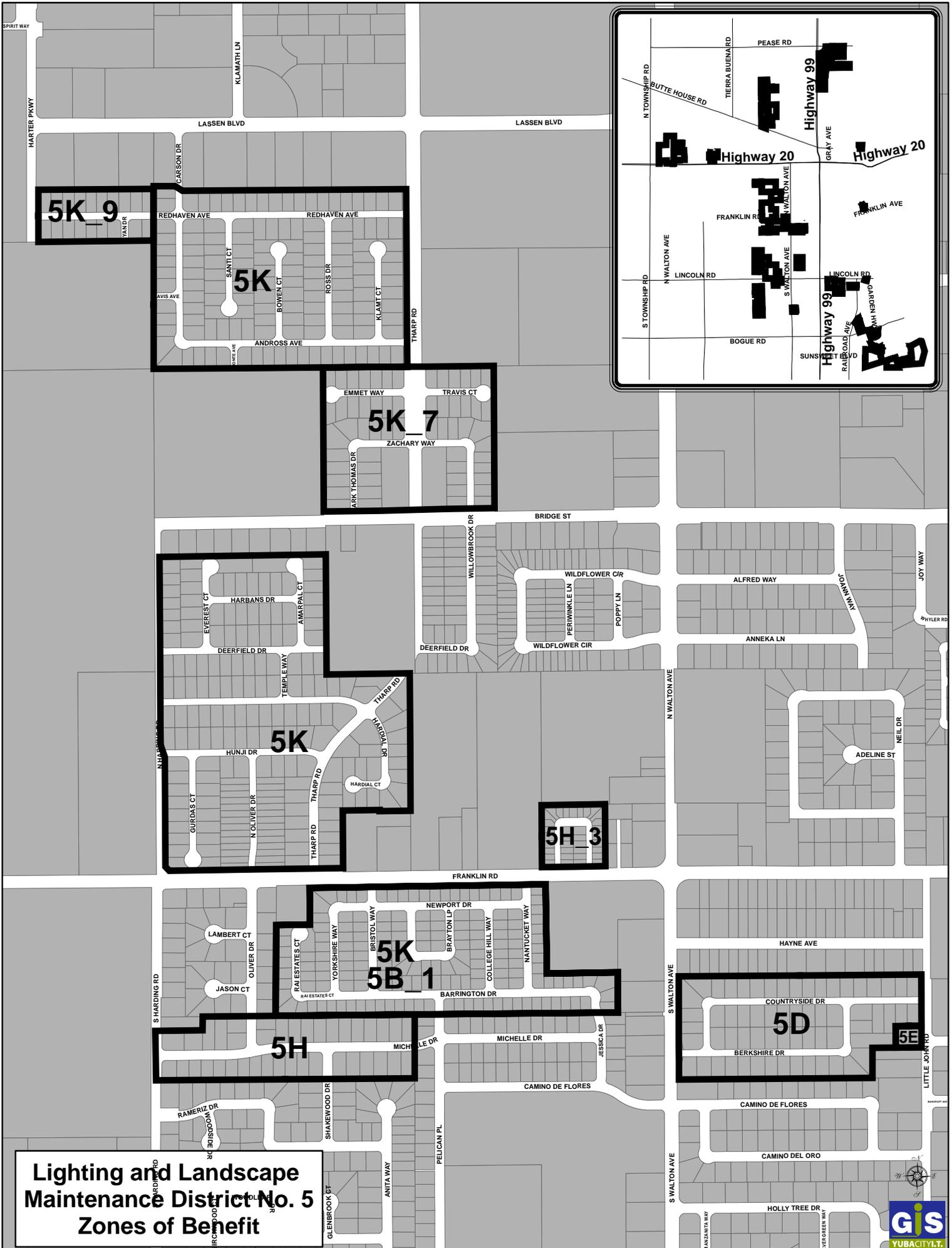
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





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





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5K 7

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5H 3

5K 5B_1

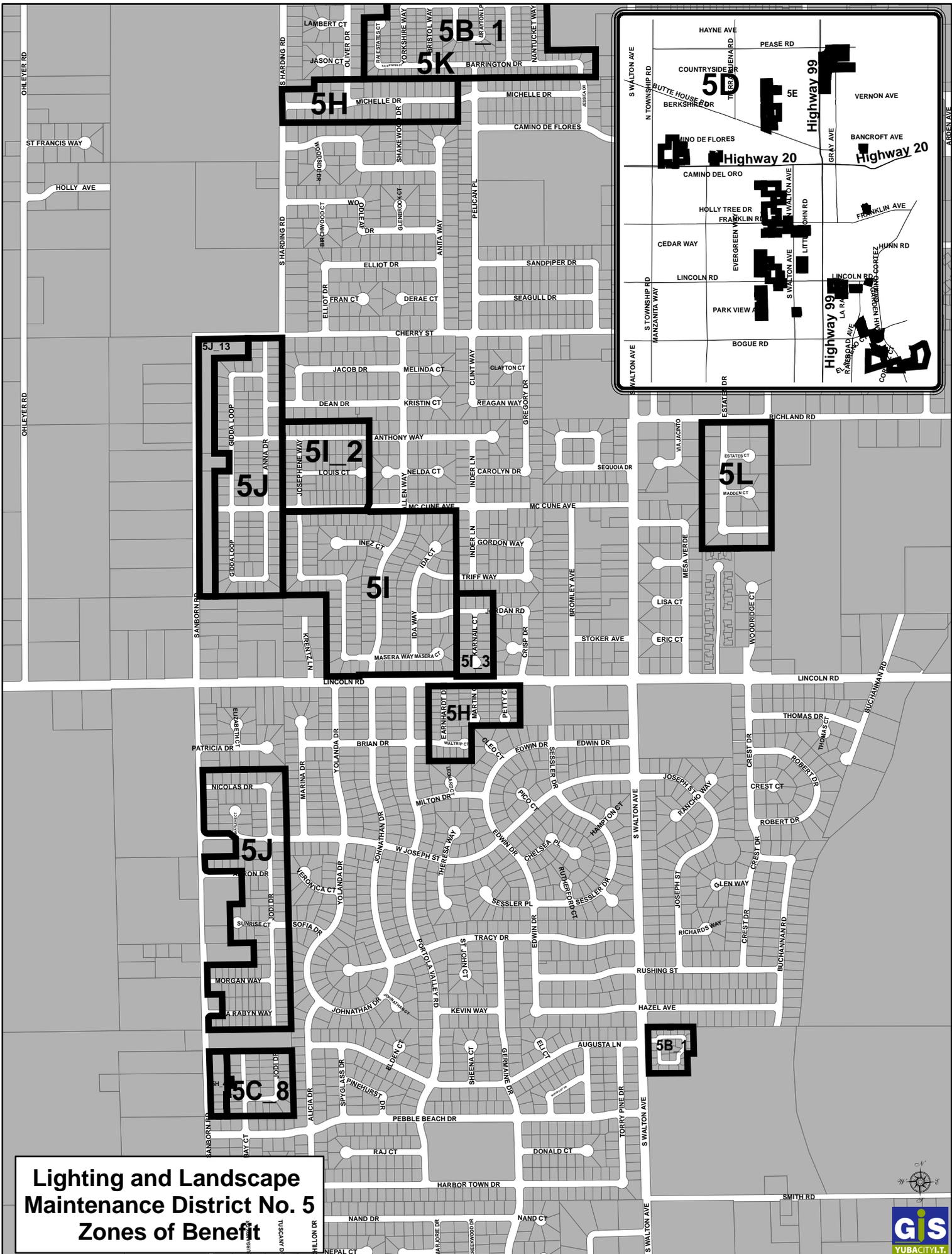
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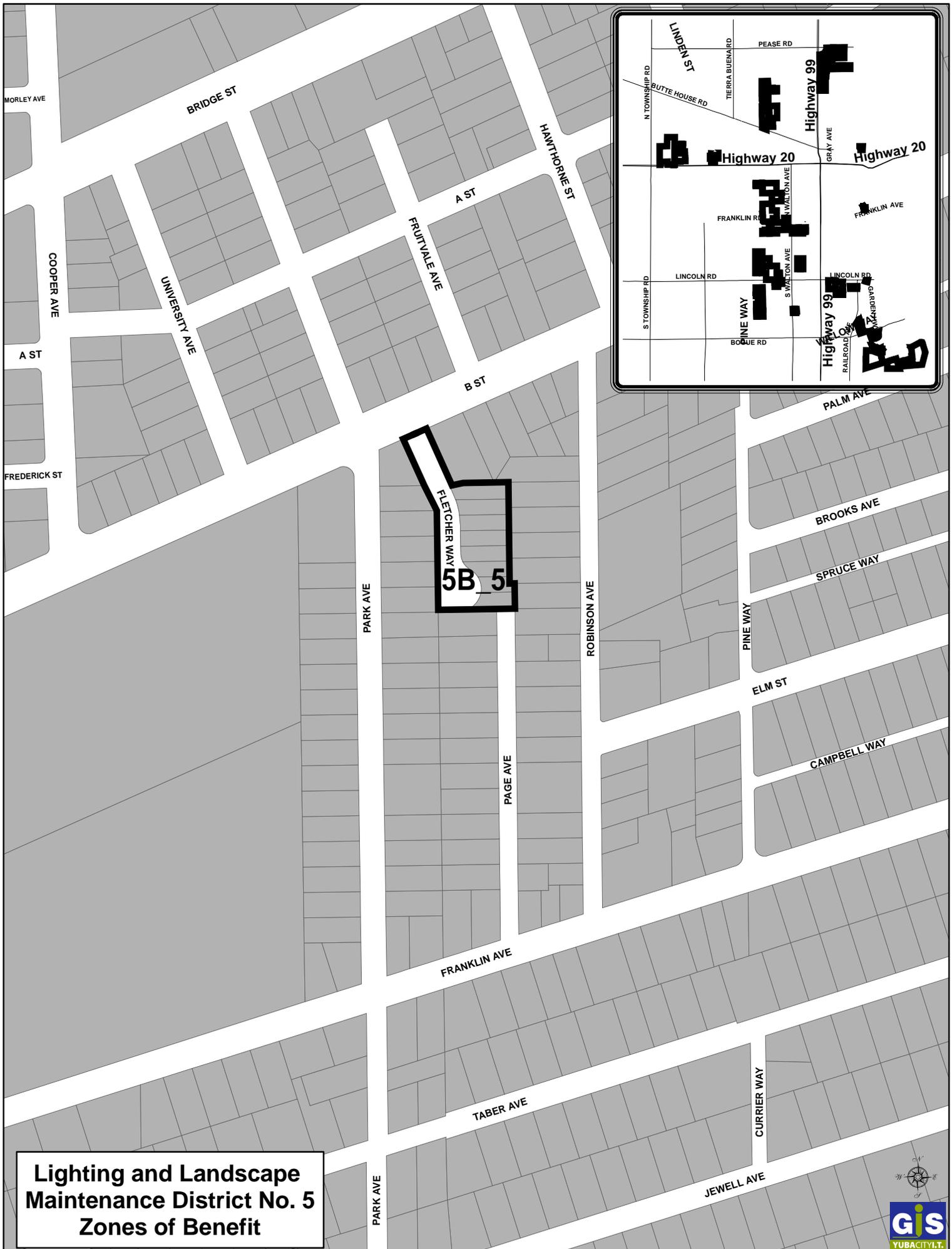
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





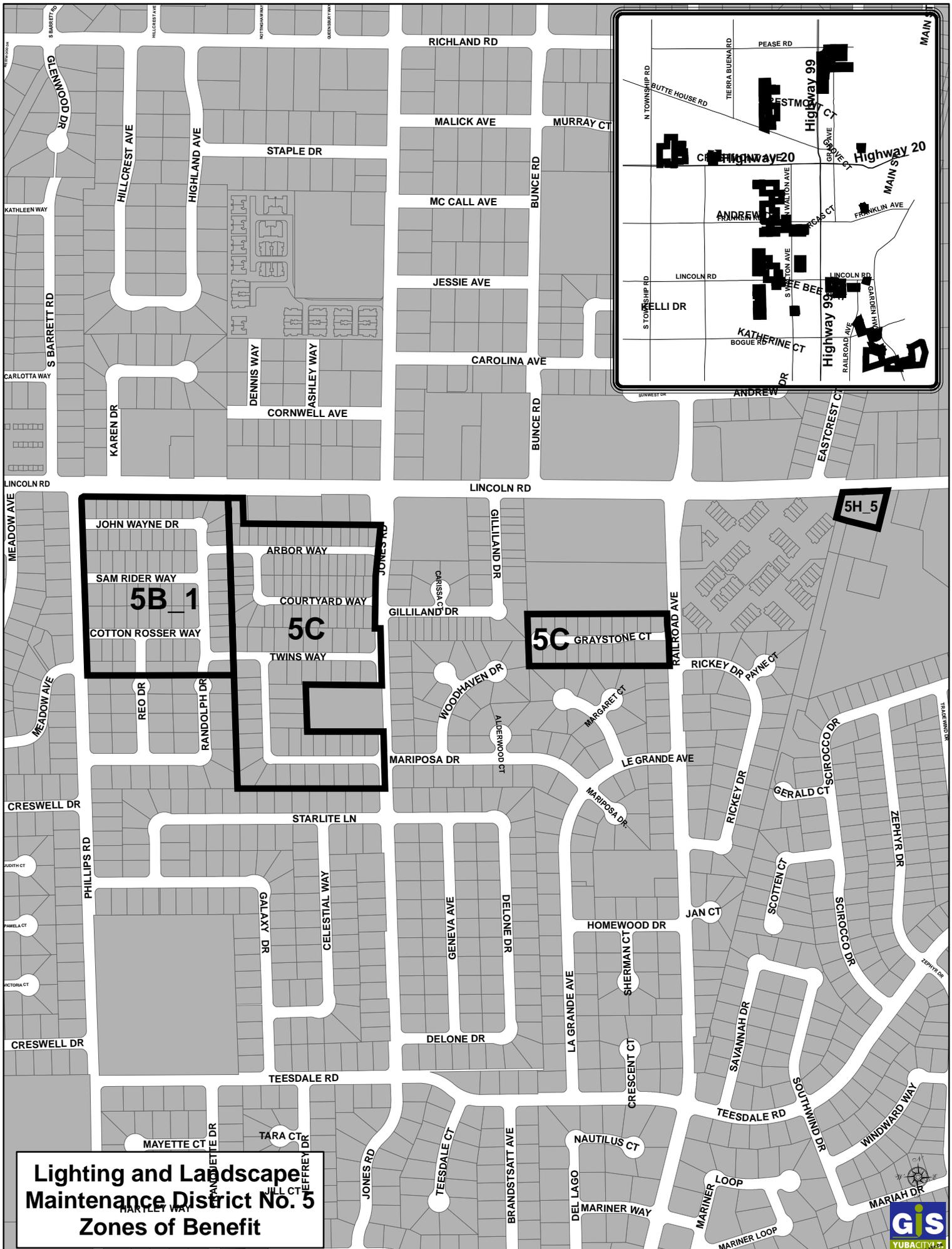
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





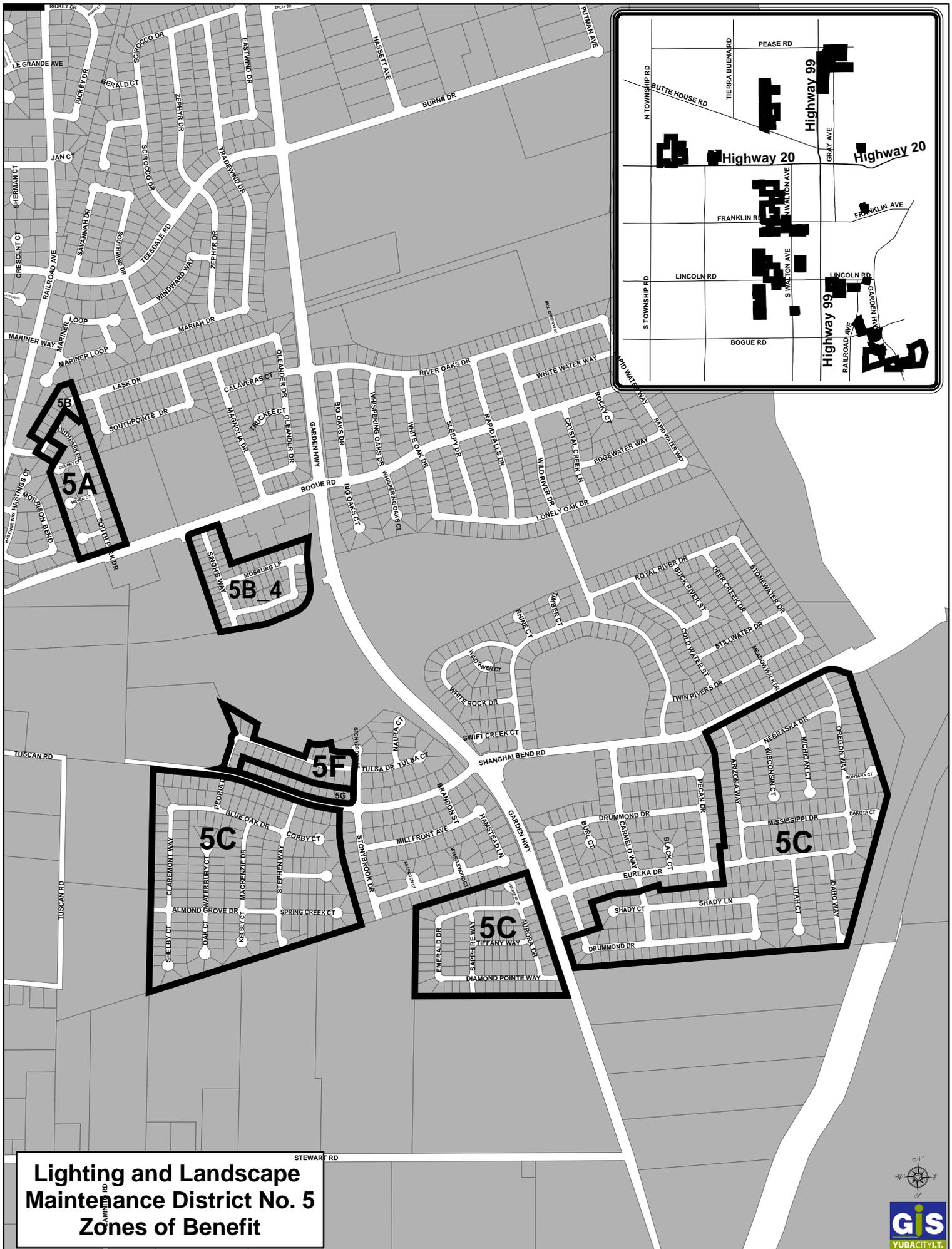
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Maintenance District No. 5
Zones of Benefit**





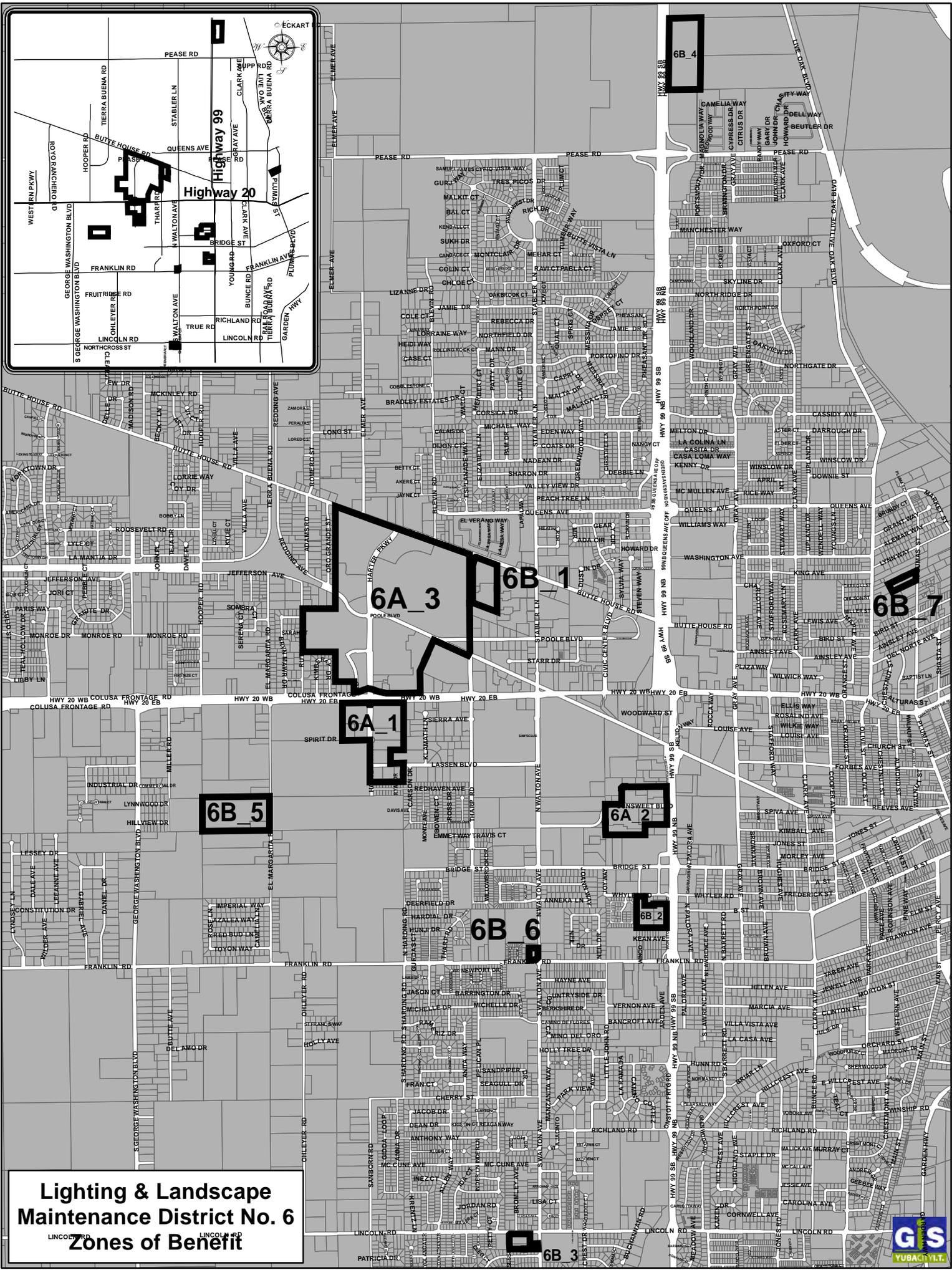
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





**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: August 19, 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 Confirming Diagram and Assessment and Levying the Assessment

Recommendation: Conduct a public hearing and after consideration of the item, adopt a resolution confirming the diagram and assessment and levying the assessment for FY 2014/15, pursuant to the Benefit Assessment Act of 1982.

Fiscal Impact: Walton District – nominal decrease in assessments
Tierra Buena District – no change in assessments

Purpose:

To confirm the diagram and assessment and levy the assessment for fiscal year 2014/15 within the Residential Street Light Maintenance Districts.

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.

On July 15, Council adopted a resolution directing the filing of the Annual Report and a resolution of intention to order the improvements, setting a public hearing for August 19th to establish the assessments for fiscal year 2014/15.

Analysis:

The proposed assessments are shown in Exhibit A.

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:

Conduct a public hearing and after consideration of the item, adopt a resolution confirming the diagram and assessment and levying the assessment for FY 2014/15, pursuant to the Benefit Assessment Act of 1982.

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

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
CONFIRMING THE DIAGRAM AND ASSESSMENT AND LEVYING THE
ASSESSMENT FOR THE FISCAL YEAR 2014/15 FOR THE YUBA CITY
RESIDENTIAL STREET LIGHT MAINTENANCE DISTRICT (Walton Avenue) AND
YUBA CITY 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, pursuant to the Benefit Assessment Act of 1982, California Government Code Division 2, Chapter 6.4, Section 54703 et seq. (hereafter referred to as the "Act"), did by previous resolution order the Engineer of Work, John Bliss with SCI Consulting Group, to prepare and file reports in connection with the Yuba City Residential Street Light Maintenance District (Walton Area) and the Yuba City Residential Street Light Maintenance District (Tierra Buena Area), hereafter referred to as the "Districts", the Zones therein and the proposed levy and collection of annual assessments against parcels of land for the fiscal year commencing July 1, 2014 and ending June 30, 2015; and,

WHEREAS, the Engineer of Work filed reports and the City Council adopted its Resolution of Intention to Levy and Collect Assessments with the Districts for fiscal year 2014/15 and set a public hearing to be held on August 19, 2014 in the meeting place of the City Council, City Hall, 1201 Civic Center Boulevard, Yuba City, California. Notice of the hearing was given in the time and manner required by law; and

WHEREAS, the City Council has carefully considered all oral and written comments presented with respect to the Districts and reports at a noticed Public Hearing and has discussed any necessary or desired modifications to the reports.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City hereby confirms the diagram and assessment as set forth in the annual reports of the Engineer of Work and hereby levies the assessment set forth therein for the fiscal year 2014/15.

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 19th day of August, 2014.

AYES:

NOES:

ABSENT:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk



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



CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor & Members of the City Council
From: Police Department
Presentation by: Robert D. Landon, Police Chief

Summary

Subject: Ordinance prohibiting aggressive and unsafe panhandling, within the corporate city limits of Yuba City

Recommendation: Introduce an Ordinance, prohibiting aggressive and unsafe panhandling, conduct a public hearing and waive the first reading

Fiscal Impact: None. Implementation of the proposed ordinance is not expected to impact the Yuba City Police Department's resources to investigate and monitor other crimes within the City

Purpose:

To protect the safety and welfare of the general public and improve the quality of life and economic vitality of the City of Yuba City by imposing reasonable time, place and manner restrictions on aggressive, intrusive or unsafe panhandling while respecting the constitutional rights of free speech for all citizens

Background:

There have been numerous complaints by citizens and business owners of incidents involving aggressive panhandlers, and panhandlers creating public safety hazards at intersections and near retail businesses, shopping centers, business establishments and locations with automated teller machines (atm's). The Yuba City Police Department, City Staff, and legal advisors have explored numerous options to help protect the safety and welfare of the general public and improve the quality of life and economic vitality of the city by imposing reasonable time, place and manner restrictions on aggressive and intrusive solicitation while respecting the constitutional rights of free speech. The current ordinances and laws are insufficient to address the problems associated with aggressive and intrusive solicitation.

Analysis:

Historically, the right to solicit donations, whether for oneself or for others, is constitutionally protected under the First Amendment of the Constitution of the United

States. The City of Yuba City has experienced a marked increase in the amount of persons soliciting donations throughout the city. This increase has brought numerous complaints from businesses and private citizens about unsafe practices of the persons soliciting, to include numerous complaints of aggressive and intrusive solicitation.

Staff researched several ordinances that have been enacted in the Northern California area which had experienced similar problems with aggressive and unsafe panhandling. The City Attorney also researched recent case law decisions that are similar in content during the course of preparing the proposed ordinance. Courts have upheld ordinances that put limitations on certain acts of solicitation or panhandling where the regulations are narrowly tailored to address problems so long as the ordinance does not ban all opportunities for solicitation. The courts have also struck down a number of panhandling ordinances that went too far and attempted to regulate what the court determined was protected speech.

The current proposed ordinance is timely and appropriate because current laws and City regulations are insufficient to address the aforementioned problems. The restrictions contained in the proposed ordinance are neither overbroad nor vague and they are narrowly tailored to serve a substantial government interest. The goal of this law is to protect citizens from the fear and intimidation accompanying certain kinds of panhandling that have become an unwelcome presence in the City, and to protect the safety of the general public.

The proposed ordinance covers the following items and areas:

Aggressive and intrusive panhandling typically includes approaching or following pedestrians, the use of abusive language, unwanted physical contact, or the intentional blocking of pedestrian and vehicular traffic.

Panhandling from people in places where they are a captive audience in which it is impossible or difficult for them to exercise their own right to decline to listen to or avoid panhandling from others, is problematic and presents a risk to the health, safety and welfare of the public. Such places include public transportation vehicles and their designated locations for stops, as well as gasoline stations. The presence of individuals who panhandle money from persons at or near banks or automated teller machines is especially threatening and dangerous. Such activity often carries with it an implicit threat to both person and property. Restricting panhandling in such places will provide a balance between the rights of the panhandlers and the rights of the persons who wish to decline or avoid such panhandlings and will help avoid or diminish the threat of violence in such unwarranted and unavoidable confrontations.

Panhandling on roadway medians, at traffic intersections, and in the public roadway is unsafe and hazardous for panhandlers, drivers, pedestrians, and the general public. Panhandling on roadway median strips, at traffic intersections, and in the public roadway increases the risk of drivers becoming distracted from their primary duty to watch traffic, which may result in automobile accidents, congestion and blockage of streets, and delay and obstruction of the free flow of travel, all of which constitute substantial traffic safety problems.

The practice of panhandling near driveways accessing shopping centers, retail, and business establishments is unsafe and hazardous for panhandlers, drivers, pedestrians and the general public. The location of the panhandler near the driveway compromises the panhandler's safety, impedes visibility, and impairs a driver's ability to safely enter and exit. Drivers also become distracted from their duty to watch traffic which may result in automobile accidents, congestion and blockage of streets, and delay and obstruction of the free flow of travel, all of which constitute substantial traffic safety problems.

The penalty for a first violation of this ordinance is an infraction, the second or subsequent offense within a six month period shall be guilty of a misdemeanor. Nothing in this ordinance shall limit or preclude the enforcement of any other applicable laws or remedies available for violations of this ordinance.

Fiscal Impact:

None. Implementation of the proposed ordinance is not expected to impact the Yuba City Police Department's resources to investigate and monitor other crimes within the City.

Alternatives:

Do not approve ordinance or direct staff to modify ordinance.

Recommendation:

Introduce an Ordinance, prohibiting aggressive and unsafe panhandling, conduct a public hearing and waive the first reading

Prepared By:

/s/ Robert D. Landon

Robert D. Landon
Chief of Police

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance

RB

City Attorney

TH

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
ADDING CHAPTER 22 TO TITLE 4 OF THE YUBA CITY MUNICIPAL CODE RELATING
TO THE PROHIBITION OF AGGRESSIVE AND UNSAFE PANHANDLING

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

Section 1. Chapter 22 of Title 4 is hereby added to the Yuba City Municipal Code to read as follows:

CHAPTER 22

AGGRESSIVE AND UNSAFE PANHANDLING

Sections:

4-22.010	Purpose and Findings
4-22.020	Definitions
4-22.030	Prohibited Panhandling
4-22.040	Penalty
4-22.050	Severability

Section 4-22.010 Purpose and Findings.

A. The purpose and intent of this chapter is to protect the safety and welfare of the general public and improve the quality of life and economic vitality of the City of Yuba City by imposing reasonable time, place, and manner restrictions on aggressive, intrusive or unsafe panhandling while respecting the constitutional rights of free speech for all citizens.

B. Aggressive and intrusive panhandling typically includes approaching or following pedestrians, the use of abusive language, unwanted physical contact, or the intentional blocking of pedestrian and vehicular traffic. The City Council finds that an increase in aggressive panhandling throughout the City has become disturbing and disruptive to residents and businesses and has contributed not only to the loss of access to and enjoyment of places open to the public, but has also created an enhanced sense of fear, intimidation and disorder.

C. The City Council finds that panhandling from people in places where they are a "captive audience" in which it is impossible or difficult for them to exercise their own right to decline to listen to or to avoid panhandling from others, is problematic and presents a risk to the health, safety and welfare of the public. Such places include public transportation vehicles and their designated locations for stops, as well as gasoline

stations. The City Council further finds that the presence of individuals who panhandle money from persons at or near banks or automated teller machines is especially threatening and dangerous. Such activity often carries with it an implicit threat to both person and property. Restricting panhandling in such places will provide a balance between the rights of panhandlers and the rights of persons who wish to decline or avoid such panhandlings, and will help avoid or diminish the threat of violence in such unwarranted and unavoidable confrontations.

D. The City Council finds that panhandling on roadway median strips, at traffic intersections, and in the public roadway is unsafe and hazardous for panhandlers, drivers, pedestrians, and the general public. Panhandling on roadway median strips, at traffic intersections, and in the public roadway increases the risk of drivers becoming distracted from their primary duty to watch traffic which may result in automobile accidents, congestion and blockage of streets, and delay and obstruction of the free flow of travel, all of which constitute substantial traffic safety problems.

E. The City Council further finds that the practice of panhandling near driveways accessing shopping centers, retail, and business establishments is unsafe and hazardous for panhandlers, drivers, pedestrians and the general public. The location of the panhandler near the driveway compromises the panhandler's safety, impedes visibility, and impairs a driver's ability to safely enter and exit. Drivers also become distracted from their duty to watch traffic which may result in automobile accidents, congestion and blockage of streets, and delay and obstruction of the free flow of travel, all of which constitute substantial traffic safety problems.

F. This law is timely and appropriate because current laws and City regulations are insufficient to address the aforementioned problems. The restrictions contained herein are neither overbroad nor vague and they are narrowly tailored to serve a substantial governmental interest. The goal of this law is to protect citizens from the fear and intimidation accompanying certain kinds of panhandling that have become an unwelcome presence in the City, and to protect the safety of the general public.

Section 4-22.020 Definitions.

For purposes of this chapter, the following words, terms and phrases shall have these definitions:

A. "After dark" means any time from one-half hour after sunset to one-half hour before sunrise.

B. "Aggressive" shall mean any of the following:

1. Conduct intended or likely to cause a reasonable person to fear bodily harm to oneself or to another, to fear damage to or loss of property, or otherwise to be intimidated into giving money or other thing of value;

2. Intentionally touching or causing physical contact with another person or an occupied vehicle without that person's consent;

3. Persisting in closely following or approaching a person, after the person has informed a panhandler that such person does not want to be panhandled or does not want to give money or any other thing of value to the panhandler;

4. Using violent or threatening gestures toward a person; or

5. Using profane, offensive or abusive language that is inherently likely to provoke an immediate reaction either before, during or after panhandling.

C. "Automated teller machine" (ATM) shall mean any electronic information processing device which accepts or dispenses cash in connection with a credit, deposit, or convenience account.

D. "Automated teller machine facility" shall mean the area comprised of one or more automated teller machines, and any adjacent space which is made available to banking customers after regular banking hours.

E. "Bank" shall mean any member bank of the Federal Reserve System, and any bank, banking association, trust company, savings bank, or other banking institution organized or operated under the laws of the United States, and any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.

F. "Check cashing business" shall mean any person duly licensed as a check seller, bill payer, or prorater pursuant to Division 3 of the California Financial Code, commencing with section 12000.

G. "Credit union" shall mean any federal credit union and any state-chartered credit union the accounts of which are insured by the Administrator of the National Credit Union Administration.

H. "Donation" shall mean a gift of money or other item of value.

I. "Financial institutions" for purposes of this chapter shall mean any of the following as defined herein: bank, savings and loan association, credit union, and/or check cashing business.

J. "Intrusive" shall mean to thrust or force oneself in without invitation, permission, or welcome and cause physical contact, block the path of travel, or behave in a threatening manner.

K. "Median strip" shall mean a paved or planted area of public right-of-way that divides a street or highway according to the direction of travel.

L. "Panhandling" shall mean to ask, beg, request using the spoken, written, or printed word, or bodily gestures, signs or other means with the purpose of obtaining an immediate donation of money or other thing of value or panhandling the direct and immediate sale of goods or services.

M. "Public place" shall mean a place to which the public or a substantial group of persons has access, and includes, but is not limited to, any street, highway, sidewalk,

parking lot, plaza, transportation facility, school, place of amusement, park, playground, and any doorway, entrance, hallway, lobby and other portion of any business establishment, an apartment house or hotel not constituting a room or apartment designed for actual residence.

N. "Public transportation vehicle" shall mean any vehicle, including a trailer bus, or train, designed, used or maintained for carrying 10 or more persons, including the driver; or a passenger vehicle designed for carrying fewer than 10 persons, including the driver, and used to carry passengers for hire.

O. "Savings and loan association" shall mean any federal savings and loan association and any "insured institution" as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 1752 of the Federal Credit Union Act.

Section 4-22.030 Prohibited Panhandling.

A. No person shall panhandle in an aggressive or intrusive manner in any public place.

B. All panhandling is prohibited at the following specified locations:

1. Financial Institutions and Automated Teller Machines (ATMs). No person shall panhandle within an automated teller machine facility where a reasonable person would or should know that he or she does not have the permission to do so from the owner or other person lawfully in possession of such facility. No person shall panhandle within thirty-five (35) feet of any entrance or exit of any financial institution during its business hours or within thirty-five (35) feet of any automated teller machine during the time it is available for customers' use. When an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility.

These provisions shall not apply to any unenclosed automated teller machine located within any building, structure or space whose primary purpose or function is unrelated to banking activities, including but not limited to supermarkets, airports and school buildings, provided that such automated teller machine shall be available for use only during the regular hours of operation of the building, structure or space in which such machine is located.

2. Motor Vehicles. No person shall panhandle from an operator or occupant traveling in a motor vehicle while such vehicle is located within one hundred (100) feet of any intersection in which at least one corner is controlled by an official traffic signal of the type set forth in California Vehicle Code Section 21450 or by any sign regulating the flow of traffic, such as a stop sign or yield sign.

3. Median Strips. No person shall panhandle on a median strip or in any manner or location that is inconsistent with the provisions of the California Vehicle Code.

4. Driveways Accessing Shopping Centers, Retail, and Business Establishments. No person shall panhandle from an operator or occupant traveling in a motor vehicle while such vehicle is located within thirty-five (35) feet of a driveway providing vehicular access to a shopping center, retail, or business establishment.

5. Public Transportation Vehicles and Stops. No person shall panhandle in any public transportation vehicle or within fifty (50) feet of any designated or posted public transportation vehicle stop.

6. Gasoline Stations and fuel pumps. No person shall panhandle from an operator or occupant of a motor vehicle while such vehicle is stopped in a gasoline station or at a gasoline pump. This subsection (B) (6) shall not apply to panhandlings related to business authorized by and/or conducted by the property owner, business owner, or employees thereof on the premises.

C. No person shall panhandle in any place after dark. This section is not violated if a person who is panhandling is doing so: (1) on private property that is open to the public; and (2) with the express authorization of the owner, manager, or supervisor at the business operating at the property.

Section 4-22.040 Penalty.

A. Infraction: Any person who violates section 4-22.030 of this chapter shall be guilty of an infraction.

B. Misdemeanor: Any person who violates section 4-22.030 of this chapter more than two times within a six month period shall be guilty of a misdemeanor.

C. Nothing in this chapter shall limit or preclude the enforcement of any other applicable laws or remedies available for violations of this chapter.

Section 4-22.050 Severability.

The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, phrase, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 2. This ordinance shall become effective thirty (30) days after its adoption. A summary of this ordinance shall be published once at least five (5) days prior to the adoption of this ordinance and once within fifteen (15) days after its adoption, in the Appeal Democrat, a newspaper of general circulation in the City of Yuba City.

Introduced and read at a regular meeting of the City Council of the City of Yuba City the ____ day of _____, 2014, and adopted at a regular meeting thereof held on the ____ day of _____, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

**CITY
OF
YUBA CITY**



City Clerk

1201 Civic Center Blvd. • Yuba City California 95993

NOTICE OF PUBLIC HEARING

Notice is hereby given that on Tuesday, August 19, 2014 at 6:00 P.M. in the City Hall Council Chambers, 1201 Civic Center Boulevard, Yuba City, or as soon thereafter as may be heard, the City Council of the City of Yuba City will hold a public hearing to obtain public comment about;

An ordinance of the City of Yuba City, adding Chapter 22 to Title 4 of the City of the Yuba City Municipal Code relating to the prohibition of aggressive and unsafe panhandling.

The purpose of this chapter is to protect the safety and welfare of the general public and improve the quality of life and economic vitality of the City of Yuba City by imposing reasonable time, place and manner restrictions on aggressive, intrusive or unsafe panhandling while respecting the constitutional rights of free speech for all citizens.

All interested parties are invited to attend the hearing to express their opinions. Written or verbal statements will be accepted. The City Council Chambers are accessible by wheelchair. If you require auxiliary aids or services (i.e., signing services hearing amplification) to make a presentation to the City Council, the City will be available to assist you. Please contact the City Clerk's office (530-822-4609; TDD 530-822-4732) at least 72 hours in advance so such aids or services can be arranged.

Terrel Locke, City Clerk

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)
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**

Closed Session—Butte Room

- A. Conferred 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. 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 6:00 p.m.

Roll Call

Present: Councilmembers Buckland, Dukes, Maan, Starkey and Mayor Gill
Absent: None

Invocation

Councilmember Buckland gave the invocation.

Pledge of Allegiance to the Flag

Councilmember Starkey led the Pledge of Allegiance

Presentations and Proclamations

- 1. **Proclamation for Tim McKenna, Downtown Business Association**
Mr. McKenna was unable to attend.
- 2. **Proclamation for Dr. James Mariner, Personnel Board**
Mayor Gill presented a proclamation to Dr. James Mariner in appreciation for his 25 years of service on the Yuba City 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**

Mayor Gill opened the Public Hearing and the following person spoke:

Jon Whiteman, Northridge Drive Yuba City - opposed

Mayor Gill closed the Public Hearing.

Councilmember Buckland moved to adopt **Resolution No. 14-044** 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. Councilmember Dukes seconded the motion that passed with a unanimous vote.

Public Communication

4. Written Requests

Mr. Gary Stucky, Executive of Public Employees' Union Local #1 addressed Council regarding employee negotiations

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 on Items 6, 8, 9 & 10, and Item No. 7 passed with abstentions from Councilmember Starkey and Mayor Gill, as they have property within the District.

6. Minutes of June 24, 2014

Approved 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

A) Adopted the following Resolutions to continue the Maintenance Districts, pursuant to the Landscaping and Lighting Act of 1972:

- **Resolution No. 14-045** Directing Filing of Annual Report, Yuba City Landscape Maintenance District No. 1
- **Resolution No. 14-046** Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1
- **Resolution No. 14-047** Directing Filing of Annual Report, Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6
- **Resolution No. 14-048** Intention to Order Improvements, Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6

B) Setting 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

A) Adopted the following Resolutions to continue the Residential Street Light Maintenance Districts, pursuant to the Benefits Assessment Act of 1982:

- **Resolution No. 14-049** Directing Filing of Annual Report, Yuba City Residential Street Light Maintenance Districts
- **Resolution No. 14-050** Intention to Order Improvements, Yuba City Residential Street Light Maintenance Districts

B) Setting 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

Authorized 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)

A) Approved additional funds, in the amount of \$250,000, for the completion of Downtown Area Collection System Rehab/Replacement Project

B) Authorized 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)

Councilmember Starkey moved to:

- A) Adopt **Resolution No. 14-051** 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; and
- C) Adopt **Resolution No. 14-052** approving Confidential Group contribution towards retirement benefits

Councilmember Maan seconded the motion that passed with a unanimous vote.

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

Councilmember Dukes moved to 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. Councilmember Buckland seconded the motion that passed with a unanimous vote.

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

Councilmember Starkey move to 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. Councilmember Buckland seconded the motion that passed with a unanimous vote.

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

Councilmember Dukes move to 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. Councilmember Maan seconded the motion that passed with a unanimous vote.

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

Councilmember Starkey moved to:

- A) Adopt **Resolution No. 14-053** 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 **Resolution No. 14-054** 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.]; and
- C) Adopt **Resolution No. 14-055** 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.

Councilmember Dukes seconded the motion that passed with a unanimous vote.

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

Councilmember Buckland moved to 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. Councilmember Dukes seconded the motion that passed with a unanimous vote.

Business from the City Council

17. City Council Protocols - Rules of Conduct and Decorum

Councilmember Dukes moved to adopt **Resolution No. 14-056** Establishing and Confirming Conduct and Decorum Protocols and Procedures. Councilmember Starkey seconded the motion that passed with a unanimous vote.

18. 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 7:25 p.m. in memory of Mark Martin, owner of the Sutter Buttes Brewery.

Kash Gill, Mayor

ATTEST:

Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor Gill & Members of the City Council
From: Fire Department
Presentation By: Peter H. Daley, Fire Chief

Summary

Subject: 2013 Assistance to Firefighters Grant Program – Replacement of Structure Firefighting Helmets

Recommendation: Accept the award of the 2013 Assistance to Firefighters Grant in the amount of \$20,425 and approve revenue adjustment to the Fire Department budget in the amount of \$18,383.

Fiscal Impact: The grant related costs are split 90% Federal and 10% local match; the local match of \$2,042 will be funded from the FY 2014-15 General Fund Operating Budget.

Purpose:

Upgrade personal protective equipment used by Yuba City firefighters.

Background:

The Federal Department of Homeland Security has conducted its annual Assistance to Firefighters Grant program since 2001. The goal of this program is to enhance fire departments' abilities with respect to fire and fire-related hazards. Under the current program, Federal funds cover 90% of project related costs, with the individual agency required to provide a 10% local match.

The Yuba City Fire Department submitted an application under the 2013 Assistance to Firefighters Grant cycle and has been awarded \$20,425 for the replacement of all of the Department's structural firefighting helmets.

Analysis:

The National Fire Protection Association (NFPA) develops, publishes, and disseminates more than 300 consensus codes and standards intended to minimize the possibility and effects of fire and other risks.

One of the standards NFPA has recently established was NFPA 1851, which established standard requirements for the selection, care, and maintenance of firefighting protective ensembles (helmets).

Yuba City Fire applied for funding under the 2013 Assistance to Firefighters Grant to replace all 53 helmets in use and to establish Department helmet specifications, maintenance standards and maintenance/repair tracking systems to be in compliance with NFPA 1851.

NFPA 1851 standards are legal standards in many states, though in California we follow CalOSHA standards, but there are exceptions. In recent years, CalOSHA has deferred to the more stringent NFPA 1851 standards in the investigations of on-duty firefighter injuries and deaths. Failure to address the standards established under NFPA 1851 opens the City to significant liability exposure.

Fiscal Impact:

Under the Assistance to Firefighters Grant program, a local agency is required to provide a 10% match to the funds provided through the grant program. The work proposed in the Yuba City Fire Department's grant application totals \$20,425, of which \$18,383 would be provided under the grant, with the City providing the required 10% local match, being \$2,042. The local match funds will be charged to Fire Department Account #2310-64202, which the City Council approved in the Department's FY 2014-2015 operating budget. All grant-related purchases will comply with the City's bidding and purchasing policy requirements.

Alternatives:

Do not approve the grant award.

Recommendation:

Accept the award of the 2013 Assistance to Firefighters Grant in the amount of \$20,425 and approve revenue adjustment to the Fire Department budget in the amount of \$18,383.

Prepared By:

/s/ Peter H. Daley
Peter H. Daley
Fire Chief

Submitted By:

/s/ Steven C. Kroeger
Steven C. Kroeger
City Manager

Reviewed By:

Finance

[RB](#)

City Attorney

[TH](#)

CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor & Members of the City Council
From: Police Department
Presentation By: Robert D. Landon, Chief of Police

Summary

Subject: Assembly Bill 109 Police Realignment Funding Allocation (\$104,408)
Recommendation: Authorize the Chief of Police to accept the 2014/2015 FY Realignment funding and approve expenditure recommendations. Further, authorize the Chief Financial Officer to make budget adjustments as necessary.
Fiscal Impact: \$104,408 deposit into account 100-43495 – (No City match required).

Purpose:

State allocation of funds due to the impacts of realignment (Assembly Bill 109, the reduction of the State prison population) to municipal law enforcement agencies.

Background:

Each year, dependent upon State budget priorities, funds may be allocated to law enforcement agencies to assist in carrying out priorities as established by the Chief of Police, due to the impacts of realignment (Assembly Bill 109, the reduction of the State prison population) to municipal law enforcement agencies. Since 2012-2013 the California State Budget has provided funding for municipal front-line law enforcement. The initial funding was \$20 million and has been raised in subsequent budget proposals. The 2014-2015 California State budget allocation for Realignment for municipal agencies has been set at \$40 million. The Yuba City allocation was set at \$156,534. This money will be split with the County of Sutter at a ratio of 2/1, with Yuba City receiving \$104,408. The ratio was based on the incorporated population of Sutter County patrolled by each jurisdiction (Sutter County patrols a portion of Yuba City and all of Live Oak).

The State Government Code restricts the money to be used for front line municipal law enforcement purposes that are directly impacted by the increase of demands as a result of AB 109. The State has emphasized that some of the monies be spent on gang education and prevention in our community. The funding may not be used to supplant any existing law enforcement services provided by the City. No cash match is required.

Analysis:

The Police Department has utilized funding in the past two years to upgrade our Police K-9 services and for equipment and training that will enable our Patrol and Investigation Units to deal with the impact of more criminals into our jurisdiction. We would recommend continuing this practice with this year's allocation.

The Police Department would like to continue allocating this money into these same areas, with an emphasis on upgrading our Gang Resistance, Education And Training Program (GREAT), a program that teaches our youth the dangers of becoming involved in the gang culture. This will meet the

recommendations of the State in educating our youth in their impressionable years at all of our schools during the 5th or 6th grade school years. A portion of the money will also be spent to upgrade our Special Weapons and Tactics units equipment, and to provide new and improved training equipment to our Patrol Unit in the form of school violence training and equipment that will accommodate the realistic scenario training needed to prepare for the possibilities of an event at one of our cities schools or public places of assemblage.

Fiscal Impact:

\$104,408 into account 100-43495 (No city match required).

Alternatives:

Provide staff with alternative spending paths which will not supplant routine expenditures in the general fund.

Recommendation:

Authorize the Chief of Police to accept the 2014/2015 FY Realignment funding and approve expenditure recommendations. Further, authorize the Chief Financial Officer to make budget adjustments as necessary.

Prepared By:

/s/ Robert D. Landon

Robert D. Landon
Chief of Police

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance
City Attorney

RB

TH

CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Purchase of APN 51-660-084 (West side of Clark Avenue between Kensington Way and Santa Barbara Way)

Recommendation: Approve the purchase of APN 51-660-084 for \$68,333.71 plus title and escrow fees and authorize a supplemental appropriation in the amount of \$72,000 from unallocated Road Fund balance to Account No. 901203-65517 (Clark Avenue APN 51-660-084 Acquisition)

Fiscal Impact: \$72,000 – Account No. 901203-65517

Purpose:

Acquire APN 51-660-084 to combine and provide for access to City-owned parcel APN 51-620-026.

Background:

Dunmore Canterbury LLC owns a narrow parcel, 0.2 acres in size, on the west side of Clark Avenue between Kensington Way and Santa Barbara Way identified as APN 51-620-084. The parcel separates a City-owned parcel, APN 51-620-026, from access to Providence Court. The parcel is desired so that it can be combined with APN 51-620-026 and potentially sold and subdivided into residential lots at a later date.

Analysis:

Staff has been working with the representative for Dunmore Canterbury LLC to develop the attached Purchase and Sale Agreement for the purchase of the parcel. Escrow will close by August 31, 2014.

Fiscal Impact:

The purchase price of the parcel is \$68,333.71 plus title and escrow fees. The purchase price includes \$43,333.71 for unsecured tax liens. Staff is working with the Sutter County Tax Collector to have the tax liens removed from the property, which would reduce the purchase price to \$25,000 plus title and escrow fees. Staff is requesting a supplemental appropriation of \$72,000 from unallocated Road Fund balance to Account No. 901203-65517 (Clark Avenue

APN 51-660-084 Acquisition). The City will have the opportunity to recover the funds if and when the property is sold for subdivision into residential lots.

Alternatives:

Do not approve the purchase of APN 51-660-084.

Recommendation:

Approve the purchase of APN 51-660-084 for \$68,333.71 plus title and escrow fees and authorize a supplemental appropriation in the amount of \$72,000 from unallocated Road Fund balance to Account No. 901203-65517 (Clark Avenue APN 51-660-084 Acquisition)

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

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this 19th day of August, 2014, by and between the City of Yuba City ("City"), a Municipal Corporation, and Dunmore Canterbury, LLC ("Seller").

Recitals

A. Seller is the owner of certain real property (the "Property") located at APN 51-660-084, Yuba City, California, and described in the legal description attached hereto as Exhibit A and incorporated herein by reference.

B. The City desires to purchase the Property from Seller.

Agreements

NOW, THEREFORE, THE CITY AND SELLER HEREBY AGREE AS FOLLOWS:

1. Agreement to Sell and Purchase. Seller agrees to sell to the City, and the City agrees to purchase from Seller, the Property, upon the terms and for the consideration set forth in this Agreement.

2. Purchase Price. The total purchase price for the Property (the "Purchase Price") is Sixty-Eight Thousand Three Hundred Thirty-Three Dollars and Seventy-One Cents (\$68,333.71). The Purchase Price shall be paid by cash or certified check upon the close of escrow.

3. Escrow.

3.01 General.

A. Opening. The purchase and sale of the Property shall be consummated by means of an escrow to be opened by Placer Title Company (the "Escrow Holder"), 1110 Civic Center Boulevard, Suite 302, Yuba City, CA 95993. The escrow shall be opened on the date of signature of the second party to sign this Agreement (the "Effective Date"). The Effective Date shall be immediately communicated and a fully executed copy of this Agreement shall be delivered to the other party.

B. Instructions. The escrow instructions given to Escrow Holder shall be consistent with the terms of this Agreement. As between the parties, the terms of this Agreement shall prevail if there is any inconsistency, unless any instruction specifically states that it is intended to supersede a provision of this Agreement.

C. Close of Escrow. "Close of escrow," "close," or "closing" shall mean the date when the deed conveying the Purchase Property to the City is recorded in the official records of Sutter County, California. Escrow shall close on or before August 31, 2014 (the "Closing Date").

D. Costs and Expenses. City shall pay the premium for a CLTA policy of title insurance. City shall pay the cost of any additional cost attributable to the title policy being an ALTA policy and any special endorsements to the title policy requested by City. City shall pay all other costs associated with the escrow including, but not limited to, the cost and expense of preparing, executing, acknowledging and delivering the grant deed, transfer taxes, recording fees and document preparation costs of the Escrow Holder.

E. Prorations. Real property taxes imposed upon the Purchase Property by Sutter County or any governmental or special district, organization or body shall be prorated as of the Close of Escrow, on the basis of 30-day months.

3.02 Delivery of Documents and Funds.

A. By the Seller. Prior to and as a condition to Close of Escrow, Seller shall:

(1) Deposit with Escrow Holder the grant deed for the Property, fully executed and notarized;

(2) Deposit with Escrow Holder a Transferor's Certificate of Nonforeign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, certifying that Seller is not a foreign person;

(3) Deposit with Escrow Holder California Form 590-RE, Withholding Exemption Certificate for Real Estate Sales; and

(4) Execute and deliver to Escrow Holder such other instructions and documents as may be required by Escrow Holder to close escrow in accordance with this Agreement.

B. By the City. Prior to and as a condition to Close of Escrow, the City shall:

(1) Deposit with Escrow Holder the Purchase Price and any other funds required from the City for prorations and closing costs; and

(2) Execute and deliver to Escrow Holder such other instructions, documents and funds as may be required by Escrow Holder to close escrow in accordance with this Agreement.

C. By Escrow Holder. When all other conditions for the Close of Escrow have

been met, Escrow Holder shall promptly:

(1) Disburse to Seller the Purchase Price, after deducting therefrom all items chargeable to the account of Seller pursuant to this Agreement;

(2) Disburse to the Sutter County Tax Collector, payment for unsecured tax liens;

(3) Cause the grant deed to the City to be recorded in the official records of Sutter County; and

(4) Deliver to the City a CLTA owner's policy of title insurance (or ALTA policy if the City so requests), insuring title in the City subject only to exceptions consistent with the terms of this Agreement.

3.03 Additional Conditions to Close of Escrow.

A. General. The provisions of this Section 3.03 are conditions to the Close of Escrow and, unless otherwise provided expressly or by context, are covenants of the party responsible for causing the condition to be satisfied. If any of such conditions is not fulfilled by either the date stated, or, where no specific date is stated, five days before the Closing Date, then, except as otherwise provided in this Agreement, the party benefited by the condition shall have the right to cancel and terminate this Agreement and the escrow, in which event all rights and obligations of the City and Seller hereunder shall be terminated and be of no further force and effect and all funds and instruments deposited into escrow shall be returned to the party who deposited the same.

B. Title. Taxes shall be apportioned and cleared in the manner required by Sections 5081, et seq. of the California Revenue and Taxation Code; the date of apportionment shall be the same as the time of Close of Escrow. Seller shall cause the Purchase Property to be conveyed to the City by grant deed, subject only to current taxes and other exceptions and all other matters disclosed by the Preliminary Report, as defined below, other than monetary liens. Escrow Holder must be ready and able to issue its CLTA policy of title insurance, or ALTA policy if the City so requests, insuring title in the City with liability in the amount of the Purchase Price. The policy shall list only the foregoing taxes and exceptions in addition to the printed exceptions common to the form of policy required by the City.

C. Approval of Exceptions to Title. Seller shall order from Escrow Holder and cause to be delivered to the City within five days after the Effective Date a copy of a Preliminary Report covering the Purchase Property (the "Preliminary Report") and legible copies of all documents referred to in the Preliminary Report. The City shall have fifteen (15) days within which to, approve or disapprove the exceptions listed in the Preliminary Report. Notice shall be given as provided in Section 5.01. Failure to give

written notice of approval or disapproval to Seller of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens other than current taxes, bonds and assessments. If the City disapproves any exceptions, Seller shall have five days within which to agree to attempt to remove the exception. Notice shall be given as provided in Section 5.01. Failure to give written notice of such agreement to the City shall be deemed to be refusal, except that Seller shall automatically be deemed to agree to remove monetary liens other than current taxes, bonds and assessments. If Seller does not agree to attempt to remove any exceptions properly and timely disapproved by the City, this Agreement shall terminate without further liability to either party unless the City waives its objection within a second five-day period. If Seller shall agree to remove any exception objected to by the City, Seller shall then have until the Closing Date within which to attempt to remove such exception. If Seller is unable to remove any exception objected to by the City by the Closing Date, the City may elect to: (a) terminate this Agreement; or (b) waive the City's objection and close escrow.

D. The City's Due Diligence Conditions.

(1) The City's obligation to purchase is subject to the satisfaction on or before the date 30 calendar days after the Effective Date (the "Approval Date") of the following conditions which are for the City's benefit only:

(a) The City's approval of inspections, tests, surveys and other studies as the City may deem necessary. The City and the City's contractors and agents shall have reasonable access to the Purchase Property in order to conduct inspections, tests, surveys and other studies, including soils testing, to be conducted by or on behalf of the City, provided that the City shall repair any damage caused by such activities and shall indemnify and hold Seller harmless from and against any loss, damage or liability (including attorneys' fees) resulting from the activities of the City on the Purchase Property.

(b) The City's approval of Seller's Documents, as defined in Section 3.03(E).

(2) The City shall give notice to Seller and Escrow Holder of the City's approval or disapproval of the conditions set forth above (the "City's Notice") on or before the Approval Date. A failure to deliver the City's Notice shall be deemed disapproval. On disapproval by the City or failure of any of the conditions set forth above, on or before the Approval Date, the City's obligations under this Agreement shall terminate with no further liability to Seller.

E. Seller's Documents. Within five days after the Effective Date, Seller shall deliver copies of the following documents ("Seller's Documents") to the City:

(1) Documents evidencing any easements or other similar rights affecting the Purchase Property not disclosed by the Preliminary Report;

(2) Copies of any leases or licenses affecting the Purchase Property;

(3) All existing soil and substrata studies, engineering plans and studies, environmental assessments and other similar plans, diagrams or studies with respect to the Purchase Property that are in the possession of Seller or Seller's contractors or consultants; and

(4) All contracts, warranties and other agreements affecting the ownership, development or use of the Purchase Property that are in Seller's possession.

4. Representations and Warranties by Seller.

4.01 Representations and Warranties in General. Seller acknowledges that the execution of this Agreement by the City is made in material reliance by the City on the following representations and warranties:

A. Execution and Delivery. The execution and delivery by Seller of, and Seller's performance under this Agreement, are within Seller's powers and have been duly authorized by all requisite actions. This Agreement constitutes the legal, valid, binding and enforceable obligation of Seller.

B. Breach of Other Agreements. Neither the execution of this Agreement nor the consummation of the transaction contemplated herein will constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound or affected which affects the Purchase Property or any part thereof.

C. No Other Parties. There are no parties other than Seller with any interest in the Purchase Property (marital, homestead or otherwise), and no other signatures are required to make this Agreement fully enforceable by the City.

D. Rights of Others. Seller represents and warrants that to the best of Seller's knowledge, but without independent investigation, there are no parties in possession of any portion of the Purchase Property as tenants, tenants at sufferance, or trespassers, and no party has been granted any license, lease or other right relating to use or possession of the Purchase Property.

E. No Grant of Other Rights. Seller has not granted to any party, other than the City, any option, contract or other agreement with respect to a purchase or sale of the Purchase Property or any portion thereof or any interest therein.

F. No Bankruptcy or Litigation. Seller represents and warrants that to the

best of Seller's knowledge, but without independent investigation, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy, or under any applicable debtor relief laws, or any other litigation contemplated by, pending or threatened against Seller or the Purchase Property.

G. Seller Not Foreign Person. Seller is not a "foreign person" as such term is defined in Section 1445(1)(3) of the Internal Revenue Code of 1986, as amended.

H. Compliance with Laws. To the best of Seller's knowledge, but without independent investigation, the Purchase Property is in compliance in all material respects (both as to condition and use) with all applicable federal, state and local statutes, ordinances and codes, including, but not limited to, pollution, environmental protection and the rules and regulations of any governmental authority having jurisdiction over the Purchase Property. Seller is not aware of any outstanding violations of any of the foregoing.

I. Environmental Compliance. Seller represents and warrants that to the best of Seller's knowledge, but without independent investigation, there has been no disposal, discharge or release of Hazardous Materials on the Purchase Property. Except as disclosed in this Agreement, neither Seller nor, to the best of Seller's knowledge, any third party has used or installed any underground tank or used, generated, manufactured, produced, stored or disposed of on, under or about the Purchase Property or transported to or from the Purchase Property any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). To the best of Seller's knowledge and except as disclosed in this Agreement, there are no storage or treatment tanks, gas or oil wells, and there has been no disposal, discharge or release of any polychlorinated biphenyls, asbestos or other Hazardous Materials into or upon the Purchase Property, including, but not limited to, soils and ground or surface water in and around the Purchase Property. Seller is not aware of any present proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Toxic Substance Control) with respect to the presence of such Hazardous Materials on the Purchase Property or the migration thereof from or to other property.

4.02 Survival of Warranties. Seller agrees that each representation and warranty in Section 4.01 shall survive the Closing Date and shall not merge with the delivery to the City of the grant deed.

4.03 Notice of Changed Circumstances. If Seller becomes aware of any fact or circumstance which would render false or misleading a representation or warranty made by Seller, then Seller shall immediately give written notice of such fact or circumstance to the City, but such notice shall not relieve Seller of any liabilities or obligations with respect to any representation or warranty.

5. Miscellaneous.

5.15 Notices. Any notices or elections shall be made in writing and shall be deemed sufficiently given and served for all purposes: (a) upon delivery if given in person; (b) upon receipt if given by facsimile; (c) upon receipt if given by generally recognized overnight courier service; or (d) 72 hours after deposit with the United States Postal Service, certified mail or registered mail, return receipt requested, postage prepaid. Notices shall be given to the respective addresses/fax number set forth below, or to such other addresses/fax numbers as the parties may designate from time to time.

If to Seller: Dunmore Canterbury, LLC
Michael Kane, Manager
2845 Marconi Avenue
Sacramento, CA 95821
916.779.0430

If to City: City of Yuba City
Diana Langley, Public Works Director
1201 Civic Center Boulevard
Yuba City, CA 95993
530.822.4792

5.02 Broker's Commission. Neither the Seller nor the City shall be liable for any real estate commissions or brokerage fees which may arise from this Agreement. The Seller and City each represent that it has engaged no broker, agent or finder in connection with this transaction.

5.03 Interpretation. This Agreement has been executed in Yuba City, California. The captions of paragraphs used in this Agreement are for convenience only. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Seller and the City.

5.04 Time of Essence. Time is of the essence of this Agreement and of the escrow provided for herein.

5.05 Resolution of Disputes. Except for an action for specific performance by either party, which shall be venued in Sutter County Superior Court, all disputes pertaining to the Agreement, or any of its terms or provisions, shall be resolved by binding arbitration. The arbitrator shall be mutually agreed on by the parties. If there is no agreement, either party may petition the Superior Court of Sutter County to appoint an arbitrator from JAMS/Endispute of Sacramento, California. The person appointed shall be a retired Judge of the Superior Court or a retired Justice of the Court of Appeal or of the California Supreme Court. The parties shall share one-half (1/2) of the fees of

the arbitrator; provided, however, that the arbitrator may award as costs to the prevailing party the entire arbitrator's fee.

5.06 Attorneys' Fees. If either Seller or the City shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the prevailing party shall be entitled to reasonable attorneys' fees which shall consist of the fees for services rendered by counsel, the fees for services of experts, and all other expenses incurred in connection with the action, including those expenses recoverable as allowable costs of suit under the applicable state or federal statute, and those attorneys' fees and costs incurred executing upon or appealing any judgment, as well as all other expenses incurred during the course of the action.

5.07 Integration. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein.

5.08 Additional Documents. From time to time prior to and after the Close of Escrow, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

5.09 Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the Close of Escrow and delivery of the deed.

5.10 California Law. This Agreement shall be governed by the laws of the State of California.

5.11 Entry. During the term of this Agreement, the City and its designated agents and independent contractors shall have the right to enter onto the Purchase Property to conduct reasonable tests, studies, inquiries and appraisals with respect thereto. The City agrees to repair all damages it or its agents or independent contractors shall cause to the Purchase Property and further agrees to indemnify and hold Seller harmless of all costs, expenses, losses, attorneys' fees and liabilities (including, but not limited to, claims of mechanics' liens) incurred or sustained by Seller as a result of any acts of the City, its agents or independent contractors, pursuant to the rights granted by this section.

5.12 Possession. Seller shall deliver exclusive possession of the Purchase Property to the City at Close of Escrow.

5.13 Reporting to Internal Revenue Service. The escrow instructions for this transaction shall obligate Escrow Holder to report this transaction to the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code of 1986, as amended.

5.14 Calculation of Time Periods. If any date for performance under this Agreement falls on a Saturday, Sunday or bank holiday, then the date for performance shall be the next day which is not a Saturday, Sunday or bank holiday, and the next time period shall be calculated from and after the date of such actual performance.

5.15 Exhibits. All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to "this Agreement" includes matters incorporated by reference.

Seller:

Dunmore Canterbury, LLC

Dated:

By: _____
Michael Kane

City:

City of Yuba City

Dated:

By: _____
Steven C. Kroeger
City Manager

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Sutter, City of Yuba City and described as follows:

Parcel B as shown on that certain map entitled "Canterbury Estates No. 2" filed in the office of the County Recorder of Sutter County, California, on December 28, 2004 in Book 16 of Surveys, Page 241.

APN: 51-660-084

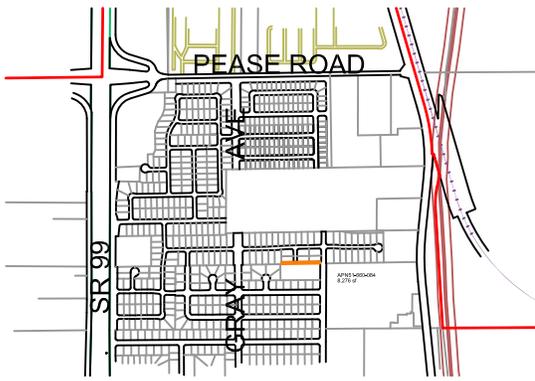
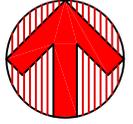


EXHIBIT
APN 51-660-084



SCALE: 1" = 300'



CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor & Members of the City Council
From: Administration
Presentation By: Darin Gale, Economic Development Manager

Summary

Subject: 2014 Economic Development Work Plan
Recommendation: Adopt the Yuba City Grow our Economy Work Plan and associated Implementation Plan
Fiscal Impact: None

Purpose:

Adoption of a five year Economic Development Work Plan for staff and the Economic Development Commission to implement over the next five years.

Background:

In 2008 the Council adopted its first economic development work plan. After adoption of the work plan Council established an Economic Development Commission, allocated funds for the initiative and hired an Economic Development Manager. Through these efforts the City successfully implemented many of the goals of that original work plan. This also included the successful development of the Yuba City Campus of Yuba College, Gateway Enhancement along the Highway 20/99 corridor, establishment of business retention and expansions efforts and improved branding and marketing of the City and the region and increase participation in the Yuba Sutter Enterprise Zones.

At the same time the City implemented goals from the work plan, the State eliminated Redevelopment Agencies and Enterprise Zones. Both of these programs played a key role in City's economic development efforts. With the elimination of two important economic development tools, and after five years since its original adoption both the Council and Commission believed it was time for a comprehensive update to the City's economic development effort.

Analysis:

In April of this year, the City hired Chabin Concepts and appointed a 20 member stakeholder group made up of key business and community members to assist in the drafting of the City's new economic development plan. The group met three times in April and May and through those efforts the Economic Development Commission adopted and recommended approval of the attached Grow our Economic Work Plan and Implementation Plan for consideration by the Council.

The three goals of the plan are as follows:

1. **Grow Our Image** – The City's brand, perception and physical improvements are important and will assist in creating a vibrant and robust community for economic and wealth generation

2. **Grow Our Businesses** – Businesses making investments, creating jobs and delivering goods and services drive our economy and is a focal point of this plan
3. **Grow Our People** – Education, career path, technology and entrepreneur training are hallmarks of a quality workforce, job-ready for business creation and expansion. A highly qualified, trained and educated workforce will improve our region's ability to attract and retain businesses.

With adoption of this plan, the Commission will implement the Work Plan and present an annual report and to Council.

Fiscal Impact:

None.

Alternatives:

- 1) Modify the three proposed Grow our Economy goals to include additional economic growth policies
- 2) Do not update the City's Economic Development Work Plan at this time and have the Commission further refine the Work Plan priorities and implementation plan

Recommendation:

Adopt the Yuba City Grow our Economy Work Plan and associated Implementation Plan

Prepared By:

Submitted By:

/s/ Darin Gale

/s/ Steven C. Kroeger

Darin Gale
Economic Development Manager

Steven C. Kroeger
City Manager

Attachments:

- 2014-2018 Grow Our Economy Work Plan
- 2014-2018 Work Plan Implementation Plan

Reviewed By:

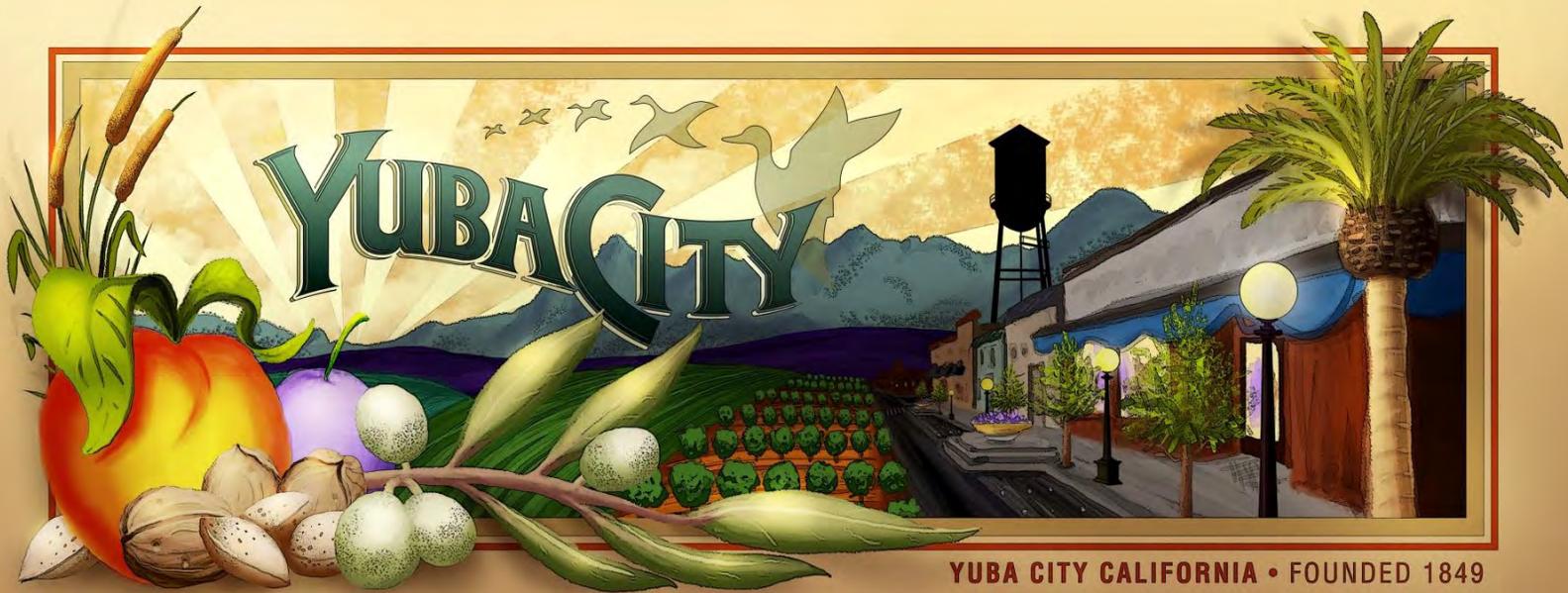
Finance

RB

City Attorney

TH

City of Yuba City Grow Our Economy Strategy



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Acknowledgement

The City of Yuba City thanks the members of the
Yuba City Economic Development Commission
for their time, knowledge, commitment
and participation in creating the
Yuba City 2014 Economic Development Strategy

David Burrow

Christine Ivory

Greg Heckman

Ivin Rhyne

Nancy Aaberg

Todd Remund

Mission

The mission of Yuba City is to anticipate and provide for the needs of the community through Quality Service, Innovation and Leadership

City Council Priorities

Public Safety

Develop our Economy

Maintain and Improve Infrastructure

Develop our Organization, Leadership

Prepare for Growth

Enhance our Image and Reputation



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 - Goal 2: Grow Our Businesses 8
 - Goal 3: Grow Our People 9



A. Introduction

In 2008 the City of Yuba City embarked on its first economic development strategy. Through a public/private process stakeholders identified key issues, opportunities and initiatives needed to improve the economy and the quality of life in the City. Two priorities of the initial strategy were to appoint a City Economic Development Commission and hire an Economic Development Manager. Both of these actions were completed within six months of adopting the Economic Development Strategy.

The Economic Development Commission and the Economic Development Manager have worked tirelessly to address issues and accomplish the goals set out in the 2008 Economic Development Strategy, including infrastructure and physical improvements, expansion of Yuba College campus, Plumas Street and direct business assistance. Unfortunately just as the economy began to turn around, the State of California eliminated both Redevelopment Agencies and Enterprise Zones, two key assets and tools used to assist business growth.

With signs of recovery after the loss of Redevelopment and Enterprise Zone, the City and Commission felt it was the opportune time to update the economic development strategy. Again, as with the first strategy, the City wanted to hear from and engage local stakeholders to review the past five years, validate or change the priorities, provide input to actions and help guide a forward-thinking economic development strategy.

Prior to the City and Commission holding stakeholder work sessions, the Commission engaged in a work session to review the economy, current initiatives and programs, and set guiding principles for the stakeholder engagement work sessions:

- ◆ Be forward thinking;
- ◆ Honor cultural heritage, education, youth and family;
- ◆ Build image and business climate; and
- ◆ Be measurable.

2008 – 2013 Economic Development Accomplishments

- *Highway 99 median improvements*
- *Highways 99/20 intersection landscaping initial design*
- *Improved appearance through code enforcement*
- *Created new Yuba City logo and branding materials to highlight the City's Agricultural roots*
- *Built relationships with key brokers, North Central Counties Consortium, California Association for Local Economic Development, and other Sacramento regional EDOs*
- *Created award-winning business retention and expansion programs*
- *West Feather River Levee Improvement Project funded and under construction*



Review Metro – Regional – Local Economy

Yuba City is one of the largest incorporated cities in Northern California (north of Sacramento), and is closely tied to the Sacramento CSA¹ and the Yuba City MSA. Being part of the larger Sacramento CSA provides opportunities to participate, access and leverage programs, initiatives and resources that will assist in building a stronger local economy. The City is directly involved in two such regional initiatives: 1) Capital Region Prosperity Plan, **Next Economy**; and 2) the employer-education partnership for STEM education, **NextEd**.

2014 Economic Scorecard Highlights

Although the City is part of the Sacramento CSA, Yuba City is typically analyzed as the Yuba City MSA region which includes all of Sutter and Yuba Counties. A regional Economic Scorecard is conducted annually by the CSU, Chico Center for Economic Development.² Within the four northern California regions—Sacramento, Yuba City, Tri County and Redding—Yuba City ranked #2 overall, just ten points behind Sacramento, and ranked in the middle of five other comparable areas, ten points higher than Reno, NV.

2007-2013 Economic Changes, City of Yuba City

- ◆ Minimal growth in population and labor
- ◆ Increased unemployment
- ◆ Employment growth in retail, financial, health, hospitality and emerging information tech industries
- ◆ Improvement in population's educational attainment
- ◆ Decreased household incomes
- ◆ Decreased crime statistics
- ◆ Decreased total taxable sales

¹ Sacramento CSA (combined statistical area), Yuba City MSA (all of Yuba & Sutter Counties)

² <http://cedcal.com/assets/images/2014-Economic-Scorecard.pdf>



B. Stakeholder Engagement

The City of Yuba City appreciated the value the community contributed to the 2008 planning process and once again invited stakeholders to participate in the 2014 economic development strategy update.

Over two dozen stakeholders attended three public work sessions over a four-week period in May 2014. Attendees represented a cross-section of the Yuba City community including business, utilities, education, nonprofits, youth, recreation, economic development, community and business organizations.

Stakeholders worked in three groups each focused on a theme, Economy, Entrepreneur or Education and identified community assets, opportunities, and challenges.

Before addressing potential actions or solutions to address community needs and opportunities, the Stakeholders engaged in a physical asset mapping experience to further identify their vision, opportunities and challenges.

Lastly, one work session was dedicated to creative thinking around what they wanted to see as an outcome of strategic actions that could address issues in each of the economic development themes.



Stakeholder Asset Map

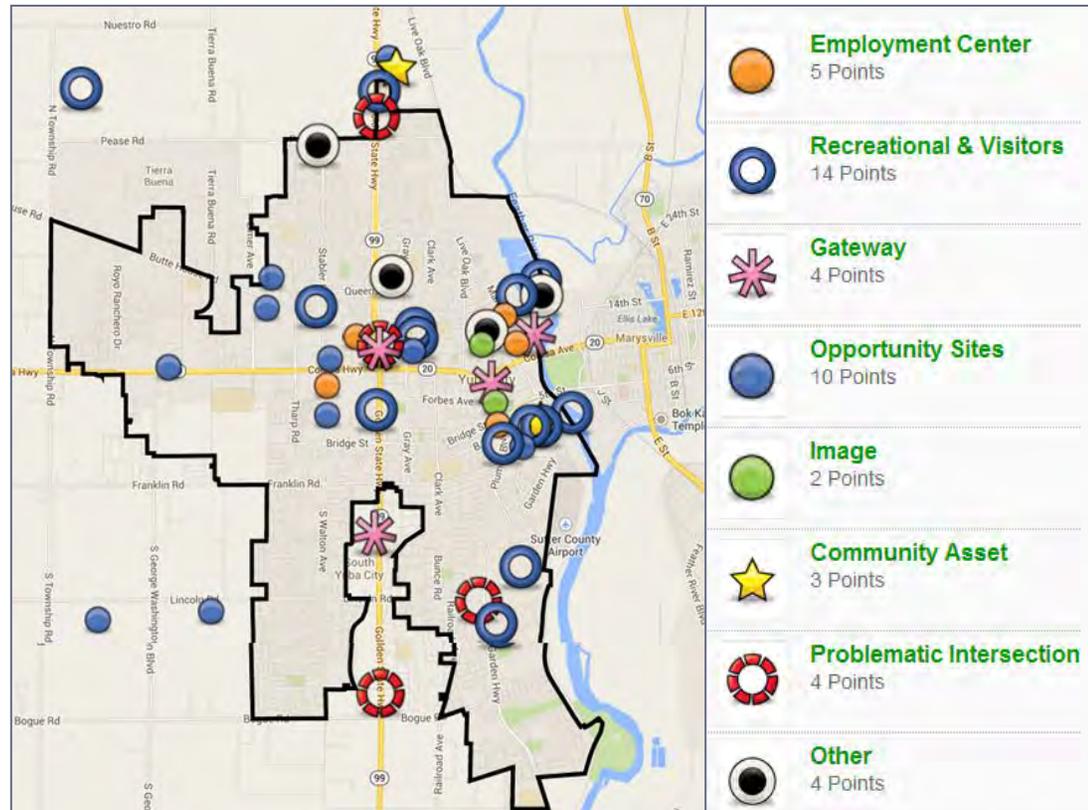
To visually plot the City's assets, opportunities and challenges, the Stakeholders were given maps on which they identified physical points within the City that are key to economic growth and diversity (legend):

- ◆ Employment Centers
- ◆ Recreational & Visitor Points
- ◆ Gateways
- ◆ Opportunity Sites
- ◆ Image Opportunities
- ◆ Community Asset
- ◆ Problematic Intersection
- ◆ Other

Each group's map was inputted to an electronic map which will be available on the City's website ([draft map](#)) as part of a continuous planning, implementation and communication process.

The mapping tool will provide a way for residents to communicate with the City about key points and for the City to receive comments via the internet on a daily basis.

Figure 1 Yuba City Asset Planning Map and Legend



Stakeholder Input

The Stakeholder input was thoughtful, forward-thinking, creative and significant in that it focused on many issues and opportunities. The Stakeholder input is the basis of the strategy framework.

Figure 2 Yuba City Economic Development Strategic Planning Process



C. 2014 Grow Our Economy Strategy

Involving the Stakeholders in the economic development planning process was critically important to the City. Commitment to the quality of life and economic growth of Yuba City must be a public-private partnership that leverages expertise, knowledge, assets and resources. The City values the input from its leaders, businesses and residents in guiding and implementing actions to continually grow and sustain the City in a manner desired by all.

With the Stakeholder's input, criticism, and creativity, the Economic Development Commission was charged with preparing the strategy for the next five years, including goals, objectives and action tasks. The Commission's first task was to review all the input and identify the three key initiatives that align with the City's vision and the Council's priorities and from which they could craft an action-oriented, outcome-driven strategy. The three key initiatives and goals are:

1. Grow Our Image
2. Grow Our Businesses
3. Grow Our People

The Commission's second task was to create an Implementation Plan.

Based on the three initiatives, an Implementation Plan was drafted detailing specific actions to accomplish the goals and actions outlined in this strategy. The Implementation Plan is a living document which will guide the Commission in engaging staff and community in implementing tasks. The Commission will work with City staff on prioritizing, identifying Champions, performance measures, timeline and resources needed for each strategy.

The Commission is pleased to present to the City Council and the community the 2014-18 economic development goals and strategies to *Grow Our Economy*.

The input we received during the economic development work sessions was invaluable. Once again, the community has given the City a five-year plan to grow our economy. Everyone at City Hall has a role to play in economic development. But that's not to say government is the answer. Our job is to create the environment in which businesses can flourish and create jobs for our citizens; where if something could be done better you can call us and we can find solutions."

Steve Kroeger, City Manager
City of Yuba City, CA





"We must maintain a safe and inviting city that attracts and supports new business and youth. We must maintain low crime rates and minimize gang activity that detracts from the positive image of the city."

Robert D. Landon
Yuba City Chief of Police

Why

The City's image was a recurring topic of discussion during stakeholder work sessions. Image, both perception and physical, are important to visitors, businesses and entrepreneurs – they want to visit and locate in vibrant and robust communities. A community's image and brand is also about building hometown pride. Yuba City needs to strengthen a distinctive brand within the region.

Goal 1: Grow Our Image

- Implement a brand strategy and promote a culture that results in building a positive Yuba City brand promise.
- Continue physical improvements to create a sense of place.
- Enhance corridors and gateways (e.g. median design and landscaping, Hwy 99-20, downtown) leveraging infrastructure improvements, clean up activities and signage.
- Implement a “continuous improvement” model to demonstrate City’s commitment to a business-friendly climate.
- Maintain and enhance the existing family-friendly environment with programs and services that protect the quality of life, including customer service and public safety.
- Create a local and visitor-oriented signature event that defines Yuba City’s heritage and culture, compliments existing events, and becomes a part of city’s DNA.





"The City could be more proactive with athletic events in building the City's brand of quality of life and I could certainly see an opportunity to grow the sports and recreation market as part of our strategy in the tourism market."

Brad McIntire, Director
Yuba City Parks & Recreation

Why

Businesses making investments, creating jobs and delivering goods and services drive the economy. Growing Yuba City's economy should focus on our key assets and opportunities to grow specific business sectors by providing strategic approaches to marketing and programs/resources to assist businesses.

Goal 2: Grow Our Businesses

- Create an Agri-Business strategy, building upon Yuba City's community heritage and strongest industry sector.
- Leverage the City's parks, trails and fields to attract more tournaments and events as visitor attraction and quality of life promotion venue.
- Increase the education offerings by creating an educational cluster.
- Support promotional efforts that market the region's outdoor sports, recreation and natural resource assets and events to attract tourists.
- Continue efforts to create Plumas Street as a destination.
- Continue with Business Retention and Expansion outreach and implement focused Attraction campaigns.





To Grow our People is to engage the community through opportunities that include both excellence in education and high caliber workforce capacity. The economic future of our community depends upon growth in business, expanded local resources, strong schools and top quality education to advance workforce options, and enhanced community pride. We Grow our People to create economic growth and development for Yuba City's future prosperity."

Nancy Aaberg, Superintendent
Yuba City Unified School District

Why

Another often-mentioned priority during the work sessions was education. Education, career path, technology and entrepreneur training are hallmarks of a quality workforce, job-ready for businesses.

Goal 3: Grow Our People

- Create an environment through mentors, resources and networks that promotes and celebrates the entrepreneurial spirit.
- Create a culture that values education at all levels as a core function of quality of life, and has expectations for student achievement as well as family and community participation.
- Support and encourage collaboration between the school district, city, businesses, educators, and workforce development on program implementation, grant applications, summits and other efforts to achieve increased educational opportunities, improved culture and family participation.
- Align and leverage Yuba City's economic development and workforce development efforts under the new Workforce Innovation and Opportunity Act, Investing in America's Competitiveness.
- Coordinate these efforts with Goal 2 in building an educational cluster.



Implementing the Strategy

The purpose of the Stakeholder input, goal setting and action planning was to update the City's 2008 economic development strategy as well as create a living document of the goals and objectives of the City, Stakeholders and Commission.

The Yuba City Economic Development Commission, City staff and community will all be part of implementing the strategy and measuring success.

Documents that support the Grow the Economy Strategy and that will be used as reference materials, guides and metrics during implementation include:

- ◆ Grow Our Economy Implementation Plan which lists actions for each goal and strategy.
- ◆ Stakeholder work session materials.
- ◆ Research and reference materials for action items.
- ◆ Yuba City sMaps, the electronic map to be posted to the City website.
- ◆ Economic Indicator Snapshot, 2007-2013



Acknowledgement

The City of Yuba City thanks the economic development staff and members of the community for their time, knowledge, commitment and participation in creating the

Yuba City 2014 Grow Our Economy Strategy

Terry Bentley

Brent Bosanek

Becky Bowen

Kevin Cotter

Preet Didbal

Joe Federico

Dan Flores

Megan Foster

Ken Freeman

Kash Gill

Justine Gill

Steve Hammerstrom

John Jelivich

Joe Martinez

Bill Meagher

Ryan Rogers

Rikki Shaffer

Julie Shakelford

Brynda Stranix

Terri Tomlinson

Staff:

Steve Kroeger, City Manager

Darin Gale, Economic Development

Aaron Busch, Community Development Director

Judy Sanchez, Administration

Terrel Locke, Administration

Robin Bertagna, Finance Director

Pete Daley, Fire Chief

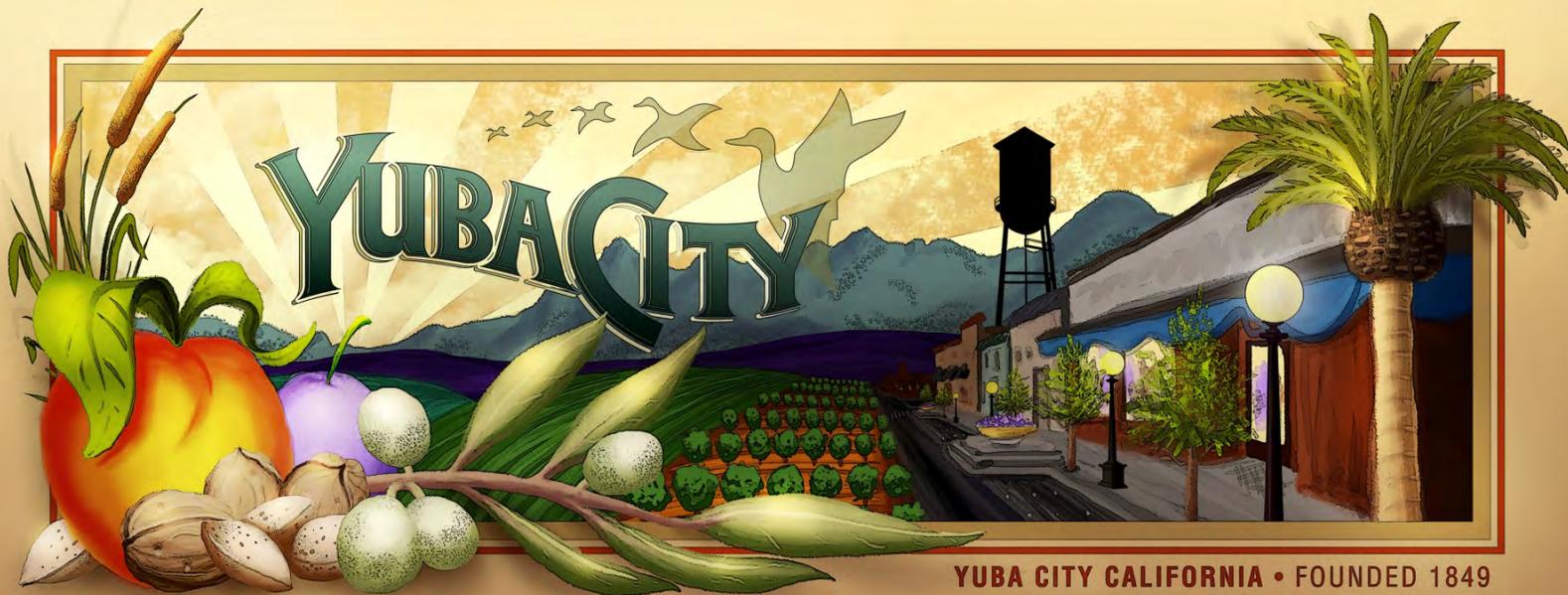
Robert Landon, Police Chief

Diana Langley, Public Works Director

Brad McIntire, Parks and Rec Director

Photos by Mark Anthony

City of Yuba City
Grow the Economy Work Plan
Implementation Plan



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Implementing the 2014-18 Work Plan

Community Stakeholders were the driving force in preparing the 2014 Yuba City *Grow the Economy* Work Plan. They identified key community assets, opportunities, challenges, and discussed possible solutions. From the input provided the strategy framework was created and presented to the stakeholders for further discussion. Stakeholders' suggestions and creative thinking are the basis for the 2014-18 economic development initiatives to **Grow Our Image, Businesses and People**.

The *Implementation* Plan of the Work Plan is developed as a living document and guide for the City and Commission in executing strategic initiatives to accomplish the goals.

The Commission will work with staff in setting priorities, identifying and appointing Champions and Teams to lead efforts, set performance measurements and timelines. The Commission will annually review and update the implementation actions and schedule.

1. Grow Our Image	2. Grow Our Businesses	3. Grow Our People
<p>Promoting a successful, vibrant, business-friendly city will help attract visitors, new investment and entrepreneurs. The City's image, physical and perceived, was a recurring topic of discussion in the work sessions.</p> <ul style="list-style-type: none"> • Creating home-town pride through physical appearance, community actions and attractions; • Communicating to businesses and visitors a sense of place, with a variety of recreational and cultural amenities; and • Promoting the City's values of quality service, innovation and leadership. 	<p>Happy and successful employers have the greatest impact on a sustainable economy and flourishing retail sales contribute to a healthy local tax base to provide key services.</p> <p>Successful cities align and leverage resources with other organizations to meet the needs of local businesses and business sectors.</p> <ul style="list-style-type: none"> • Engage agri-businesses developing a sector strategy; • Promote assets for outdoor sports, recreation and tourism and build a educational cluster. • Identify and provide services to retain and expand existing businesses. 	<p>A skilled workforce is one of the most important factors of an employers' productivity and competitiveness.</p> <p>Training skilled workers in a constantly changing economy requires quality education and programs coordinated and aligned with employers' needs.</p> <p>Education, K-16, was a priority of the stakeholders focused on two potential objectives:</p> <ul style="list-style-type: none"> • Creating a culture that values education; and • Aligning and coordinating education and training programs to meet the needs of employers.



1. Grow Our Image								
Action	Priority	Champion and Team	Performance Measurement	2014	2015	2016	2017	2018
1.1 Implement a brand strategy and promote a culture that results in building a positive Yuba City brand promise.								
1.1.1 Complete current branding efforts.								
1.1.2 Prepare and adopt brand guidelines.								
1.1.3 Develop a key messaging, social media and communications strategy.								
1.1.4 Conduct brand and key messaging training with staff.								
1.1.5 Continue to develop website presence and newsletter to drive traffic to website..								
1.1.6 Begin implementation of way finding signage plan.								
1.1.7 Coordinate with Chamber and business organizations to engage in way finding efforts.								
1.2 Continue physical improvements to create a sense of place.								
1.2.1 Continue aggressive code enforcement.								
1.2.2 Enhance corridors and gateways (e.g. median design and landscaping, Hwy 99-20, downtown) leveraging infrastructure improvements, clean up and signage.								
1.2.3 Continue to work on Property Business Improvement District (PBID) along commercial corridors.								
1.2.4 Continue to create synergy downtown with outdoor spaces, public seating areas, and gateway improvements.								



1. Grow Our Image								
Action	Priority	Champion and Team	Performance Measurement	2014	2015	2016	2017	2018
1.3 Implement a continuous improvements model to demonstrate the City's commitment to a business-friendly climate.								
1.3.1 Host semi-annual user group input sessions with contractors and developers to inspire open communications, review new regulations, permit process streamlining, other pertinent items.								
1.3.2 Invite city, county and regional agencies to attend the semi-annual user group meetings to increase communication and coordination.								
1.3.3 Include and coordinate with the entrepreneur committee (3.1.1) to ensure requirements and process is clearly articulated for the entrepreneur.		Rhyne						
1.3.4 Annually conduct a meeting and/or electronic survey to solicit input from users on updating permitting process maps. If necessary revise development and permitting process maps.								
1.3.5 Continue and leverage professional development opportunities for staff to ensure they are "private-sector" oriented to new regulations, trends and expectations.								
1.3.6 Maintain and enhance the existing family-friendly environment with programs and services that protect the quality of life, including customer service and public safety.								



1. Grow Our Image

Action	Priority	Champion and Team	Performance Measurement	2014	2015	2016	2017	2018
1.4 Create a local and visitor-oriented signature event that defines Yuba City's heritage and culture, compliments existing events, and becomes part of city's DNA.								
1.4.1 Convene a multi-organizational committee.								
1.4.2 Determine event theme.								
1.4.3 Determine date; avoiding conflicts with established events.								
1.4.4 Establish budget and funding sources (long-term).								
1.4.5 Agree upon coordinating organization or agency.								



2. Grow Our Businesses								
Action	Priority	Champion and Team	Performance Measurement	2014	2015	2016	2017	2018
2.1. Create an Agri-Business strategy, building upon Yuba City's strongest industry sector and community heritage.								
2.1.1. Compile a database of ag sector businesses.								
2.1.2. Organize meetings with the ag sector to review their needs and opportunities; identify ways to support the industry.								
2.1.3. Develop a strategy to address existing issues/constraints for expansion and attraction of new ag-based businesses.								
2.1.4. Improve existing education and workforce training programs to meet the needs of tomorrow's agri-business employers.								
2.1.5. Consider a specific education/training program such as PHD (Peach, Prune Harvesting Degree) to address the workforce needs of the industry (Goal 3, Strategy 3.2, Action 3.2.4)								
2.1.6. Continue building relationships with existing and new international contacts to promote Yuba City and assist local agri-businesses in expanding their markets.								



2. Grow Our Businesses								
Action	Priority	Champion and Team	Performance Measurement	2014	2015	2016	2017	2018
2.2. Leverage the City's parks, trails and fields to attract more tournaments and events as visitor attraction and quality of life promotion venue.								
2.2.1. Prepare a sports and outdoor venue attraction plan that includes an inventory of business assets, lodging facilities and suppliers.								
2.2.2. Prepare promotional materials for: a) attracting more tournaments and field use events; and b) tournament visitor packet or guide that promotes local businesses and services, and encourages extended stays.								
2.2.3. Identify, join and attend venues (conferences, tradeshows such as TEAMS) to market and attract events.								
2.2.4. Plan and identify opportunities to utilize the river/levee for increased outdoor experiences.								
2.3. Increase the education offerings by creating an educational cluster (tied to Goal 3, Action 3.2).								
2.3.1. Implement a focused initiative on attracting trade school(s) that fit the region and compliment existing education institutions and education initiatives.								
2.3.2. Continue to meet with CSU, Chico and CSU, Sacramento to offer classes and satellite campus.								
2.3.3. Target attracting higher-education private institutions.								



2. Grow Our Businesses								
Action	Priority	Champion and Team	Performance Measurement	2014	2015	2016	2017	2018
2.4. Support promotional efforts that market the Region’s outdoor sports, recreation and natural resource assets and events to attract tourists.								
2.4.1. Support Chamber in promoting the region and Yuba City as a tourism destination around the region’s natural resources.								
2.4.2. Support the creation of a Tourism Management District.								
2.4.3. Attract a hotel / community / conference center.								
2.5. Continue efforts to create Plumas Street as a destination.								
2.5.1. Plan events and activities that will draw people during the day and evening.								
2.5.2. Attract businesses that will help to create a unique and active urban center.								
2.5.3. Continue physical and promotional improvements.								



2. Grow Our Businesses

Action	Priority	Champion and Team	Performance Measurement	2014	2015	2016	2017	2018
2.6. Continue with Business Retention and Expansion outreach and implement focused Attraction campaigns.								
2.6.1. Existing Businesses <ul style="list-style-type: none"> Continue making business calls on major employers. Coordinate business walks with Chamber and other business organizations. Create initiatives or programs that promote local business and assist in promoting employment centers, such as, storefront competition. Participate in regional sector initiatives (Yuba-Sutter and North State) to bring resources to existing businesses, such as, North State Manufacturing Initiatives. 								
2.6.2. Expanding Businesses <ul style="list-style-type: none"> Provide existing and new direct ombudsman service and assistance for locations. 								
2.6.3. Attraction <ul style="list-style-type: none"> Promote vacant and infill commercial spaces to retail businesses identified in Retail Market Analysis. Collaborate with regional initiatives (local and North State) to promote the Hwy 99 Corridor and region. 								
2.6.4. Business-ready locations <ul style="list-style-type: none"> Open up areas for industrial development. Identify and prepare future properties. Working with Entrepreneur Committee on space needs for Entrepreneurs. 								



3. Grow Our People

Action	Priority	Champion and Team	Performance Measurement	2014	2015	2016	2017	2018
3.1. Create an environment through mentors, resources and networks that promote and celebrate the Entrepreneurial spirit.								
3.1.1. Appoint a Champion and ad hoc committee.		Rhyne						
3.1.2. Convene a meeting of E.D. Commissioners, Yuba Sutter EDC, and SBDC to discuss existing programs, resources, tools, etc. Determine what is lacking and what could be improved upon.								
3.1.3. Identify best methods to fill the gaps and coordinate entrepreneurial services.								
3.1.4. Identify the Entrepreneur market size to identify initiatives/programs that may assist such as MeetUps and entrepreneur innovation space needs.								
3.2. Create a culture that values Education at all levels as a core function of quality of life and expects student achievement, as well as family and community participation.								
3.2.1. Coordinate and support education to motivate students to value education (e.g. FFA, 4H, Junior Achievement, etc.).								
3.2.2. Support and encourage city, businesses, educators, and workforce development efforts to collaborate with the school district on program implementation, grant applications, summits and other efforts to achieve increased educational opportunities, improved culture and family participation.								



3. Grow Our People

Action	Priority	Champion and Team	Performance Measurement	2014	2015	2016	2017	2018
<p>3.2.3. Actively participate and leverage educational initiatives that promote STEM education in K-12.</p> <ul style="list-style-type: none"> • Participate in NextEd’s Career GPS (Sacramento). • Engage employers in educational initiatives locally and in the region. • Collaborate with North State’s manufacturer’s education and training initiatives. 								
<p>3.2.4. Coordinate with workforce development and educators to create venues/focused opportunities to create improving workforce skills.</p> <ul style="list-style-type: none"> • Identify opportunities to align and leverage Yuba City’s economic development efforts and workforce development under the new Workforce Innovation and Opportunity Act, Investing in America’s Competitiveness. • Look at opportunities to create a training academy around business sector needs. • Address the workforce needs of the agri-business sector, Goal 2, Action 2.1; consider the PHD (Peach, Prune Harvesting Degree) concept. 								



CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor & Members of the City Council
From: Parks and Recreation Department
Presentation By: Brad McIntire, Parks & Recreation Director

Summary

Subject: Sale of City-owned property-between Live Oak Boulevard and Clark Avenue.

Recommendation: Authorize the City Manager to enter into a Purchase and Sale Agreement with Erik Karlshoej Education Foundation for the sale price of \$600,000 for 10 acres of City-owned property located between Live Oak Boulevard and Clark Avenue, north of the City's Water Treatment Plant ("Property").

Fiscal Impact: \$600,000 in revenue that would be allocated back to the funding sources that originally purchased the property. The ratio of funds utilized for the original purchase was:

58.5% General Fund
41.5% Developer Impact Fees Parks

It is recommended that City Council designate the proceeds received from this sale for the development of a future park.

Purpose:

To sell 10 acres of City-owned property between Live Oak Boulevard and Clark Avenue.

Background:

In 1994, approximately 14 acres was purchased by the City which included the above Property. 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 1.3 acres was purchased in 1998.

In 2005, approximately 5.3 acres of the purchased property was used to construct a detention pond by the City. The Purchase and Sale Agreement does not include the detention pond. Please refer to Attachment A which depicts the location of the 10 acres to be sold and the adjoining detention pond.

The 2004 General Plan designates the Property as low density residential. Pursuant to Government Code 65402 (a), the City's Planning Agency has submitted a report indicating that the disposal of the Property conforms to the City's General Plan. Please refer to attachment B.

On 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.

In 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.

On June 3, 2014, City Council adopted a Resolution declaring City Council's intention to abandon the intended park for the Property.

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

On July 15, the City Council, following a Public Hearing, adopted a resolution to abandon the intended park for the 15 acres of City-owned property.

Analysis:

Some of the major provisions in the Purchase and Sale Agreement are as follows:

- Prior to the Close of Escrow, Buyer shall apply for and obtain a use permit from the Planning Commission of the City of Yuba City to operate a charter school on the Property.
- Buyer covenants that except for any portion of the Property not designated for school purposes in the approved use permit, the Property shall only be developed for charter school purposes.
- If the Property is not developed for charter school purposes within two (2) years, the City has the option to terminate and repurchase the Property back for a price equal to or less than the purchase price.
- The Buyer also covenants that it will not sell, convey or transfer the Property or any portion thereof to any person, entity, agency or association within five (5) years of the recordation of the grant deed.

Fiscal Impact:

The sale would generate \$600,000 in revenue that would be allocated back to the funding sources that originally purchased the property. The ratio of funds utilized for the original purchase was:

58.5% General Fund
41.5% Developer Impact Fees Parks

It is recommended that City Council designate or earmark proceeds received from this sale for the development of a future park.

Alternatives:

Do not approve the sale of the Property.

Recommendation:

Authorize the City Manager to enter into a Purchase and Sale Agreement with Erik Karlshøj Education Foundation for the sale price of \$600,000 for 10 acres of City-owned property located between Live Oak Boulevard and Clark Avenue, north of the City's Water Treatment Plant.

Attachments:

- a. Property Map
- b. Letter from the Planning Agency regarding conformity with General Plan
- c. Purchase and Sale Agreement

Prepared By:

Submitted By:

/s/ Brad McIntire

Brad McIntire
Parks & Recreation Director

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance

RB

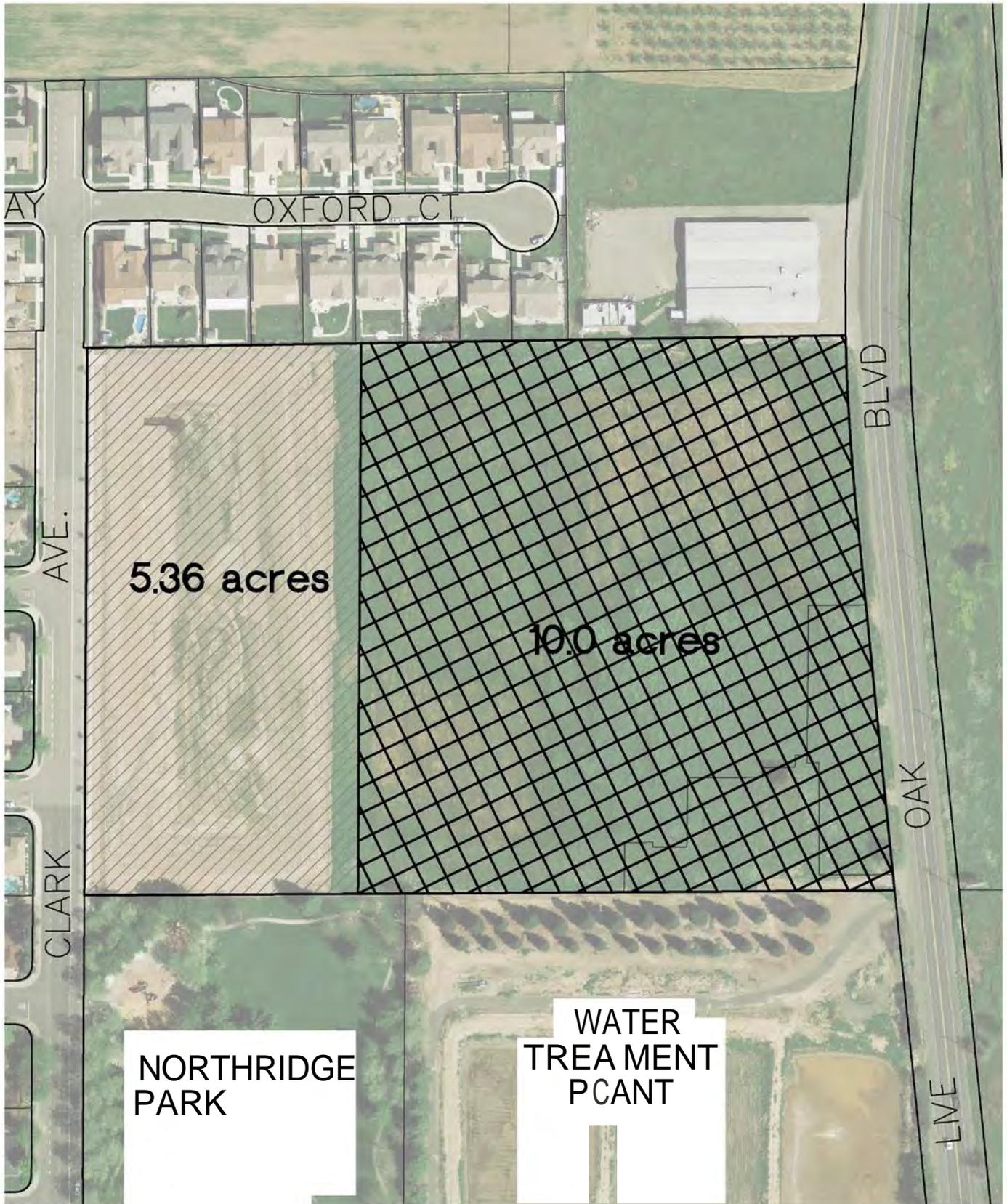
City Attorney

TH

LIVE OAK BLVD./ CLARK AVE. SURPLUS PROPERTY



SCALE: 1" = 300'



Memo

To: Brad McIntire, Parks and Recreation Director
From: Aaron Busch, Community Development Director
Date: June 17, 2014
Re: Proposed disposal of City-owned property.

As you are aware, the City is considering disposing the City-owned properties for the future development of the "Twin Rivers Charter School". The properties involved are:

APN: 51-580-012; 51-580-013; and a portion of 51-580-014

In accordance with Section 65402(a) of the Government Code, before the City can dispose of the property, the Planning Department must confirm that the disposal of the property conforms with the City's General Plan.

Currently these properties have a General Plan land use designation of Low Density Residential and are zoned R-1, Single Family Residential. The proposal to develop a private charter school on these properties is consistent with both the Land Use and Zoning designations. The City's Zoning Ordinance does require the approval of a Use Permit for the development of a private school. It is my understanding that this provision has been incorporated as a requirement of the disposal of the subject properties.

Based on the above information, the Planning Department supports the disposition of the subject properties for the future development of the proposed Twin Rivers Charter School.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this ____ day of _____, 2014, by and between the City of Yuba City ("City"), a Municipal Corporation, and The Erik Karlshoej Education Foundation, a California nonprofit, public benefit corporation ("Buyer").

Recitals

A. City is the owner of approximately 10 acres of certain real property located in Yuba City, California, and described in the legal description attached hereto as Exhibit A and incorporated herein by reference ("the Property").

B. Buyer desires to purchase the Property from City.

Agreements

NOW, THEREFORE, THE CITY AND BUYER HEREBY AGREE AS FOLLOWS:

1. Agreement to Sell and Purchase. City agrees to sell to the Buyer, and the Buyer agrees to purchase from City, the Property, upon the terms and for the consideration set forth in this Agreement.

2. Purchase Price. The total purchase price for the Property (the "Purchase Price") is Six Hundred Thousand Dollars (\$600,000). The Purchase Price shall be paid by cash or certified check upon the close of escrow. This transaction is not subject to any type of financing contingency.

3. Escrow.

3.01 General.

A. Opening. The purchase and sale of the Property shall be consummated by means of an escrow to be opened by Placer Title Company (the "Escrow Holder"), 1110 Civic Center Blvd., Suite 302, Yuba City, CA 95993. The escrow shall be opened on the date of signature of the second party to sign this Agreement (the "Effective Date"). The Effective Date shall be immediately communicated and a fully executed copy of this Agreement shall be delivered to the other party.

B. Instructions. The escrow instructions given to Escrow Holder shall be consistent with the terms of this Agreement. As between the parties, the terms of this Agreement shall prevail if there is any inconsistency, unless any instruction specifically states that it is intended to supersede a provision of this Agreement.

C. Close of Escrow. "Close of Escrow," "close," or "closing" shall mean the date when the deed conveying the Property to the Buyer is recorded in the official records of Sutter County, California. Escrow shall close on or before the date 30 days after the approval of the Use Permit described in Section 3.03 below (the "Closing Date"). The Closing Date may be extended upon agreement by the Buyer and the City's City Manager.

D. Costs and Expenses. City shall pay the premium for a CLTA policy of title insurance. Buyer shall pay the cost of any additional cost attributable to the title policy being an ALTA policy and any special endorsements to the title policy requested by Buyer. City and Buyer shall each pay one-half of all other costs associated with the escrow including, but not limited to, the cost and expense of preparing, executing, acknowledging and delivering the grant deed, transfer taxes, recording fees and document preparation costs of the Escrow Holder.

E. Prorations. Real property taxes imposed upon the Property by Sutter County or any governmental or special district, organization or body shall be prorated as of the Close of Escrow, on the basis of 30-day months.

3.02 Delivery of Documents and Funds.

A. By the City. Prior to Close of Escrow and as a condition to Buyer's obligation to Close, City shall:

(1) Deposit with Escrow Holder the grant deed (as herein defined) for the Property, fully executed and notarized, in the form attached as Exhibit B ("the Grant Deed");

(2) Deposit with Escrow Holder a Transferor's Certificate of Nonforeign Status pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, certifying that City is not a foreign person;

(3) Deposit with Escrow Holder California Form 590-RE, Withholding Exemption Certificate for Real Estate Sales; and

(4) Execute and deliver to Escrow Holder such other instructions and documents as may be required by Escrow Holder to close escrow in accordance with this Agreement.

B. By the Buyer. Prior to Close of Escrow and as a condition to Seller's obligation to Close, the Buyer shall:

(1) Deposit with Escrow Holder the Purchase Price and any other funds required from the Buyer for prorations and closing costs;

(2) Deliver to the Escrow Holder a twenty (20) foot Public Utility Easement Dedication to the City along the north boundary of the Property for future utilities, fully executed and notarized, in the form attached as Exhibit C; and

(3) Execute and deliver to Escrow Holder such other instructions, documents and funds as may be required by Escrow Holder to close escrow in accordance with this Agreement.

C. By Escrow Holder. When all conditions for the Close of Escrow have been met, Escrow Holder shall promptly:

(1) Disburse to City the Purchase Price, after deducting therefrom all items chargeable to the account of City pursuant to this Agreement;

(2) Cause the Grant Deed to the Buyer to be recorded in the official records of Sutter County; and

(3) Deliver to the Buyer a CLTA owner's policy of title insurance (or ALTA policy if the Buyer so requests), insuring title in the Buyer subject only to exceptions consistent with the terms of this Agreement and with liability in the amount of the Purchase Price.

3.03 Additional Conditions to Close of Escrow.

A. General. The provisions of this Section 3.03 are conditions to the Close of Escrow and, unless otherwise provided expressly or by context, are covenants of the party responsible for causing the condition to be satisfied. If any of such conditions is not fulfilled by either the date stated, or, where no specific date is stated, five days before the Closing Date, then, except as otherwise provided in this Agreement, the party benefited by the condition shall have the right to cancel and terminate this Agreement and the escrow, in which event all rights and obligations of the City and Buyer hereunder shall be terminated and be of no further force and effect and all funds and instruments deposited into escrow shall be returned to the party who deposited the same.

B. Use Permit. Within forty-five (45) days from the Effective Date, Buyer shall apply for a use permit from the City of Yuba City to operate a charter school on the Property or suitable portion thereof (the "Use Permit"). Close of Escrow shall be contingent on Buyer obtaining approval of the Use Permit from the City, with all conditions and mitigation measures imposed in connection therewith acceptable to Buyer, in Buyer's sole discretion. Buyer acknowledges that:

(1) Buyer shall be solely responsible, at its cost, to apply for and obtain approval of the Use Permit, provided such approval is not a covenant of Buyer;

(2) The Planning Commission is an independent, autonomous body and, pursuant to the Yuba City Municipal Code, is required to hold a public hearing for any application for a use permit and may only grant a use permit if it makes certain findings; and

(3) The City's approval of this Agreement in no way indicates approval of the required Use Permit or the proposed use of the Property for charter school purposes, and the Planning Commission and, if appealed thereto, the City Council, will be required to conduct its own independent review to determine whether to approve or deny the Use Permit and to determine the conditions and mitigation measures to be imposed with any such approval.

If approved by the Planning Commission, the date of approval of the Use Permit (the "Approval Date") shall be deemed to be the eleventh (11th) day after such approval by the Planning Commission, if no appeal is filed with respect thereto during such time. If any appeal is filed with respect to denial or approval of the Use Permit by the Planning Commission, then the Approval Date for the Use Permit shall be deemed to be the date when the approval of the Use Permit becomes final and unappealable and/or after any appeals related thereto are resolved to the parties' satisfaction.

If the Approval Date for the Use Permit is not obtained within four (4) months after the Due Diligence Date, Buyer may request an extension of two (2) additional months for obtaining such approval, so long as Buyer timely submitted its application for the Use Permit and is diligently proceeding with the processing thereof. If the Approval Date for the Use Permit is not obtained within said period, as may be extended by Buyer, then until the Use Permit is approved with conditions and mitigation measures acceptable to Buyer, either party may, by written notice to the other party, elect to terminate this Agreement, in which case the parties' respective rights and obligations shall terminate and be of no further force or effect, except for the obligations hereunder that expressly survive such termination.

C. Title. Taxes shall be apportioned and cleared in the manner required by Sections 5081, et seq. of the California Revenue and Taxation Code; the date of apportionment shall be the same as the time of Close of Escrow. City shall cause the Property to be conveyed to the Buyer by grant deed, subject only to current taxes and other exceptions and all other matters disclosed by the Preliminary Report, as defined below, other than monetary liens. Escrow Holder must be ready and able to issue its CLTA policy of title insurance, or ALTA policy if the Buyer so requests, insuring title in the Buyer with liability in the amount of the Purchase Price. The title policy shall list only the foregoing taxes and exceptions to title approved by Buyer, in addition to the printed exceptions common to the form of policy required by the Buyer.

D. Approval of Exceptions to Title. City shall order from Escrow Holder and cause to be delivered to the Buyer within five (5) days after the Effective Date a copy of a Preliminary Report covering the Property (the "Preliminary Report") and legible copies of all documents referred to in the Preliminary Report. The Buyer shall have fifteen (15) days within which to approve or disapprove the exceptions listed in the Preliminary Report. Notice shall be given as provided in Section 5.04. Failure to give written notice of approval or disapproval to City of some or all of the exceptions shall be deemed to be disapproval of all exceptions, including disapproval of any and all monetary liens other than current taxes, bonds and assessments. If the Buyer disapproves or is deemed to disapprove any exceptions, City shall have five (5) days within which to agree to attempt to remove the exception. Notice shall be given as provided in Section 5.04. Failure to give written notice of such agreement to the Buyer to remove any objected-to exceptions shall be deemed to be refusal, except that City shall automatically be deemed to agree to remove monetary liens other than the lien for current taxes, bonds and assessments. If City does not agree to attempt to remove any exceptions disapproved by Buyer, this Agreement shall terminate without further liability to either party unless the Buyer waives its objection within a second five-day period. If City agrees to remove any exception objected to by the Buyer, City shall then have until the Closing Date within which to attempt to remove such exception. If City is unable to remove any exception objected to by the Buyer by the Closing Date, the Buyer may elect to: (a) terminate this Agreement; or (b) waive the Buyer's objection and close escrow.

E. The Buyer's Due Diligence Conditions.

(1) The Buyer's obligation to purchase is subject to the satisfaction on or before the date thirty (30) calendar days after the Effective Date (the "Due Diligence Date") of the following conditions which are for the Buyer's benefit only:

(a) The Buyer's approval of inspections, tests, surveys and other studies of the Property and the feasibility of developing and operating a charter school thereon as the Buyer may deem necessary. The Buyer and the Buyer's contractors and agents shall have reasonable access to the Property in order to conduct inspections, tests, surveys and other studies, including soils testing, to be conducted by or on behalf of the Buyer, provided that the Buyer shall repair any damage caused by such activities and shall indemnify and hold City harmless from and against any loss, damage or liability (including attorneys' fees) resulting from the activities of the Buyer on the Property, excluding any such damage caused by the gross negligence or willful misconduct of the City or City's employees, agents or contractors.

(b) The Buyer's approval of City's Documents, as defined in Section 3.03(F).

(2) The Buyer shall give notice to City and Escrow Holder of the Buyer's approval or disapproval of the conditions set forth above (the "Buyer's Notice") on or before the Due Diligence Date. A failure to deliver the Buyer's Notice shall be deemed disapproval. On disapproval by the Buyer or failure of any of the conditions set forth above, on or before the Due Diligence Date, the Buyer's obligations under this Agreement shall terminate, provided as independent consideration for this Agreement and the right to conduct such investigations of the Property, Buyer shall be obligated to pay City the sum of \$100 within three (3) business days of any such termination.

F. City's Documents. Within five (5) days after the Effective Date, City shall deliver copies of the following documents ("City's Documents") to the Buyer:

(1) Documents evidencing any easements or other similar rights affecting the Property not disclosed by the Preliminary Report;

(2) Copies of any leases or licenses affecting the Property;

(3) All existing soil and substrata studies, engineering plans and studies, environmental assessments and other similar plans, diagrams or studies with respect to the Property that are in the possession of City or City's contractors or consultants; and

(4) All contracts, warranties and other agreements affecting the ownership, development or use of the Property that are in City's possession.

4. Representations and Warranties by City.

4.01 Representations and Warranties in General. City acknowledges that the execution of this Agreement by the Buyer is made in material reliance by the Buyer on the following representations and warranties:

A. Execution and Delivery. The execution and delivery by City of, and City's performance under, this Agreement are within City's powers and have been duly authorized by all requisite actions. This Agreement constitutes the legal, valid, binding and enforceable obligation of City.

B. Breach of Other Agreements. Neither the execution of this Agreement nor the consummation of the transaction contemplated herein will constitute a breach under any

contract or agreement to which City is a party or by which City is bound or affected which affects the Property or any part thereof.

C. No Other Parties. There are no parties other than City with any interest in the Property (marital, homestead or otherwise), and no other signatures are required to make this Agreement fully enforceable by the City.

D. Rights of Others. City represents and warrants that to the best of City's knowledge, but without independent investigation, there are no parties in possession of any portion of the Property as tenants, tenants at sufferance, or trespassers, and no party has been granted any license, lease or other right relating to use or possession of the Property.

E. No Grant of Other Rights. City has not granted to any party, other than the Buyer, any option, contract or other agreement with respect to a purchase or sale of the Property or any portion thereof or any interest therein.

F. No Bankruptcy or Litigation. City represents and warrants that to the best of City's knowledge, but without independent investigation, there are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy, or under any applicable debtor relief laws, or any other litigation contemplated by, pending or threatened against City or the Property.

G. City Not Foreign Person. City is not a "foreign person" as such term is defined in Section 1445(1)(3) of the Internal Revenue Code of 1986, as amended.

H. Compliance with Laws. To the best of City's knowledge, but without independent investigation, the Property is in compliance in all material respects (both as to condition and use) with all applicable federal, state and local statutes, ordinances and codes, including, but not limited to, pollution, environmental protection and the rules and regulations of any governmental authority having jurisdiction over the Property. City is not aware of any outstanding violations of any of the foregoing.

I. Environmental Compliance. City represents and warrants that to the best of City's knowledge, but without independent investigation, there has been no disposal, discharge or release of Hazardous Materials on the Property. Except as disclosed in this Agreement, neither City nor, to the best of City's knowledge, any third party has used or installed any underground tank or used, generated, manufactured, produced, stored or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "Hazardous Materials"). To the best of City's knowledge and except as disclosed in this Agreement, there are no storage or treatment tanks, gas or oil wells, and there has been no disposal, discharge or release of any polychlorinated biphenyls, asbestos or other Hazardous Materials into or upon the Property, including, but not limited to, soils and ground or surface water in and around the Property. City is not aware of any present proceeding or inquiry by any governmental authority (including, without limitation, the California State Department of Toxic Substance Control) with respect to the presence of such Hazardous Materials on the Property or the migration thereof from or to other property.

4.02 Survival of Warranties. City agrees that each representation and warranty in Section 4.01 shall survive the Closing Date and shall not merge with the delivery to the Buyer of the Grant Deed.

4.03 Notice of Changed Circumstances. If City becomes aware of any fact or circumstance which would render false or misleading a representation or warranty made by City, then City shall immediately give written notice of such fact or circumstance to the Buyer, but such notice shall not relieve City of any liabilities or obligations with respect to any representation or warranty.

5. Miscellaneous.

5.01 Development of the Property for School Purposes. Buyer covenants and agrees for itself, and any and all of its successors and assigns, that until a school is developed on the Property consistent with the approved Use Permit therefor, the Property shall only be developed for charter school purposes in accordance with the terms of this Agreement. The City acknowledges that Buyer's plans for such school may not require all of the Property to be used for development of the school and that Buyer may plan to use the remainder of the Property not required for development and operation for school purposes as may be designated in the approved Use Permit (the "Excess Property") for any other purposes, consistent with applicable zoning and land use requirements, after development of the school within the portion of the Property approved therefor by the Use Permit. This covenant shall run with the land.

If the Property is not developed for charter school purposes within two (2) years after the Closing Date ("Outside Opening Date"), then City, at its option, shall have the right and power, at any time until such school development occurs, to terminate and repurchase the fee simple estate conveyed by the Grant Deed, and to re-enter and take possession of the Property. The price for any such repurchase shall be the lesser of (i) the then appraised value of the Property or (ii) Six Hundred Thousand Dollars (the "Repurchase Price"), and title to the Property shall be the same as the title delivered to Buyer at Closing. If construction of the school consistent with the approved Use Permit has commenced but is not completed and open by the Outside Opening Date, so long as Buyer is diligently proceeding with the work to complete such construction and obtain all approvals necessary to open the school for education, the Outside Opening Date shall be extended by the City for a reasonable period of time for Buyer to complete and open the school, not to exceed one (1) year ("Extension"). City shall not unreasonably withhold approval of said Extension.

This provision is expressly declared to be a condition subsequent for the benefit of the City and a power of termination, subject to payment of the Repurchase Price, enforceable by the City pursuant to California Civil Code Section 885.010. Upon development of the Property, or portion thereof, for school purposes consistent with the approved Use Permit, construction of the approved school building(s) and opening for education of a school on the Property, including without limitation a public charter school or private school, the covenants and restrictions under this Section 5.01, including the limitation on the use of the Property for school purposes and termination and repurchase rights of the City hereunder, shall automatically terminate.

5.02 Compliance with Laws. Buyer shall comply with all of the requirements of all City, State and Federal laws and regulations while owning and using the Property, including but not limited to the City's zoning regulations.

5.03 No Sale of Property for Five Years Prior to Development for School Purposes. Buyer covenants and agrees that, except for Permitted Transfers as defined herein, it will not sell, convey or transfer the Property or any portion thereof to any person, entity, agency or association within five (5) years of the recordation of the Grant Deed. Any such sale or attempted sale, conveyance or attempted conveyance of, transfer or attempted transfer by Buyer shall be null and void. For purposes hereof, a "Permitted Transfer" shall consist of a sale, assignment or transfer of all or any portion of the Property to an entity owned or controlled by Buyer, such as a wholly-owned limited liability company created to own, develop and operate the Property for school purposes (a "Related Buyer Entity"). Upon development of the Property, or portion thereof, for school purposes consistent with the approved Use Permit, construction of the approved school building(s) and opening for education of a school on the Property, including without limitation a public charter school or private school, this 5-year restriction on sales and transfers of the Property shall automatically terminate.

5.04 Notices. Any notices or elections shall be made in writing and shall be deemed sufficiently given and served for all purposes: (a) upon delivery if given in person; (b) upon receipt if given by facsimile or electronic mail; (c) upon receipt if given by generally recognized overnight courier service; or (d) 72 hours after deposit with the United States Postal Service, certified mail or registered mail, return receipt requested, postage prepaid. Notices shall be given to the respective addresses/fax number/e-mail address set forth below, or to such other addresses/fax numbers/e-mail addresses as the parties may designate from time to time.

If to Buyer: The Erik Karlshoej Education Foundation
Attn: Inge Karlshoej
725 Sanborn Road
Yuba City, CA 95993
Phone: 530.742.7124
Fax: 530.742.3707
E-mail: rerny@succeed.net

If to City: City of Yuba City
Brad McIntire, Parks and Recreation Director
1201 Civic Center Boulevard
Yuba City, CA 95993
Phone: 530.822.4652
Fax: 530.822.7575
E-mail: bmcintir@yubacity.net

5.05 Interpretation. This Agreement has been executed in Yuba City, California. The captions of paragraphs used in this Agreement are for convenience only. The provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Buyer and the City.

5.06 No Broker's Commission. Neither the Buyer nor the City shall be liable for any real estate commissions or brokerage fees which may arise from this Agreement. The Buyer and City each represent that it has engaged no broker, agent or finder in connection with this transaction. Accordingly, each party shall indemnify, defend and hold the other party harmless from any liabilities, damages or costs, including reasonable attorney's fees, arising from or related to any claim for a commission or finder's fee based on the indemnifying party's engagement or alleged engagement of any broker or finder in this transaction.

5.07 Time of Essence. Time is of the essence of this Agreement and of the escrow provided for herein.

5.08 Resolution of Disputes. Except for an action for specific performance by either party, which shall be venued in Sutter County Superior Court, all disputes pertaining to the Agreement, or any of its terms or provisions, shall be resolved by binding arbitration. The arbitrator shall be mutually agreed on by the parties. If there is no agreement, either party may petition the Superior Court of Sutter County to appoint an arbitrator from JAMS/Endispute of Sacramento, California. The person appointed shall be a retired Judge of the Superior Court or a retired Justice of the Court of Appeal or of the California Supreme Court. The parties shall share one-half (1/2) of the fees of the arbitrator; provided, however, that the arbitrator may award as costs to the prevailing party the entire arbitrator's fee.

5.09 Attorneys' Fees. If either Buyer or the City shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the prevailing party shall be entitled to reasonable attorneys' fees which shall consist of the fees for services rendered by counsel, the fees for services of experts, and all other expenses incurred in connection with the action, including those expenses recoverable as allowable costs of suit under the applicable state or federal statute, and those attorneys' fees and costs incurred executing upon or appealing any judgment, as well as all other expenses incurred during the course of the action.

5.10 Integration. This Agreement contains the entire agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein.

5.11 Additional Documents. From time to time prior to and after the Close of Escrow, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

5.12 Dependence and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the Close of Escrow and delivery of the deed.

5.13 California Law. This Agreement shall be governed by the laws of the State of California.

5.14 Entry. During the term of this Agreement, the Buyer and its designated agents and independent contractors shall have the right to enter onto the Property to conduct reasonable tests, studies, inquiries and appraisals with respect thereto. The Buyer agrees to repair all damages it or its agents or independent contractors shall cause to the Property and further agrees to indemnify and hold City harmless of all costs, expenses, losses, attorneys' fees and liabilities (including, but not limited to, claims of mechanics' liens) incurred or sustained by City as a result of any acts of the Buyer, its agents or independent contractors, pursuant to the rights granted by this section.

5.15 Possession. City shall deliver exclusive possession of the Property to the Buyer at Close of Escrow.

5.16 Reporting to Internal Revenue Service. The escrow instructions for this transaction shall obligate Escrow Holder to report this transaction to the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code of 1986, as amended.

5.17 Calculation of Time Periods. If any date for performance under this Agreement falls on a Saturday, Sunday or bank holiday, then the date for performance shall be the next day which is not a Saturday, Sunday or bank holiday, and the next time period shall be calculated from and after the date of such actual performance.

5.18 Exhibits. All exhibits to which reference is made in this Agreement are incorporated in this Agreement by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to "this Agreement" includes matters incorporated by reference.

5.19 Assignment. Buyer may assign this Agreement and the rights and obligations hereunder to any Related Buyer Entity upon written notice thereof to Seller. Any other assignment of this Agreement by either party shall be subject to the prior written approval of the other party, which approval shall not be unreasonably withheld.

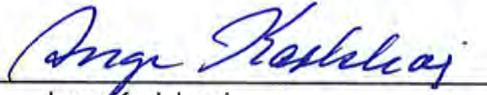
[Signatures on Following Page]

Buyer:

The Erik Karlshoej Education Foundation

Dated: 8-7-, 2014

By



Inge Karlshoej

Title:

City:

City of Yuba City

Dated: _____, 2014

By

Steven C. Kroeger

Title: City Manager

EXHIBIT A

LEGAL DESCRIPTION

All that real property within the City of Yuba City, County of Sutter, State of California, being a portion of Lot 7 and Lot 8 of the "Kelly and Eager Tract", filed in the Office of the County Recorder of Sutter County, California on November 22, 1920 in Book 3 of Surveys at Page 50 and located in the North half of Section 10, in Township 15 North, Range 3 East, Mount Diablo Base & Meridian and being more particularly described as follows:

Portion 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.

EXCEPTING THEREFROM the westerly 373.00 feet of said parcel that lies parallel with the western boundary.

TOGETHER WITH AS ONE PARCEL:

Portion 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.

END OF DESCRIPTION

EXHIBIT A

All that real property being a portion of Lot 7 and Lot 8 of the "Kelly and Eager Tract", filed in the Office of the County Recorder of Sutter County, California on November 22, 1920 in Book 3 of Surveys at Page 50 and located in the North half of Section 10, in Township 15 North, Range 3 East, Mount Diablo Base & Meridian and being more particularly described as follows:

The northerly 20 feet of the parcel of land in the Grant Deed from City of Yuba City, a Municipal Corporation to the Erik Karlshoej Education Foundation and filed in the Office of the County Recorder of Sutter County, California on _____, 2014 at document number 2014_____.

END OF DESCRIPTION



PREPARED BY

DATE : _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

EXHIBIT B
FORM OF GRANT DEED

Name The Erik Karlshoej Education Foundation
Street Address Attn: Inge Karlshoej
725 Sanborn Road
City & State Yuba City, CA 95933
530.749.2026

MAIL TAX STATEMENTS TO

Name The Erik Karlshoej Education Foundation
Street Address Attn: Inge Karlshoej
725 Sanborn Road
City & State Yuba City, CA 95993

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

APN: 51-580-012, 51-580-013 & portion of 51-580-014

The undersigned Grantor(s) declare(s):

Documentary transfer tax is \$0. **R&T Code Section** _____ :

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area City of Yuba City

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

The City of Yuba City, a municipal corporation ("Grantor")

Hereby GRANT(S) to

The Erik Karlshoej Education Foundation, a California nonprofit, public benefit corporation ("Grantee"), the real property in the City of Yuba City, County of Sutter, State of California (the "Property") described in the document attached hereto, labeled Exhibit A, and incorporated by this reference, subject to the following provisions contained in this Grant Deed (the "Grant Deed").

1. This grant is made expressly subject to the condition that, except for any portion of the Property not required for school use, the Grantee, its successors and assigns, shall only use the Property for charter or other such school purposes and if the Property is not developed for such purposes, or is proposed to be developed for non-school purposes, then Grantor, at its option, shall have the right and power to terminate and repurchase the fee simple estate conveyed by this Grant Deed, and to re-enter and take possession of the Property. This provision is expressly declared to be a condition subsequent for the benefit of Grantor and a power of termination enforceable by the Grantor upon such repurchase pursuant to California Civil Code Section 885.010. The terms for any such termination and repurchase are more particularly set forth in that certain Purchase and Sale Agreement between Grantor, as seller, and Grantee, as buyer, dated August __, 2014, pursuant to which this Grant Deed has been delivered by Grantor to Grantee (the "Purchase Agreement").
2. Except as otherwise permitted under the Purchase Agreement with respect to Permitted Transfers, Buyer shall not sell, convey or transfer the Property or any portion thereof to any person, entity, agency or association within five (5) years of the recordation of this Grant Deed. Any such sale or attempted sale, conveyance or attempted conveyance of, transfer or attempted transfer by Grantee shall be null and void.
3. In any event, the limitations in Paragraphs 1 and 2 above shall terminate upon Grantee's development and opening for education of a school on the Property.

GRANTOR:

CITY OF YUBA CITY, a municipal corporation

Dated: _____, 2014

By:
Title:

STATE OF CALIFORNIA
COUNTY OF _____.

On _____, before me, _____, a
Notary Public, personally appeared _____
and _____ who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s), is/are
subscribed to the within instrument and acknowledged that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument. I
certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Grantee approves and accepts the provisions of this Grant
Deed.

GRANTEE:

THE ERIK KARLSHOEJ EDUCATION FOUNDATION

By: Inge Karlshoej

Title:

AND WHEN RECORDED MAIL TO

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

MAIL TAX STATEMENTS TO

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

EXHIBIT C
FORM OF PUBLIC UTILITY EASEMENT DEDICATION

EASEMENT DEED

The undersigned grantor(s) declare(s):

Assessor's Parcel Number : 51-580-014

Documentary transfer tax is \$

() computed on full value of property conveyed, or

() computed on full value less liens and encumbrances remaining at time of sale.

() Unincorporated area: (X) City of Yuba City, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

ERIK KARLSHOEJ EDUCATION FOUNDATION

Hereby GRANT(S) to

CITY OF YUBA CITY, a Municipal Corporation

A public utility easement located in, over, under and across the real property in the City of Yuba City, County of Sutter, State of California more particularly described as follows:

SEE EXHIBIT A

DATED

.....

Inge Karlshoej

Title:.....

CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Pacific Gas and Electric Informational Overview of the Pipeline Safety Program
Recommendation: Note and File the Presentation
Fiscal Impact: None

Purpose:

To provide and informational overview of Pacific Gas & Electric's (PG&E) Pipeline Safety Program

Background:

PG&E has implemented changes to their gas safety operations to enhance the testing and inspection of 6,750 miles of pipelines that make up their natural gas transmission system. In 2013, to further enhance pipeline safety, PG&E launched the Pipeline Pathways Program aimed at improving access to high-pressure gas transmission pipelines.

Analysis:

PG&E staff will be presenting their Pipeline Pathways Program. The presentation will provide a general overview of the program, with a brief discussion on specific impacts in Yuba City.

Fiscal Impact:

None.

Alternatives:

None.

Recommendation:

Note and File the Presentation

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

CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Chevron Energy Solutions Program Development Report: Energy and Infrastructure Improvement Project

Recommendation: Direct staff to bring a contract to proceed with improvements/construction to Council for consideration.

Fiscal Impact: Project has the potential to result in over \$5 Million in savings to the City.

Purpose:

To implement energy conservation measures at various City facilities to reduce energy costs.

Background:

In July 2013, Chevron Energy Solutions (Chevron) approached City staff about developing an energy efficiency project in Yuba City. Chevron staff toured many of the City's facilities and determined that there are opportunities for energy conservation projects that will be beneficial to the City and result in a net savings. After initial assessment, it was determined that potential projects included indoor/outdoor lighting modifications at all City buildings, solar hot water heating at Gauche Aquatic Park, HVAC retro-commissioning at the Police Station and City Hall, EMS replacement at the Police Station, and installation of premium efficiency motors.

On March 4, 2014, City Council authorized the execution of a Program Development Agreement (Agreement) with Chevron to perform an investment grade audit, design and engineering, competitively bid the project, evaluate grants and incentives, and finalize the financial model. The Agreement provided that Chevron would perform the above-listed tasks for a fee of \$25,000. If the project is found to be financially viable upon completion of the tasks outlined in the Agreement, and the City elects to proceed with the project, the \$25,000 will be incorporated into the project cost. If the project is financially viable and the City does not elect to proceed with the project, the City will owe Chevron \$25,000. If the project is not found to be financially viable, no fee will be due. The Agreement states that the project will be financially viable if over a maximum term of 18 years after the implementation of the energy conservation measures the average annual savings will be a minimum of \$25,000

Analysis:

Chevron has completed the tasks associated with the Agreement and has prepared a report with their recommendation for an energy and infrastructure improvement project in Yuba City. The recommended project includes the following:

- solar hot water heating at Gauche Aquatic Park
- installation of solar photovoltaic panels at Gauche Aquatic Park and the Water Treatment Plant
- indoor/outdoor lighting modifications at most of the City buildings
- air handler upgrades, compressor replacement and window film installation at City Hall
- energy management system replacements at City Hall and the Police Department
- retrofit one pump at Gauche Aquatic Park and one pump at the Water Treatment Plant
- replace the breathable air compressor at Fire Station #1

If the City Council is in favor of the recommended project, staff will bring a contract to proceed with implementation/construction of the project to Council on September 2 for execution.

Fiscal Impact:

Chevron will be presenting options for financing the project, though a sample financial analysis is attached. The estimated construction cost is \$5 Million, excluding interest or closing costs associated with financing the project. If Council chooses to proceed with the project, and dependent on the financing option chosen, the City could realize net savings of over \$5 Million over a 30 year term.

Alternatives:

Modify or reduce the scope of the project.

Recommendation:

Direct staff to bring a contract to proceed with improvements/construction to Council for consideration.

Prepared by:

/s/ Diana Langley
Diana Langley
Public Works Director

Submitted by:

/s/ Steven C. Kroeger
Steven C. Kroeger
City Manager

Reviewed by:

Finance

RB

City Attorney

TH

Financial Analysis: 15-Year Tax-Exempt Lease Purchase



Chevron Program Fee											\$4,991,330
City Contribution											-\$900,000
Construction Period Interest											\$100,607
Closing Costs											\$0
Amount to be Financed											\$4,191,937
Finance Term											15
Annual Interest Rate											2.946%
Annual Escalation of Electricity Cost											4.50%
Annual Escalation of Natural Gas Cost											3.00%
Annual Escalation of O&M Cost											3.00%
Year	Projected Electricity Savings	Projected Natural Gas Savings	Incentives	Projected O&M Savings	Total Program Savings	Lease Payment	M&V Cost	Solar Maintenance Cost	Total Program Costs	Net Savings	
Year 1	\$260,675	\$14,307	\$137,682	\$28,037	\$440,701	\$366,930	\$22,058	\$12,712	\$401,700	\$39,001	
Year 2	\$271,713	\$14,736	\$0	\$28,878	\$315,327	\$240,292	\$22,940	\$13,093	\$276,326	\$39,001	
Year 3	\$283,219	\$15,178	\$0	\$29,744	\$328,141	\$251,796	\$23,858	\$13,486	\$289,141	\$39,001	
Year 4	\$295,214	\$15,634	\$0	\$30,637	\$341,484	\$263,781	\$24,812	\$13,891	\$302,484	\$39,001	
Year 5	\$307,720	\$16,103	\$0	\$31,556	\$355,378	\$276,266	\$25,804	\$14,307	\$316,377	\$39,001	
Year 6	\$320,757	\$16,586	\$0	\$32,502	\$369,845	\$316,107	\$0	\$14,737	\$330,844	\$39,001	
Year 7	\$334,348	\$17,083	\$0	\$33,477	\$384,909	\$330,729	\$0	\$15,179	\$345,908	\$39,001	
Year 8	\$348,518	\$17,596	\$0	\$34,482	\$400,595	\$345,960	\$0	\$15,634	\$361,595	\$39,001	
Year 9	\$363,290	\$18,124	\$0	\$35,516	\$416,930	\$361,826	\$0	\$16,103	\$377,929	\$39,001	
Year 10	\$378,691	\$18,667	\$0	\$36,582	\$433,940	\$378,353	\$0	\$16,586	\$394,939	\$39,001	
Year 11	\$394,748	\$19,227	\$0	\$37,679	\$451,654	\$395,569	\$0	\$17,084	\$412,653	\$39,001	
Year 12	\$411,487	\$19,804	\$0	\$38,810	\$470,101	\$413,504	\$0	\$17,596	\$431,100	\$39,001	
Year 13	\$428,940	\$20,398	\$0	\$39,974	\$489,312	\$432,187	\$0	\$18,124	\$450,311	\$39,001	
Year 14	\$447,135	\$21,010	\$0	\$41,173	\$509,318	\$451,649	\$0	\$18,668	\$470,317	\$39,001	
Year 15	\$466,105	\$21,640	\$0	\$42,408	\$530,154	\$471,925	\$0	\$19,228	\$491,153	\$39,001	
Year 16	\$485,883	\$22,290	\$0	\$43,681	\$551,853	\$0	\$0	\$19,805	\$19,805	\$532,048	
Year 17	\$506,503	\$22,958	\$0	\$44,991	\$574,452	\$0	\$0	\$20,399	\$20,399	\$554,053	
Year 18	\$528,002	\$23,647	\$0	\$46,341	\$597,990	\$0	\$0	\$21,011	\$21,011	\$576,979	
Year 19	\$550,416	\$24,357	\$0	\$47,731	\$622,504	\$0	\$0	\$21,641	\$21,641	\$600,862	
Year 20	\$573,786	\$25,087	\$0	\$49,163	\$648,036	\$0	\$0	\$22,291	\$22,291	\$625,746	
Year 21	\$289,456	\$0	\$0	\$0	\$289,456	\$0	\$0	\$22,959	\$22,959	\$266,496	
Year 22	\$300,969	\$0	\$0	\$0	\$300,969	\$0	\$0	\$23,648	\$23,648	\$277,321	
Year 23	\$312,940	\$0	\$0	\$0	\$312,940	\$0	\$0	\$24,358	\$24,358	\$288,582	
Year 24	\$325,387	\$0	\$0	\$0	\$325,387	\$0	\$0	\$25,088	\$25,088	\$300,299	
Year 25	\$338,329	\$0	\$0	\$0	\$338,329	\$0	\$0	\$25,841	\$25,841	\$312,488	
Year 26	\$351,786	\$0	\$0	\$0	\$351,786	\$0	\$0	\$26,616	\$26,616	\$325,170	
Year 27	\$365,779	\$0	\$0	\$0	\$365,779	\$0	\$0	\$27,415	\$27,415	\$338,364	
Year 28	\$380,327	\$0	\$0	\$0	\$380,327	\$0	\$0	\$28,237	\$28,237	\$352,090	
Year 29	\$395,455	\$0	\$0	\$0	\$395,455	\$0	\$0	\$29,084	\$29,084	\$366,371	
Year 30	\$411,184	\$0	\$0	\$0	\$411,184	\$0	\$0	\$29,957	\$29,957	\$381,227	
Totals	\$11,428,761	\$384,431	\$137,682	\$753,361	\$12,704,235	\$5,296,875	\$119,472	\$604,779	\$6,021,126	\$6,683,110	

CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor & Members of the City Council
From: Department of Public Works
Presentation by: Kevin Bradford, Senior Engineer

Summary

Subject: 5th Street Bridge Replacement Project – Adopt Mitigated Negative Declaration and Amend the Professional Services Agreement with Dokken Engineering for Final Design Services

Recommendation:

- a. Adopt the Mitigated Negative Declaration for the 5th Street Bridge Replacement Project.
- b. Approve Amendment #2 to the Professional Services Agreement to Dokken Engineering for Final Design Services associated with the 5th Street Bridge Replacement Project in the amount of \$3,932,711.50 with the finding that it is in the best interest of the City.

Fiscal Impact: \$3,932,711.50 – Account No. (921084-65502) from the following sources:
\$2,821,720.50 – Federal Highway Bridge Program grant
\$ 983,560.00 – State Regional Surface Transportation Program grant
\$ 127,431.00 – Local funds (gas tax).

Purpose:

To advance the 5th Street Bridge Replacement Project in as timely and cost effective a manner as possible.

Background:

In September 2008, a Seismic Retrofit Feasibility Study of the 5th Street Bridge over the Feather River was prepared for Sutter County. This study identified several structural deficiencies with the bridge and recommended replacement over retrofitting the structure.

Based on the findings of the Seismic Retrofit Feasibility Study and coordination with Caltrans Local Assistance, Yuba City hired a consultant, Dokken Engineering, in September 2010 to prepare a combined Project Study Report and Project Report (PSR/PR). The PSR/PR considered and evaluated various project alternatives to arrive at an estimated cost for programming the bridge replacement project. Additionally, detailed environmental and engineering studies of the viable alternatives were performed.

As part of its current contract with the City, Dokken Engineering is working on several tasks associated with the environmental process. These tasks include preparing the draft Environmental Document, consulting with the various regulatory agencies having jurisdiction over the project, and

obtaining National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) certification.

In July 2013, Council awarded several preliminary design activities to Dokken Engineering through Amendment #1 to the Professional Service Agreement. Specifically, Dokken Engineering is working on permitting and performing soil borings, collecting detailed topographic surveys, and preparing plats/legal descriptions for right of way requirements.

In November 2013, Council authorized staff to negotiate the terms and conditions for a Professional Services Agreement with Dokken Engineering for Final Design and Construction Management Services with the finding that it was in the best interest of the City.

Analysis:

Since the project is using federal funds, it must comply with the National Environmental Policy Act (NEPA) in addition to the California Environmental Quality Act (CEQA). Caltrans, acting on behalf of the Federal Highway Administration, is the federal lead agency for NEPA compliance while Yuba City is the state lead agency for CEQA compliance. The City's consultant, Dokken Engineering, prepared a joint CEQA/NEPA environmental document with an Initial Study and Mitigated Negative Declaration for CEQA and an Environmental Assessment and Finding of No Significant Impact under NEPA. This Environmental Document determined that the project will not result in any significant impacts to the environment through the inclusion of appropriate avoidance, minimization, and mitigation measures included therein. Since this is a joint CEQA/NEPA document, Council will be deciding on approval of just the CEQA portion while Caltrans will subsequently make a determination on the NEPA portion of the document. Caltrans staff has reviewed the document and are recommending the NEPA portion for approval upon Council approval of the CEQA portion.

The Draft Environmental Document was filed with the State Clearinghouse (SCH# 2013082011) on August 2, 2013 and circulated for public review through August 31, 2013. Comments were received from the Central Valley Regional Water Quality Control Board, the California Department of Fish and Wildlife, the Central Valley Flood Protection Board, the California Public Utilities Commission, the State Clearinghouse, and 4 private citizens. All comments have been taken into consideration and a Final Environmental Document has been issued to address their comments. The comments received do not reveal any new avoidable significant effects. Staff recommends that Council adopt the Mitigated Negative Declaration.

When the City issued the request for proposals for the PSR/PR and environmental work, the request specifically stated that, at the City's discretion, the consultant selected may also be chosen for a final design and engineering contract for the recommended project resulting from the PSR/PR. City staff and staff from Caltrans, the City of Marysville, Sutter County, and Yuba County all recommend continuing with Dokken Engineering given its performance on the PSR/PR and related environmental work for the following reasons: 1.) Dokken Engineering was initially selected as the most qualified consultant for this work by a review panel consisting of staff from Caltrans, Yuba City, Marysville, Sutter County, and Yuba County, 2.) Dokken Engineering has performed exceptionally well on the project to-date, earning the continued support of City staff and staff from Caltrans, the City of Marysville, Sutter County, and Yuba County, 3.) Dokken Engineering's involvement with the environmental process and regulatory agencies makes it uniquely qualified to efficiently acquire the necessary permits in conjunction with the final design effort and also assure that permit conditions are met during construction without causing delays or excessive costs, and 4.) the request for proposals process requires a substantial effort from City, County, and Caltrans staff, as well as the private companies preparing the proposals, all of which is more worthwhile when there is no apparent consultant that is uniquely qualified to perform the work.

Upon receiving authorization from Council in November 2013, staff solicited a proposal from Dokken Engineering for providing final design and construction management services. Staff reviewed the

proposal and also solicited Caltrans review. Based on input from Caltrans and experience with similar consultant contracts, the billing rates and level of effort proposed by Dokken Engineering are consistent with industry standard and in the best interest of the City. Final Design services typically range between 8% and 10% of the estimated construction cost for a project of this magnitude. Dokken Engineering's proposal is for less than 7% of the estimate construction cost reflecting its unique familiarity with the project. Staff recommends awarding the final design services to Dokken Engineering at this time. Staff will bring a recommendation for construction management services to Council at a later date.

Caltrans recommends amending the current contract with Dokken Engineering instead of creating a new one. Caltrans Audits and Investigations has reviewed the proposed Amendment #2 and issued a Conformance Letter Review of the Fiscal Provisions and Cost Proposal and authorized the amendment to be executed.

Fiscal Impact:

The total amount of Amendment #2 is \$3,932,711.50, which is budgeted for through Capital Improvement Program Account No. 921084-65502. Approximately \$4.1 million in unencumbered design funds are available in this account. The City has secured \$2,821,720.50 in federal grant funds through the Highway Bridge Program and at least \$983,560.00 in state grant funds through the Regional Surface Transportation Program. Staff is currently working with SACOG and Caltrans to obtain state funding of the remaining \$127,431.00. However, sufficient funds are available in the Road Fund to cover this amount, if necessary.

Alternatives:

- a. Do not adopt the Mitigated Negative Declaration and direct staff to provide further study of the environmental considerations or alternatives, which could potentially delay the project.
- b. Do not approve Amendment #2 and direct staff to issue a Request for Proposals, which will likely delay the construction start date by one construction season.

Recommendation:

- a. Adopt the Mitigated Negative Declaration for the 5th Street Bridge Replacement Project. (This is a large document and is available at City Hall Public Works department for review)
- b. Approve Amendment #2 to the Professional Services Agreement to Dokken Engineering for Final Design Services associated with the 5th Street Bridge Replacement Project in the amount of \$3,932,711.50 with the finding that it is in the best interest of the City.

Prepared by:

Submitted by:

/s/ Kevin Bradford

/s/ Steven C. Kroeger

Kevin Bradford
Senior Engineer

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH

**AMENDMENT #2
TO THE
PROFESSIONAL SERVICES AGREEMENT WITH DOKKEN ENGINEERING
FOR 5TH STREET BRIDGE PROJECT STUDY REPORT/PROJECT REPORT
EQUIVALENT**

This Professional Services Agreement between the City of Yuba City, a municipal corporation (“City”) and Dokken Engineering (“Consultant”), dated September 22, 2010 and amended July 17, 2013, for the 5th Street Bridge Project Study Report/Project Report Equivalent is hereby amended as follows:

1. Section 1, Scope of Services, is hereby amended through the addition of the following paragraph:

“The Consultant shall also furnish the services described on Exhibit A – Scope of Services Amendment 2, which is attached hereto and incorporated herein by reference.”

2. Section 2, Time of Performance, is hereby amended as follows:

Delete the last sentence in its entirety and replace with “Finalization shall be completed by December 31, 2017 and at the direction of the City of Yuba City.”

3. Section 3, Compensation, is hereby amended through the addition of the following paragraphs:

“In addition to the allowable incurred costs, the City will pay the Consultant a fixed fee of \$333,395.57 for work performed under Amendment #2. This fixed fee is in addition to the fixed fee agreed to for the original contract scope of work and Amendment #1. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

The total amount payable by the City, including the fixed fee, for this Amendment #2 shall not exceed \$3,932,711.50 without additional written authorization from the City. This total amount payable by the City is in addition to the total amount payable agreed to for the original contract scope of work and Amendment #1.”

4. Section 9, Consultant’s Books and Records, is hereby amended through the addition of the following paragraph:

“f. Consultant and subconsultants’ contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost

proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the City contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by the City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs."

5. Section 11, Interest of Consultant, is hereby amended through the addition of the following paragraph:

"Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration."

6. Section 17, Notices, is hereby amended as follows:

"If to City: Ms. Diana Langley
Public Works Department
City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993
(530) 822-4626"

7. Section 28, Prohibited Interest, is hereby amended through the addition of the following paragraphs:

"Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.

Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.”

8. Section 34, State Prevailing Wage Rates, is hereby amended through the addition of the following paragraph:

“Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.”

9. Section 38, Safety, is hereby added to the agreement through the addition of the following paragraphs:

“Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by the City Safety Officer and other City representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.”

10. Section 39, Disadvantaged Business Enterprises (DBE) Participation, is hereby added to the agreement through the addition of the following paragraphs:

“Consultant must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, Consultant must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by the City and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting the City’s consent for the

proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).”

11. Section 40, National Labor Relations Board Certification, is hereby added to the agreement through the addition of the following paragraph:

“In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant’s failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.”

12. Section 41, Evaluation of Consultant, is hereby added to the agreement through the addition of the following paragraph:

“Consultant’s performance will be evaluated by the City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.”

IN WITNESS WHEREOF, the parties have caused this Amendment #2 to be executed this 5th day of June, 2014.

CITY OF YUBA CITY:

CONSULTANT:

By: _____
Steven C. Kroeger
City Manager

By: _____
Richard T. Liptak
President/Principal in Charge

Attachments: Exhibit A1 - Amendment 2, Design Scope of Services
Exhibit B1 - Amendment 2, Design Cost Proposal Summary by Task
Exhibit 10-H – Amendment 2, Design Cost Proposal



April 28, 2014

Mr. Kevin Bradford, PE
Project Manager
City of Yuba City, Public Works Department
1201 Civic Center Blvd
Yuba City, CA 95993

**RE: Fifth Street Bridge Replacement
Amendment No. 2 for Final Design**

Dear Mr. Bradford:

The purpose of this letter is to propose an amendment to the existing Fifth Street Bridge contract between Yuba City and Dokken Engineering related to final design engineering. Dokken Engineering sincerely appreciates the opportunity to work with the City on the major regional project and we thank you for your continued trust in us.

The proposed scope of services for design is described in the attachment Exhibit A1 – “Scope of Services - Amendment 2,” by task. The costs associated with each task are broken down on Exhibit B1, “Amendment 2 Cost Proposal Summary by Task”.

The existing contract amount, previous Amendment 1 amount, this Amendment 2 amount and contract total are shown in the following table.

Contract	Dokken	Subconsultants	Total
Original Contract, 9/22/10	\$798,722.75	\$221,182.85	\$1,019,905.60
Amendment 1, 6/5/13	\$147,231.18	\$550,168.64	\$697,399.81
This Amendment 2 - Design	\$3,770,851.21	\$161,860.29	\$3,932,711.50
Contract Total			\$5,650,016.91

With the addition of Orsee Design Associates for landscape design, we now have participation from 6 outstanding DBE subconsultants in an effort to exceed the DBE goal for this project. Expected DBE participation (including this amendment) is shown in the table on the following page.



Mr. Kevin Bradford
April 28, 2014
Page 2

DBE Firm	Amount
WRECO	\$64,742.07
Galvin Preservation Associates	\$34,847.35
Earth Mechanics Inc.	\$470,021.20
Martin Hsu	\$39,255.90
Bender Rosenthal	\$ 62,250.00
Orsee Design Associates	\$91,525.69
DBE Total Contract	\$762,642.21

Dokken Engineering appreciates the City's continued trust in us as we work to deliver this complex project. Please contact me at (916) 858-0642 if additional information is needed. Dokken Engineering is looking forward to the construction of this bridge as a major accomplishment for the City and region.

Sincerely,

DOKKEN ENGINEERING

Matthew N. Griggs, P.E.
Project Manager

Attachments

- Exhibit A1 – Design Scope of Services Amendment 2
- Exhibit B1 – Design Cost Proposal Summary by Task Amendment 2
- Cost Proposal by Hours, Tasks and Subconsultants
- Exhibit 10-H Cost Proposal for all Firms

File 2056-052



EXHIBIT A1 – AMENDMENT 2 DESIGN SCOPE OF SERVICES

Revised April 28, 2014

The following scope of work is intended to provide all necessary engineering and permitting services to obtain ready to advertise plans, specifications and estimates for the Fifth Street Bridge replacement project. Some pre-design tasks including geotechnical engineering, surveying and right of way were authorized under a previous contract and complement the services included in this scope.

Project design will be based upon the Caltrans 2010 Standard Plans and Standard Specifications and modified for the 2005 City of Yuba City Standard Specifications and Details.

TASK 1 PROJECT MANAGEMENT

Dokken Engineering (Dokken) Project Management includes regular in-person meetings, in-person deliveries, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, coordination and communication.

The Dokken project manager will work closely with the City Project Manager and continuously inform the City Project Manager of all project activities. The duration of the project management effort is expected to be continuous through completion of the job.

The following project management tasks are budgeted to extend through the design phase of the project.

Task 1.1 Project Management

Coordination – Close contact will be maintained between the Project Manager, all sub-consultants, the City Project Manager, project personnel, and regulatory agencies. The Project Manager will act as the principal liaison between Yuba City and our staff at Dokken.

Communication – Effective communication through in-person visits, focused meetings, telephone calls and e-mails to the City will be performed to discuss specific project issues by the Project Manager. Regular communication with team members, the City and other agency personnel will be facilitated through the Project Manager. During very active design and permitting periods Dokken will be available to the City project manager for a pre-scheduled weekly conference call. The purpose of the conference calls will be to report progress, discuss design decisions made that week and schedule look ahead activities.

Progress Reports will be submitted monthly to Yuba City. These reports will include the work performed during that period, a discussion of issues/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice. Dokken Engineering's Project Manager is responsible for maintaining cost control for each task, including our sub-consultants.

Dokken will provide and maintain a detailed Milestone Schedule and Microsoft Project Schedule. The Milestone Schedule is a simple one page schedule to assist in project communication. In addition, a comprehensive schedule using Microsoft Project will be prepared that will identify each task and deliverable for the project. Dokken Engineering's Project Manager will closely monitor the schedule and bring any deviations to the attention of the City Project Manager.

Dokken will coordinate with all stakeholder agencies and City departments on the project to obtain their concurrence with the project. Agency coordination is anticipated to include:



- | | |
|---|---------------------------------|
| I. City of Yuba City | II. City of Marysville Parks |
| III. City of Marysville | IV. Yuba County |
| V. Central Valley Flood Control Board | VI. Sutter County |
| VII. Caltrans District 3 (Local Assistance) | VIII. Union Pacific Railroad |
| IX. Marysville Levee District | XI. Levee District No. 1 |
| X. State Lands Commission | XII. Gilsizer Drainage District |

Task 1.2 Project Meetings

A project “kick-off” meeting will be held following the Notice to Proceed. This meeting will include representatives from the City of Marysville, Yuba City, Dokken, sub-consultants and other involved agencies. The primary meeting objectives will be to present the project, its goals, review the project scope and action item list, explain the project schedule, and identify key project issues.

Monthly Project Delivery Team (PDT) meetings will be held with City staff and other representatives, as necessary, to discuss project issues and work progress. Status meetings will be held at the City offices. Dokken will prepare the meeting agenda in consultation with the City Project Manager, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and prepare and distribute the meeting notes to the participants within five working days after the meeting. All items that appear on the project schedule are included in a handy “Action Item List” prepared at the beginning of the project. The list shows the work item, the date it is due, who is responsible for the task, and the date it was completed. The Action Item List is reviewed and updated at every status meeting.

Dokken will arrange for representatives from the Levee Districts, Central Valley Flood Control Board, Caltrans and Union Pacific Railroad (UPR) to join the monthly PDT meetings periodically as appropriate.

Dokken will also schedule one-on-one meetings with the adjacent business or property owners to discuss the project description, timing and answer any questions the property or business owner may have.

Task 1.3 Public Meetings (2)

Matt Griggs will organize and facilitate two (2) Public Meetings with Public Works Department personnel and invitees from Sutter County, Marysville, and Yuba County. Our large project exhibits and welcoming approach to project input will facilitate open and productive discussions about the project features and construction. The first meeting will be held earlier in the design and the second will be held around the 90% timeframe.

Dokken will prepare necessary graphics to convey to the participants the major design features of the project and the approximate area impacted by the construction. Graphics will include large scale plots showing striping layouts overlaid on an aerial photograph, staging and typical cross sections of the improvements.

Dokken will be responsible for all meeting logistics including pre-meeting informational handouts, room set up, sign-in sheets, name tags, refreshments, room clean up and written workshop/meeting summary.

Task 1.4 Quality Control / Quality Assurance

Dokken will assign a senior engineer to be the Quality Assurance (QA) Engineer for this project. The QA Engineer will perform a quality review of all project deliverable items. This includes all products prepared by our subconsultants. In addition, the Project Manager will be responsible for the quality control for all products submitted to the City.

Each submittal to the City will be accompanied by a transmittal memo. Any review comments received will be summarized and a Dokken response will be prepared and the required corrections made. Each comment will be addressed and the required corrections will be made.



Task 1.5 Funding Support

Dokken will support the City with Request for Authorizations (RFA's) to Caltrans Local Assistance and allocation requests to SACOG for the approach funding. It is anticipated that HBP RFA submittals will be necessary for right of way, utility and construction authorizations. For SACOG, funding support may include fund applications, project programming request packages, and periodic project programming updates or reporting.

Deliverables – Task 1

- Monthly Progress Report and Invoice
- Microsoft Project Schedule and Updates
- Meeting Agendas and Minutes
- Action Item Lists
- Public Meeting Materials and Facilitation
- RFA and SACOG Funding Support Information

TASK 2 ROADWAY DESIGN

Task 2.1 Grading Plans

Dokken will take the grading calculations, exhibits and analysis performed in the pre-design amendment and confirm the necessary grading strategies with the City. The analysis and exhibits will be turned into grading plan sheets for the project. The grading plan sheets will be coordinated with the staging plans, retaining wall plans, bike trails/pathways, existing bridge removals, existing railroad bed removal, results of hazardous materials investigations and quantity balancing to show the proposed cut and fill slopes. Final cut and fill slope designs will be used to finalize the right of way acquisition limits. Included on the grading plans will also be settlement monitoring platforms for the new bridge approaches.

Task 2.2 Truck Turning Templates (Intersection Design)

Dokken will run truck turning templates through the 5 major project intersections to ensure safe and comfortable truck turns can be made. The turning templates will be run for the STAA Standard Truck (72 feet). In a few instances, exceptions to the STAA truck may be recommended to the City to avoid major impacts.

Task 2.3 65% Roadway Plans

Dokken will prepare the 65% roadway plans, including the sheets listed below. This submittal will be used to establish utility relocations, confirm permanent right of way needs, and identify temporary construction easements necessary for the project. The layout of street lighting and signal poles will be coordinated with Task 5. Construction details will be developed for general application to the project including: sidewalk, curb ramps, bike paths, median details.

Title Sheet
Typical Sections
Survey and Control Diagram
Layouts
Profiles

Construction Details
Utility Plans
Construction Area Signs
Pavement Delineation and Sign Plans



Design of the multi-use pathways along Fifth Street, the levys and from Fifth Street down to Second Street in Yuba City will be performed as part of this and other roadway design tasks.

Design sheets for grading, drainage, signals, street lighting, staging and traffic handling are covered under separate task items in this scope of services.

Task 2.4 Staging and Traffic Handling Plans

Dokken will prepare staging plans for the widening and relocation of Fifth Street and the on/off ramp reconstructions. The staging plans will be designed to maintain two lanes of traffic on the Fifth Street Bridge and circulation through Bridge Street and Second Street. The staging plans will address necessary stage construction of both bridges. Relocation of the soccer complex road will be included in the staging considerations.

Traffic handling plans will be prepared for each construction stage shown in the staging plans. The traffic handling plans will depict the location and width of travel lanes, shoulders, bike lanes and pedestrian access to be provided during the stage. Traffic control measures will also be shown. These measures may include: temporary k-rail, delineators, temporary striping, signage, crash attenuators and changeable message signs.

Task 2.5 90% Roadway Plans (Layouts, Typical, Signing, Striping, Con Details, Utilities)

Upon receipt of comments on the 65% submittal, Dokken will prepare a written response to each comment from the City and permit agencies. Resolution of any difficult comments will be facilitated at the following PDT.

Dokken will proceed with the preparation of the 90% roadway submittal. The 90% plans will include specific and unique construction details for driveways, minor roadside items, trails, fencing, guard rails, quantity sheets, and existing conforms. Plan sheets included in the 65% submittal will receive additional annotation, descriptions, and notes.

- Title Sheet
- Typical Sections
- Survey and Control Diagram
- Layouts
- Profiles
- Construction Details
- Grading Plans
- Utility Plans
- Staging Plans
- Traffic Handling
- Construction Area Signs
- Pavement Delineation and Sign Plans
- Summary of Quantities



Task 2.6 100% Roadway Plans

Upon approval of the 90% plans, Dokken will prepare roadway plans for the 100% submittal. The roadway plan updates will include final quantity tables coordinated with the quantity calculations. The utility sheets will have final disposition of utilities clearly labeled. Pothole information obtained on utilities will be added to the plans. Any final details required as permit conditions will be added to the plans. All comments from Yuba City, Marysville and the permit agencies will be responded to in writing and resolution of any challenging comments will be discussed at project meetings.

The Dokken Team (Environmental Lead, Bridge Engineer, Roadway Engineer, Utilities Lead, and Project Manager) will conduct a site visit to walk through the construction of the project with the 100% plans in hand. During this visit, the team will address any constructability issues and look for items that require additional detail to stake or construct. Staff from both Cities will be invited to attend this site visit.

Task 2.7 Roadway Cross Sections

In conjunction with the 90% roadway plan preparation, Dokken will prepare cross sections for the project at 50-foot intervals and at each driveway or unique location. These cross sections will be used to prepare quantity check calculations and verify the roadway design.

The cross sections will be updated with the final contract documents for contractor’s use during bidding and construction.

Task 2.8 Detailed Survey Locations

This task includes additional supplemental field surveying. While the overall project topographic mapping was completed in the prior contract, it will be necessary during the 2-year course of final design to obtain additional surveying. This surveying will be unique design locations that cannot be anticipated at 35% when the general project survey is conducted. Among the items that may trigger the supplemental survey are existing UPR bridge foundations, any improvements made after the original survey was done, staking proposed new right of way lines, meeting ADA requirements in certain challenging locations and more detail trying to accommodate some utility in place.

- | |
|--|
| <p style="text-align: center;"><u>Deliverables – Task 2</u></p> <ul style="list-style-type: none">▪ Roadway Plans▪ Grading Plans▪ Staging and Traffic Handling Plans▪ Signing and Striping Plans▪ Roadway Cross Sections▪ Supplemental Survey Shots |
|--|

TASK 3 DRAINAGE AND HYDRAULICS

Task 3.1 River Access Feasibility Report

In accordance with Section 1809 of the Streets and Highways Code, Dokken will prepare a report on the feasibility of providing public access to the river for recreational purposes. The Code requires agencies constructing new bridges over



a navigable waterway to prepare the report and make a determination as to whether access can be provided. The findings of the report will be presented to the City Council and the issue will be opened for a public hearing.

Task 3.2 Gilsizer Modification Plans

Dokken will prepare plans for the modification of the Gilsizer Drainage Basin. The basin will be modified with grading and possibly outfall structure plans to replace water storage space that will be otherwise lost due to the westbound on-ramp. Dokken will try to design additional storage in the basin without increasing the basin limits to the north or adversely impacting the maintenance access roads around the basin.

Task 3.3 Bridge Design Hydraulic Report

WRECO will be responsible for preparing the Bridge Design Hydraulic Report. In 2012, WRECO completed a Location Hydraulic Study Report for the current proposed bridge configuration. The LHS was completed as part of the Environmental phase of the project. WRECO will prepare the Bridge Design Hydraulic Report for the final design including the following:

- I. Performing final analytical runs of the new Feather River hydraulic model prepared for the Feather River Levee Improvement Projects (Source: Three Rivers Levee Improvement Authority, GEI Consultants and MBK Engineers)
- II. Running the unsteady state model for both the existing and final proposed conditions
- III. Evaluating the temporary hydraulic condition with the trestle in place
- IV. Performing scour calculations and recommend countermeasures for the proposed bridge design
- V. Preparing the technical report and necessary discussions for the Bridge Design Hydraulic Report
- VI. Addressing design needs and reviewing comments from the Central Valley Flood Protection Board (CVFPB)

WRECO's Principal Engineer will attend three (3) project coordination meetings at the following possible locations: Yuba City Hall, Dokken, or CVFPB offices in Sacramento.

Hydraulic analysis will be performed for 50-, 100- and 200-year events to assist the Dokken team with approvals from the CVFPB and USACE.

WRECO will perform a bridge scour analysis to determine the scour potential per the methodology specified in FHWA's HEC-18, HEC-20, and HEC-23 manuals. The scour analysis will consider countermeasures and in-situ soil information provided from grain size distribution tests by EMI. WRECO will work with the geotechnical and bridge engineers to evaluate the needs for countermeasures for bridge local scour and long-term river instability.

Sediment Transport Analysis

WRECO will perform sediment transport analysis for both the existing and proposed conditions using the hydraulic model, which is most likely the U.S. Army Corps of Engineers' HEC-RAS model. The purpose of the analysis is to address the CVFPB's concerns on bridge scour and sediment impacts to the downstream channel capacity.



Task 3.4 65% Drainage Plans

Dokken will prepare drainage plans for Fifth Street, the 3 on/off ramps, Bridge Street, and Second Street. It is assumed the drainage system design will be based on the existing roadway drainage system, with modifications to carry the additional flow and incorporate BMP's. The drainage plans will include layouts, profiles and special details. The submittal will include written responses to comments received from the City on the prior submittal.

Drainage for the soccer complex access road will be prepared with the road design in Section 10 of this scope.

Task 3.5 Bridge Deck Drainage Reports

Dokken will prepare Bridge Deck Drainage Reports for the Fifth Street Bridge and Second Street Overcrossing. The report will include runoff calculations and locate deck drain inlets such that the flooded width can be retained in the shoulder. The piping system layout will be shown in the report and coordinated with bridge designer to route the pipes through the bridge. Discharge locations from the bridge will be coordinated with the park landscape and soccer complex road designers.

Task 3.6 Central Valley Flood Protection Board Permit (Includes USACE)

For the profile design alternative that carries Fifth Street under the Union Pacific tracks, Dokken will submit an engineering package to each of the levee districts and the CVFPB for review. The submittal will be hand delivered at a joint meeting of the project team with the levee districts and the CVFPB. The project team (and the submittal also) will explain the benefits of the "going under" project alternative and provide a detailed presentation on how the project meets each agencies standards. This will be the start of the permitting process with these agencies. The meeting will also afford a second or third opportunity for the levee districts and CVFPB to offer comments on their facilities with regard to the alternatives. These comments may include gates, maintenance access roads, vertical clearances, etcetera.

The submittal will include the following technical information:

- VII. Cover letter explaining the purpose and benefits of the project
- VIII. Hydraulic analysis and graphical summaries showing how the bridge meets State and Federal Criteria
- IX. Bridge Plans pertinent to understanding the geometry of the bridge
- X. Clear aerial photo based impact exhibits for each levee district and the CVFPB

The cover letter will request each levee district reply with their concurrence or requests to the CVFPB with a copy to Yuba City for coordination. The cover letter will request a concept approval letter from CVFPB indicating their conditional concurrence with the project, provided all final design documents meet with State and Federal Requirements (CVFPB will not provide an absolute concurrence until a complete set of design plans are submitted and reviewed by the USACE).

Task 3.7 Levy District 1 Approval

Dokken will obtain approval to construct the project from Levy District 1. Approval will be obtained by submitting proposed project plans and application for District review. The submittals will include plans, hydraulic analysis results, clear aerial photo based exhibit and a cover letter explaining project status. We will also include a response to any concerns they have noted in meetings with us or during prior reviews.

It is anticipated the district will want to have input on any modifications to access roads, gates, bike trails, stop logs, and levy access from Fifth Street. Approval from the district is required before the CVFPB will issue the permit to construct the project.



Task 3.8 Marysville Levy District Approval

Dokken will obtain approval to construct the project from the Marysville Levy District with the identical approach noted above in Task 3.7.

Task 3.9 90% Drainage Plans

Dokken will prepare 90% drainage plans. In addition to completing the drainage layouts, profiles and special details, drainage quantity sheets will be added with the 90% submittal. It is anticipated that between the 65% and 90% submittals, revisions will be made to the drainage systems to coordinate with water Quality permit requirements, revegetation plans and erosion control plans (all of which will be prepared with the 90% submittal). The submittal will include written responses to comments received from the City on the prior submittal.

Task 3.10 100% Drainage Plans

Dokken will prepare 100% drainage plans, responding to review comments on the 90% and completing coordination of the drainage design with roadway, electrical, erosion control, grading, structures and landscape. The submittal will include written responses to comments received from the City on the prior submittal and responses necessary for permit approvals.

Task 3.11 Storm Water Pollution Prevention Plan (SWPPP)

Dokken will prepare a Stormwater Pollution Prevention Plan for the project. The SWPPP will be prepared by Dokken so that coordination of the 402 NPDES authorization can be completed in advance of the construction contract award.

Deliverables – Task 3

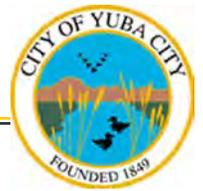
- River Access Feasibility Report
- Gilsizer Basin Modification Plans
- Bridge Design Hydraulic Report
- Sediment Transport Report
- Drainage Plans
- Central Valley Flood Protection Board Permit
- Levy District 1 Application
- Marysville Levy District Approval
- Stormwater Pollution Prevention Plan

TASK 4 STRUCTURE DESIGN

Dokken will perform the structures design work in accordance with AASHTO LRFD Bridge Design Specifications (Fourth Edition) with California Amendments current at time of bridge design, Caltrans Bridge Design Details Manual, Caltrans Bridge Design Aids, Caltrans Bridge Memos to Designs, and Caltrans Seismic Design Criteria (SDC). The bridge design work will be performed in English units of measure.

Task 4.1 Bridge Aesthetic Package and Workshops (2)

Dokken will prepare a bridge aesthetics package that will include multiple options for the treatments in the following locations: barrier styles, lighting styles, accent lighting, pathway scoring or color, exterior girder treatments, abutment



wall patterns, floodwall patterns, overlooks and bridge entry pillars. The aesthetics package will be provided to the City for consideration and presented at a workshop with City representatives.

If concurrence is not reached at the first workshop, Dokken will revise the concepts and narrow the alternatives for resubmittal of the aesthetics package for approval at a second workshop. The second package and workshop will explain how the aesthetic treatments were revised in response to input received at the first workshop.

Task 4.2 65% Feather River Bridge Design and Details

Upon approval of the bridge type, roadway profile, roadway alignment and construction staging, Dokken will develop the design calculations and prepare plans for the new structure in accordance with Caltrans Bridge Design Manuals, incorporating recommendations from the Structure Foundation Report, environmental documents, and permit requirements. Design will consider all temporary, permanent and transient loading conditions per the bridge design specifications and Caltrans Manuals, including loading during each stage of construction. A full set of detailed bridge plans will be prepared with consideration for constructability and public safety. The bridge design will include the multi-use trail as a raised sidewalk on the bridge and include a waterline inside the bridge to connect the two City systems.

The detailed bridge plans will be quality checked against the 65% roadway, drainage, hydraulic clearances, lighting, and utility plans to ensure compatibility with grading, utilities and conduits in the bridge and bridge lighting details.

Task 4.3 95% Feather River Bridge and Independent Check

An independent bridge design check will be performed by Dokken. The bridge independent check engineer will use the 65%, unchecked detail plan set as a basis for independent structural calculations. A complete structural analysis will be independently performed with no communication with the designer allowed until this task is complete. A thorough review of the details is performed for clarity, capacity, and constructability issues. When the independent check is complete, the checker and designer will compare their results and resolve any differences. The calculations will be corrected so that they agree substantially with each other. Agreement is then reached regarding corrections to the plans. After plan corrections, both the designer and checker will review the corrected details to ensure all concerns have been addressed.

Task 4.4 100% Feather River Bridge Design

After review comments are received from the 95% Bridge PS&E, Dokken will revise the plans and coordinate the necessary changes to the specifications and estimate. Written responses to the City and Caltrans comments will be prepared and provided with the 100% submittal.



Task 4.5 to 4.7 Second Street Overcrossing Design

Tasks 4.5 to 4.7 for the Second Street Overcrossing are identical in scope to Tasks 4.2 to 4.4 for the Feather River Bridge.

Task 4.8 Soundwall Design and Independent Check

This task includes design of a soundwall for the historic railroad depot currently in use as a family shelter sponsored by the Salvation Army. It is anticipated that the soundwall will be founded on a cast-in-drilled-hole concrete pile foundation. As with the bridge structures, the soundwall calculations and plans will be independently checked for accuracy and completeness.

Task 4.9 Retaining Wall Design and Independent Check

This task includes design of two retaining walls for the project: 1) one along eastbound Fifth Street immediately east of the UPR tracks and 2) along westbound Fifth Street between the UPR tracks and the top of the levy in Marysville. The purpose of the eastbound wall is to support the embankment for the playground at the top of the hill. Wall No. 2 is necessary to create a better ADA pathway from the UPR underpass to the top of levy. For this stretch of the trail, the ADA pathway and bike trail may be separated.

This task includes the design and independent check of the retaining walls using the process described in Tasks 4.2 to 4.4 above.

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| <p>Deliverables – Task 4</p> <ul style="list-style-type: none"> ▪ Bridge Aesthetics Package ▪ Structure plan sheets (35%, 65%, 95%, and 100%) ▪ Design calculations for each structure ▪ Independent design check calculations for each structure ▪ Response to Caltrans and City Comments for each submittal ▪ Structure construction working day schedule |
|--|

TASK 5 TRAFFIC SIGNAL AND LIGHTING DESIGN

Task 5.1 Traffic Signal Design (3 Locations)

Dokken will prepare traffic signal plans for the following intersections:

1) 5 th Street/J Street	Modify Traffic Signal	Marysville
2) Sutter Street/Westbound Ramps	New Traffic Signal & Service*	Yuba City
Bridge Street/Shasta Street	No Changes Expected	Yuba City
3) Bridge Street/2 nd Street	New Traffic Signal & Service*	Yuba City

*Dokken will coordinate with PG&E the location of two (2) new service points necessary for the new signalized intersections.

Dokken will obtain as-built plans, base maps, and field check existing field conditions and equipment including intersection lane geometrics. Potential conflicts between overhead/ underground utilities, drainage facilities, etc. and new signal equipment will be noted. Crosswalk striping and curb ramp design will be coordinated with traffic signal pole



and pushbutton locations to be ADA compliant. Prior to submitting the 65% traffic signal plans, Dokken will discuss and confirm with the Cities any specific traffic signal system and interconnect requirements. The new traffic signals in Yuba City will be interconnected to each other and to the existing traffic signal at Bridge Street and Shasta Street.

The 65% traffic signal plans will be prepared for all 3 intersections. The 65% plans will be submitted to the Cities for review and comment.

Dokken will prepare 95% and final traffic signal plans based on comments received from the Cities on the prior submittals. The 95% and final submittal will include a comment response matrix addressing any comment received. Additional details will be added to the 65% plans as the design moves forward.

Interconnect - Dokken will prepare draft plans, for traffic signal interconnect for the three signalized intersections on the Yuba City approach to the bridge. Because of the large distance between the signalized intersections in Yuba City and Marysville, no interconnect is anticipated across the bridge. The signal interconnect design plan in Yuba City will be placed on the street and bridge lighting sheets, as it will be performed by the same sub-contractor. Draft plans will be submitted to the Cities for review and comment. Dokken will prepare final PS&E based on comments received from the City.

Task 5.2 Bridge and Street Lighting Design

Dokken will prepare the street and bridge lighting plans for the project. Dokken will obtain as-built plans for existing lighting systems and field check existing conditions. Potential conflicts between overhead/underground utilities, drainage facilities, etc. and new equipment will be noted for the Utility Coordinator. Examples of enhanced aesthetic lighting will be prepared for City consideration.

Dokken will prepare 65% lighting plans for Fifth Street from Shasta Street to J. Street and Bridge Street from Boyd to Second Street. The lighting plans will tie into or match the existing street lighting on Bridge Street near Shasta Street.

Dokken will prepare 95% and 100% lighting plans incorporating comments received from the Cities. The plans will be coordinated with the structure, drainage and roadway plans for conduit, electrolier foundations, and pull box locations.

Architectural Lighting - Dokken will prepare accent lighting design for the bridge. This may be accents mounted in the barriers, on pilasters or in the deck to illuminate the columns below. Decisions on the final accent lighting will be made following input received at the bridge aesthetic workshops.

Spare Conduits – spare conduits and bridge openings will be installed and provided for in the bridge. At least 3 spare conduits of various sizes should be located in the bridge and at least 2 future utility openings should be planned within the bridge cells.

Task 5.3 Temporary Traffic Signal Design – Stage Construction (1 Location)

Dokken will prepare temporary traffic signal plans for the existing signalized intersection at Fifth Street and J. Street in Marysville. The temporary signal plans will be coordinated with the staging and traffic handling plans.



Deliverables – Task 5

- Traffic Signal and Interconnect Plans (65, 95 and 100%)
- Street and Bridge Lighting Plans (65, 95 and 100%)
- Temporary Signal Design (Stage Construction)
- Electrical Details Sheets (as necessary)

TASK 6 GEOTECHNICAL AND HAZARDOUS MATERIALS

Earth Mechanics, Inc. (EMI) provided geotechnical exploration and design for the Fifth Street Bridge and Second Street Overcrossing as part of the prior pre-design contract. The purpose of these services is to supplement the work performed by EMI to address the retaining walls and soundwall for the project. Since both of these walls are on UPR property, permission to perform the test borings will be coordinated through one authorization with the UPR being done for the sale of the UPR right of way to the City.

GEOCON will perform hazardous materials testing on the UPR structures, yellow striping, and parcels to be acquired. The GEOCON scope of work is not intended to cover the UPR railroad bed under study as part of the right of way sale by Geosyntech (under separate contract to the City). Geosyntech is studying re-use or disposal of the railroad bed material in the abandoned railroad embankments and coordinating approval with the State Department of Toxic Substance Control.

Task 6.1 Soundwall and Retaining Wall Borings and Laboratory Tests

Field Investigation. A field investigation program is proposed for the walls on the project. The purpose of the investigation is to acquire subsurface data for:

- Assessment of liquefaction potentials
- Evaluation of liquefaction induced settlement and lateral spreading
- Foundation designs for deep foundation
- Provision of subsurface information in the construction bid documents

The proposed field investigation program includes seven (7) new borings, with a maximum depth of 75 feet below existing grade for the retaining walls and 30 feet for the soundwall. The boring depth is based on anticipation that cast-in-drilled-hole piles can be used to support the soundwall and the retaining wall numbers 1 and 2.

Prior to beginning the field investigation, Dokken will coordinate with USA for utilities to be marked and secure boring permits from Yuba County and Sutter County. Dokken will also coordinate with the City (and Geosyntech) to secure approval from the UPR to perform borings on their right of way.

Geotechnical borings will be drilled with a truck-mounted or barge mounted drill rig equipped with a 5-inch diameter rotary wash drilling system.

The borings will be logged and sampled at intervals of about 5 feet. Typically, the California Ring and SPT samplers are used alternately. The samplers will be driven using an above-hole 140-pound (lb) automatic hammer, falling freely for 30 inches for a total penetration of 18 inches. Blow counts will be noted on the boring logs for the last 12 inches of penetration. The drive samplers are used to provide blow counts that will be used to estimate soil strength through correlations and to collect soil samples from discreet intervals for characterization and index testing. All samples will be retained and transported to the laboratory for testing.



Soil sampling procedures will generally follow American Society for Testing and Materials (ASTM) Standards. Representative disturbed samples will be obtained using an SPT sampler, and relatively undisturbed samples will be collected using a California Modified (ring) sampler or Pitcher Tube sampler. Bulk samples will also be taken in each of the borings. The ring samplers and Pitcher Tube samplers may be used to retain relatively undisturbed samples of fine-grained soil for laboratory testing.

A summary of the proposed field investigation program is outlined in the table below. The proposed boring locations are shown in Attachment A. It should be noted that the subsurface exploration is subject to change as changes in the field may be required due to existing site and soil conditions as well as accessibility and permitting constraints.

Summary of Proposed Subsurface Investigation
Soundwall, Roadway and Retaining Wall Borings

Boring	Location	Structure	Proposed Depth (ft.)	Type	Notes
R-14-01	East Portion	Soundwall	30		
R-14-02	West Portion	Soundwall	30		
R-14-03	East End	Ret. Wall No. 1	75		
R-14-04	West End	Ret. Wall No. 1	75		
R-14-05	Westbound Fifth	Ret. Wall No. 2	75		
R-14-06	West Approach	Roadway	10		
R-14-07	East Approach	Roadway	10		

Laboratory Testing. The following laboratory tests will be performed on selected soil samples:

- Unit weight and water content
- Atterberg test
- Grain size distribution
- Consolidation test
- Corrosity test
- Direct shear test
- Unconfined compression test

Following the field and lab testing, we will integrate the new geotechnical information with the existing soil data collected from the previous work into recommendations for the retaining walls and soundwall foundations. Log of test borings with incorporated laboratory data will also be generated to be included with Geotechnical Design Report and construction drawings.

Task 6.2 Geotechnical Design Report

A Geotechnical Design Report will be prepared to cover the roadway materials, excavations, soundwall foundations and retaining wall foundations. The report will include a general project description, copies of the Boring Logs, Boring Location Plan the results of the field and laboratory testing.

The report will provide:

- Summary of the existing facilities, pavement cores, and soils encountered in the borings
- Slope stability analyses and recommendations for all new slopes
- Recommendations for the reuse of excavated materials and swell and/or shrinkage factors to be applied



- Recommendations for utilities and buried metal conduits based on results of corrosion testing
- Recommendations for soil loads on standard plan and hydraulic structures

Within five weeks of completion of the field work and laboratory testing, ten (10) copies of a Draft Materials Report will be prepared and delivered to the City and Caltrans for review and comment. It is expected that the report will be reviewed by the Caltrans Geotechnical Lab at Headquarters.

Dokken will respond to comments from the design team, the City and Caltrans to prepare the final Geotechnical Design Report with necessary revisions.

Task 6.3 Phase II Hazardous Materials Studies (Hydrocarbons, PCB, Metals and Demo Issues)

GEOCON will perform the Phase II hazardous material tests recommended in the Initial Site Assessment and environmental documents. The focus of the study will include the following:

Bridge and Structure Studies – Geocon will perform asbestos and lead-paint structure surveys for the 4 bridges to be removed and the check cashing store to be demolished. The presence of universal waste (batteries, fluorescent light tubes, ballasts, mercury switches, and transformers) will be noted during the survey.

Former and Existing Gas Stations – Geocon will perform sub-surface investigation in areas where the project excavations will be deeper than 10 feet within known areas of contamination. The three (active or closed) service stations in the vicinity of the project are well documented sites with monitoring wells. Geocon will utilize geophysical survey and direct-push soil and groundwater sampling to determine the potential for undocumented UST's and any associated soil and groundwater impacts prior to parcel purchase.

Union Pacific Track Ballast and Subgrade – We understand tests of the existing ballast and subgrade are being performed by the City under separate contract. We request the results of these studies be made available to Dokken and Geocon for use in preparation of the plans, grading requirements and special provisions.

The outcome of these studies will be used to inform the contractor of the presence of any hazardous materials to be dealt with. This information will be added to the plans and special provisions as appropriate.

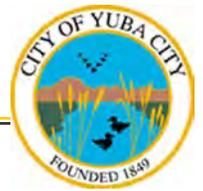
Deliverables – Task 6
<ul style="list-style-type: none">▪ 7 Test Borings▪ City and County Boring Permits▪ Laboratory Test Results▪ Log of Test Borings▪ Geotechnical Design Report – Walls▪ Phase II Hazardous Material Testing

TASK 7 PERMITTING AND AGREEMENTS

Dokken has estimated the approximate cost of permits for this project. A permitting fee allowance is included in this scope of work. The amount is listed in the separate cost proposal.

Task 7.1 401 Water Quality Certification

Dokken will prepare a Section 401 water quality certification application for filing with the Central Valley Regional Water Quality Control Board. The application will include the appropriate fee as determined by the CVRWQCB fee calculator; a



copy of the Corps PCN; the Streambed Alteration Agreement with CDFG, or a copy of the 1602 notification package; and evidence of CEQA compliance. Issuance of a Section 401 water quality certification (that may include waste discharge requirements) also generally constitutes compliance with the state Porter-Cologne Act. Dokken will coordinate directly with RWQCB staff to ensure the certification is obtained prior to construction bidding which will ensure all permit requirements are included in the special provisions.

Task 7.2 402 General Construction Permit

Dokken Engineering will coordinate with the City and the State Water Resources Control Board to prepare the Notice of Intent (NOI) as well as the Storm Water Pollution Prevention Plan (SWPPP) for the NPDES General Construction Permit. Preparation of the NOI will include calculating the total disturbed and percent impervious area of the project site, classifying the project based on risk level, preparing the required map attachments, and completing the NOI application. This permit application will include a fee paid to the State Water Resources Control Board.

Task 7.3 404 Fill Permit

Pre-Construction Notification (PCN) for Nationwide Permits 14 (Linear Transportation Crossings). Dokken will prepare a PCN for submittal to the Corps to request authorization for the project under nationwide permit 14. Nationwide permit 14 authorizes the discharge of dredged or fill material into waters of the United States for the purpose of construction, modification, or improvement of linear transportation crossings such as highways, provided the discharge does not cause the permanent loss of greater than 1/2-acre of U.S. waters. Nationwide permit 14 also authorizes the discharge of dredged or fill material into waters of the United States associated with temporary construction, access, and dewatering. This nationwide permit is subject to specific and general conditions that must be met for the project to qualify for authorization.

Dokken will prepare the PCN, which will include a project description, construction methodology, quantification of permanent and temporary impacts on waters of the United States, and information to demonstrate compliance with the specific and general conditions applicable to NWPs 14, including compliance with the federal Endangered Species Act (ESA), and with Section 106 of the National Historic Preservation Act (NHPA). The PCN package will include a detailed mitigation plan, revegetation plan, biological opinions in compliance with ESA Section 7 regulations, and the previously approved Cultural Resources Report in compliance with NHPA Section 106. The PCN will also include a copy of the delineation of waters of the United States. Dokken will coordinate directly with USACE staff to ensure the permit is obtained prior to construction bidding which will ensure all permit requirements are included in the special provisions.

Task 7.4 1602 Streambed Alteration Agreement

A streambed alteration agreement (SAA), in compliance with Section 1602 of the California Fish and Game Code, is required when a project will substantially divert, obstruct, or change the natural flow of a river, stream or lake; substantially change the bed, channel, or bank of a river, stream, or lake; or use material from a streambed. Dokken will prepare the required notification package for a SAA to be filed with CDFW. An application fee will be included in the package. The application package will describe, among other items, the project features; construction period; construction methods; impacts on vegetation, fish and wildlife; and the proposed mitigation and restoration plan described above. Detailed project plans and application fee based will accompany the notification package. As with the CVRWQCB Section 401 water quality certification, CDFW will require evidence of CEQA compliance prior to issuing a SAA for the project. Dokken will coordinate directly with CDFW staff to ensure the agreement is obtained prior to construction bidding which will ensure all permit requirements are included in the special provisions.

Task 7.5 2081 Incidental Take Permit for Fish (California Department of Fish and Wildlife)

The 5th Street Bridge Replacement Project has the potential to harm, harass or kill State listed special status fish species that spawn up the Feather River. As such, the California Department of Fish and Wildlife require a 2081 Incidental Take Permit for these impacts. Dokken Engineering will prepare a focused report on impacts to fish (similar to the Biological Assessment prepared for the National Marine Fisheries Service) and will submit that report along with a 2081 Incidental



Take Permit application. Dokken will coordinate directly with CDFW staff to ensure the ITP is obtained prior to construction bidding which will ensure all permit requirements are included in the special provisions.

Task 7.6 Public Utilities Commission GO 88-B

With the CEQA document approved, Dokken will prepare and submit a General Order 88-B application to the California Public Utilities Commission (PUC). The application is necessary for approval to alter an existing grade separation and it must be accompanied by a concurrence letter from the affected the railroad company. Dokken will provide all supplemental information necessary for the PUC to process the application.

Task 7.7 UPR Authorization for Borings

Dokken will coordinate with the City (and Geosyntech) to obtain authorization from UPR to obtain borings for the retaining wall and soundwall to be constructed on UPR right of way and right of way acquired from UPR.

Task 7.8 UPR Coordination and Concurrence

Dokken will coordinate with the public projects representative from Union Pacific Railroad to obtain a project concurrence letter and an agreement for construction in the railroad right of way. Dokken will meet with the UPR as needed and invite them to some of the project coordination meetings to enhance their familiarity with the project. Coordination with the UPR will include submittal of plans to them at the 65%, 90% and 100% completion.

It is anticipated that the following documents and agreements will be prepared and coordinated by Dokken:

- 1) Project concurrence letter for PUC application
- 2) Plat map and legal description of the updated street easement within the UPR right of way
- 3) Plat map and legal description of temporary construction easements on UPR right of way
- 4) UPR Coordination Exhibit showing all street modifications within the UPR right of way/easement
- 5) Public Road Crossing Agreement

Task 7.9 State Land Lease

Dokken will prepare an application to the State Lands Commission to update the State Land Lease for the relocated bridge crossing. The application includes a description of the project, description of the crossing, draft project plans, 11-page State Application form and an approximately \$3,200 filing fee. The State will prepare plat maps and legal descriptions of the new crossing for use in the new lease.

TASK 8 UTILITY COORDINATION

Task 8.1 Utility Conflict Letter "B"

Dokken will prepare "B" letters to affected utility owners (or Notice of Conflict Letters) for City review and approval prior to transmitting conflict and draft relocation plans to utility owners. The plans will show possible utility locations on the bridge cross sections. Two sets of draft plans will be provided to each utility owner as an attachment to the transmittal letter. The transmittal letter will clearly identify this project as a City Project. Dokken will send the plans of the 65% submittal showing the existing utility location information to the utility companies for their review and comment. This



will provide notice to the utility companies of the approved alignment and will facilitate continued coordination. All utilities in conflict with the approved alignment will be highlighted with possible options for relocation.

Task 8.2 Field Meetings with Utilities

Following return of the plans to Dokken, a meeting will be scheduled with the utility companies to discuss relocation or protection in place of the impacted utilities. Dokken will schedule site meetings with affected utility companies to resolve relocations and/or necessary protections during construction. It will further be clarified if relocations will be constructed by the project Contractor or by utility forces.

Task 8.3 Utility Potholing

Dokken will subcontract to perform “potholing” of utilities that may be in conflict with the proposed project improvements. The potholing effort will determine the depth and location of utilities that may be in conflict with bridge abutments, drainage facilities, or signal/electrical pole foundations. Up to 30 potholes will be performed.

Dokken will coordinate the necessary traffic control services to perform the potholes and survey the location, depth and size of the facility once its positive location has been established.

After the pothole is complete, Dokken will arrange for the streets to be patched at the pothole locations. Patches must comply with City requirements or be 24” x 24”.

Task 8.4 Utility Relocation Agreements

Dokken will coordinate utility relocation agreements for those utilities that are eligible for Federal reimbursement of relocation expenses due to the existence of prior legal rights governing their current location. If the utility is in public right of way via a Franchise Agreement with one of the Cities, a relocation agreement is not required.

Task 8.5 Design Waterline in Bridge

Dokken will design a waterline to connect the City of Marysville and City of Yuba City systems. The waterline will extend through the river bridge and tie into Yuba City system at the base of the levy near Sutter Street.

Task 8.6 Utility Relocation “Notice to Relocate” Letter “C”

Dokken will prepare letters to affected utility owners for City review and approval prior to transmitting final plans to utility owners. The letter will clearly identify this project as a City project. Two sets of final plans will be provided to each utility owner. The letter will indicate to the utility owners that these are final plans and an explanation of changes since the draft plans will be provided. A written confirmation of the utility relocations (or schedule to relocate) will be requested from the utility companies.

Task 8.7 Utility Certification for Federal Aid

Dokken will prepare the utility portion of the Caltrans Local Assistance Right of Way Certification. The utility certification will be coordinated with Caltrans until approval is obtained.

TASK 9 SPECIFICATIONS AND ESTIMATE

Project Specifications will be based upon the Caltrans 2010 Standard Specifications and Standard Special Provisions, and modified for the 2005 City of Yuba City Standard Specifications and Details.

Task 9.1 Bid Item List and 65% Estimate

A detailed bid item list will prepared to establish the list of pay items anticipated for the construction contract. The item list will be based upon items from the Caltrans 2010 Standard Specifications and Standard Special Provisions.



Dokken will update the 6-page Project Report estimate based on square footage cost factors for the bridge and roadway quantities. The estimate will consider unique construction costs such as the signals, staging, sidewalks, driveways, lighting, major grading. Also included will be an updated estimate of the right of way and utility relocation costs. Unit prices will be based upon the latest Caltrans Cost Data and experience with other recent similar sized projects.

Task 9.2 Draft Special Provisions (90%)

Dokken will prepare a full set of construction specifications for the project in Microsoft Word for the 90% submittal, gathering all necessary input from the subconsultants. The special provisions will encompass all aspects of the construction, including the implementation of the environmental mitigation measures and permit-related requirements.

The draft special provisions will be submitted with hidden text visible and changes tracked to highlight the editing performed by the design team. This editing format will comply with Caltrans procedures for editing special provisions. The draft special provisions will also be submitted in contract version for review.

Task 9.3 Draft City Bid Book for 2010 Standards

Dokken will prepare for the City (or modify if one exists) a “bid book” based on 2010 Standards. The bid book will include the notice to bidders, bid forms, bid bond requirements and sample contract. The bid book will be Book 1 of 3, with the Special Provisions being Book 2 of 3, and Revised Standard Specifications being Book 3 of 3.

Task 9.4 Draft Detailed Quantities and Estimate (90%)

Dokken will prepare a detailed quantity estimate from the 90% plans. Quantities will be calculated using the roadway design software and checked using hand calculations and the design plans. Quantity calculations and independent quantity check calculations will be prepared for all structures. Dokken will incorporate quantities from the subconsultants to comprise an updated project cost estimate with a 15% contingency.

Task 9.5 100% Special Provisions and Bid Book

Dokken will review the City comments on the draft specifications and meet with the City if necessary, to discuss any revisions. The draft specifications will be updated for the final construction documents. Dokken will ensure that the pay items described in the Project Specifications have been thoroughly checked against all call outs in the plans and that all items of work are fully described.

Task 9.6 100% Quantities & Estimate

Dokken will update the quantity estimate from the 90% submittal. Quantities will be updated for all items that are changed between the 90 and 100%. Earthwork quantities will be broken up by stage to allow the contractor to follow the flow of material on the project. The contingency will be reduced to 10% for the final plans. The project quantities will be prepared in a 3-ring binder organized by pay item for use by the Resident Engineer for construction.

Task 9.7 Final Engineer’s Estimate

Dokken will update the Engineer’s Estimate for the final bid plans and specifications.

Deliverables – Task 9
Updated 6-Page Estimate for 65%
Project Item List
Detailed Quantity Calculations (90%)
Draft Special Provisions
Draft Bid Book with Notice to Contractors
Response to City Comments



Final Quantities in 3-Ring Binder
90%, 100% and Final Engineer's Estimate
Final Bid Book & Special Provisions

TASK 10 LANDSCAPE AND PARK DESIGN

Task 10.1 Relocated Soccer Complex Access Road

Dokken will prepare design plans and quantities to relocate 800 feet of park access road that must be shifted to eliminate conflict with the proposed bridge location. The final location of the park access road will be partly under the new bridge. Therefore, a temporary access road will need to be designed, as listed in the task below. The relocation plans will address removals, grading revisions, drainage, the roadway section, signs and striping.

Task 10.2 Relocated Soccer Fields

Two soccer fields will need to be relocated/modified to accommodate construction of the bridge. A portion of the soccer complex work will be handled in a right of way agreement with the City of Marysville and a portion will be designed and performed as contract work. This work will be designed by Dokken and Orsee.

The design work will include the following:

- 1) Temporary relocation of the flood irrigation berm and putting it in the final location after construction
- 2) Restore portion of the fields with hydroseed where the bridge construction had temporarily removed the field (included in Task 10.6 below).
- 3) Temporary parking to replace parking areas lost due to construction and temporary access road identified in the task above.

The right of way agreement with the City of Marysville and thereby the Yuba-Sutter Soccer Association is expected to address the following:

- a) Impacts to rent or lease alternative fields
- b) Re-establishing temporary and permanent field lines

Task 10.3 Temporary Soccer Complex Access Road

Dokken will design temporary access road changes in the park so that a portion of the existing access road can be utilized for column construction, falsework and equipment staging.



Task 10.4 Blank

Task 10.5 Conceptual Landscape Plan

Orsee Design Associates Inc. (Orsee) (Orsee Task 1+2) will review design opportunities and a range of potential elements with Dokken and staff from Marysville and Yuba City.

A draft conceptual design plan will be prepared in black and white illustrating the roadway, sidewalks, and planting areas (Marysville and Yuba City spot areas). A cost estimate will be prepared for planning purposes only. After review by Dokken, and the Cities, the draft concept will be refined to illustrate the preferred improvements.

Orsee will summarize the use of any pre-manufactured items with City staff and prepare a memorandum outlining proposed on-site amenities including: irrigation connection points, irrigation equipment, electrical equipment, plant materials and related items. The memorandum will be used by Dokken to coordinate the service points for water and power and confirm proposed materials are acceptable.

This task includes sufficient meetings with the Cities and Dokken staff to complete a conceptual landscape plan. This plan will be included with Dokken’s 65% plan submittal.

Task 10.6 Draft Landscape, Irrigation, Revegetation and Erosion Control Design

Orsee (Orsee Task 3+4) will prepare the 65% landscape, irrigation, revegetation, and erosion control plans, item list and cost estimate. Specifications will be provided electronically in Microsoft Word Format based upon Caltrans 2010 Standard Specifications and Standard Special Provisions. Orsee will only provide the specifications to Dokken electronically one time. The work will be performed in accordance with the Caltrans Landscaping Manual, the 2010 Caltrans Standard Plans and Specifications and Yuba City Engineering Standards. 65% submittal plan files will be provided to Dokken in Microstation format, with layering per Caltrans Drafting Standards. Comments from the conceptual landscape plan review will be addressed with responses provided to Dokken.

The following items will be included in the 65%:

Erosion Control Plans	12 sheets	includes quantities, legend and erosion control type
Soccer Field Repair	0	to be shown on planting and irrigation sheets
Revegetation	0	to be shown on planting and irrigation sheets
Planting Plans	10 sheets	
Irrigation Plans	10 sheets	
Plant List	1 sheet	
Irrigation Legend	1 sheet	
Detail Sheets	2 sheets	
Total	36 sheets	

Soccer Field Repair – the turf of the soccer fields impacted by the construction of the bridge will be hydroseeded. Temporary irrigation will be specified to establish the new turf until the existing flood irrigation can be expected to sustain it. The hydroseed repair will be shown on the planting and irrigation sheets.

Revegetation – the riparian zone impacted by the bridge construction will be restored to a condition suitable to this area’s specific needs. Orsee will show the riparian revegetation on the planting and irrigation sheets. A temporary irrigation system will be developed for these areas which is to be abandoned after 1 to 3 years.



Task 10.7 Final Landscape, Irrigation, Revegetation and Erosion Control Design

Based upon comments received on the 65%, Orsee will prepare the 90% and 100% PS&E submittals. 100% plans will be delivered in wet signed hard copies and electronically to Dokken. Supplemental editing of the special provisions will be performed on hard copy for Dokken to incorporate into the master specification documents. All final drawings will be completed in Microstation and dgn files will be turned over at the end of the project.

TASK 11 ADVERTISING AND BID SUPPORT

Task 11.1 Resident Engineer's File

Dokken will prepare a Resident Engineer's File with all design information necessary for the construction management personnel. The file will contain the project quantities, estimate, notes about any unique issues the Resident Engineer should be aware of, bridge joint setting calculations, staking notes, 4-scales for setting bridge deck grades, foundation report for the bridges, and typical cross sections for the project. This information will be compiled in multiple 3-ring binders for easy reference.

Task 11.2 Construction Staking Notes

Dokken will prepare the construction staking notes for horizontal and vertical control, clearing limits, line and grade offsets, rough and finishing grades, slope stakes, drainage facilities, grade breaks, angle points, BB, EB, EC, BC, BVC, EVC, PVI transition points and roadway improvements at 25-foot maximum intervals.

Task 11.3 Contractor Working Day Schedule

Dokken will prepare a complete working day schedule for the project to establish a fair and reasonable number of working days for the contract documents. The working day schedule will be aligned with the proposed stage construction.

Task 11.4 Advertising Support

Dokken will provide assistance, as required, to the City during the bidding of the project. This work includes answering questions from prospective bidders and providing interpretation and clarification of the construction documents. Dokken will also attend a pre-bid meeting to answer Contractor questions during the bid phase.

Dokken will prepare any necessary Bid Addendums, including revised plan sheets, clarifications or additions to the specifications. Dokken will prepare the complete addendum for City approval and issue to the plan holder list.

END OF DESIGN SCOPE

CITY OF YUBA CITY
Fifth Street Bridge
EXHIBIT B1 - Amendment 2 - Design
COST PROPOSAL SUMMARY by TASK
April 28, 2014

TASK NAME	TOTAL COST
TASK 1 PROJECT MANAGEMENT	\$451,769.06
1.1 Project Management	\$106,831.91
1.2 Project Meetings	\$151,645.52
1.3 Public Meetings (2)	\$24,092.67
1.4 Quality Control / Quality Assurance	\$154,325.03
1.5 Funding Support	\$14,873.93
TASK 2 ROADWAY DESIGN	\$757,576.59
2.1 Grading Plans	\$44,290.49
2.2 Truck Turning Templates (Intersection Design)	\$12,409.47
2.3 65% Roadway Plans (Includes Trail Alignments)	\$221,156.01
2.4 Staging and Traffic Handling Plans	\$147,815.14
2.5 90% Roadway Plans (Layouts, Typicals, Signing, Striping, Con Details, Utilities)	\$159,004.01
2.6 100% Roadway Plans	\$113,056.99
2.6 100% Roadway Plans	\$57,101.02
2.8 Detailed Survey Locations	\$2,743.45
TASK 3 DRAINAGE AND HYDRAULICS	\$280,250.59
3.1 River Access Feasibility Report	\$6,858.63
3.2 Gilsizer Modification Plans	\$23,650.66
3.3 Bridge Design Hydraulic Report (Wreco)	\$36,779.23
3.4 65% Drainage Plans	\$73,759.36
3.5 Bridge Deck Drainage Reports	\$21,877.87
3.6 Central Valley Flood Protection Board Permit (Includes ACOE)	\$27,527.53
3.7 Levy District 1 Approval	\$18,339.67
3.8 Marysville Levy District Approval	\$4,894.04
3.9 90% Drainage Plans	\$34,072.29
3.10 100% Drainage Plans	\$32,491.32
3.11 Stormwater Pollution Prevention Plan (SWPPP)	
TASK 4 - STRUCTURE DESIGN	\$1,254,359.51
4.1 Bridge Aesthetic Package and Workshops (2)	\$60,448.96
4.2 65% Feather River Bridge Design & Details	\$410,041.57
4.3 95% Feather River Bridge & Independent Check	\$289,143.65
4.4 100% Feather River Bridge Design	\$107,389.90
4.5 65% Second Street OC Design & Details	\$138,166.56
4.6 95% Second Street OC and Independent Check	\$106,785.41
4.7 100% Second Street OC Design	\$49,533.27
4.8 Soundwall Design and Independent Check	\$38,236.87
4.9 Retaining Wall Design and Independent Check (2 walls)	\$54,613.31
TASK 5 - SIGNAL AND LIGHTING DESIGN	\$180,361.68
5.1 Traffic Signal Design (3 Locations)	\$54,174.47
5.2 Bridge and Street Lighting Design	\$107,904.30
5.3 Temporary Signal Design (1 Location)	\$18,282.90

CITY OF YUBA CITY
Fifth Street Bridge
EXHIBIT B1 - Amendment 2 - Design
COST PROPOSAL SUMMARY by TASK
April 28, 2014

TASK NAME	TOTAL COST
TASK 6 GEOTECHNICAL AND HAZARDOUS MATERIALS	\$102,675.21
6.1 Soundwall and Retaining Wall Borings & Lab Tests	\$35,368.79
6.2 Geotechnical Design Report	\$25,179.32
6.3 Phase 2 Hazardous Materials Studies	\$42,127.10
TASK 7 - PERMITTING AND AGREEMENTS	\$165,580.98
7.1 401 Water Quality Certification	\$35,821.35
7.2 402 General Construction Permit	\$11,256.78
7.3 404 Fill Permit	\$15,112.24
7.4 1602 Streambed Alteration Agreement	\$23,204.44
7.5 2081 Incidental Take Permit	\$13,258.08
7.6 Public Utilities Commission GO-88B	\$13,792.83
7.7 UPR Authorization for Soil Borings	\$8,869.72
7.8 UPR Coordination and Concurrence	\$30,079.57
7.9 State Land Lease	\$14,185.96
TASK 8 - UTILITY COORDINATION	\$198,226.49
8.1 Utility Conflict Letter "B"	\$25,481.56
8.2 Field Meetings with Utilities	\$23,923.84
8.3 Utility Potholing	\$63,925.17
8.4 Utility Relocation Agreements	\$17,379.08
8.5 Waterline in Bridge	\$27,236.91
8.6 Utility Notice to Relocate "C" Letters	\$21,133.89
8.7 Utility Certification for Federal Aid	\$19,146.05
TASK 9 - SPECIFICATIONS AND ESTIMATE	\$302,610.98
9.1 Bid Item List and 65% Estimate	\$39,338.32
9.2 Draft Special Provisions (90%)	\$54,136.69
9.3 Draft City Bid Book for 2010 Standards	\$9,578.84
9.4 90% Detailed Quantities and Estimate	\$101,937.87
9.5 100% Special Provisions & Bid Book	\$39,280.20
9.6 100% Quantities and Estimate	\$39,553.38
9.7 Final Engineer's Estimate	\$18,785.68
TASK 10 LANDSCAPE AND PARK DESIGN	\$183,605.73
10.1 Relocated Soccer Complex Access Road	\$19,680.79
10.2 Relocated Soccer Fields (Orsee & DE)	\$11,979.36
10.3 Temporary Soccer Complex Road	\$19,680.79
10.5 Conceptual Landscape Plan (Orsee)	\$30,010.29
10.6 Draft Landscape, Irrigation, Revegetation and Erosion Control Design (Orsee)	\$74,767.95
10.7 Final Landscape, Irrigation, Revegetation and Erosion Control Design (Orsee)	\$27,486.57
TASK 11 - ADVERTISING AND BID SUPPORT	\$55,694.68
11.1 Resident Engineer's File	\$16,646.71
11.2 Construction Staking Notes	\$13,484.77
11.3 Contractor Working Day Schedule	\$5,667.09
11.4 Advertising Support	\$19,896.11
TOTAL COST	\$3,932,711.50

EXHIBIT 10-H COST PROPOSAL
5th Street Bridge Project Study Report/Project Report Equivalent
AMENDMENT 2 - DESIGN
City of Yuba City

Contract No.:

CONSULTANT: Dokken Engineering

Date: April 28, 2014

<u>DIRECT LABOR</u>	<u>Classification</u>	<u>Name</u>	<u>Range</u>	<u>Hours</u>	<u>Initial Hourly Rate</u>	<u>Total</u>
	Project Manager	Matthew Griggs, PE	\$50.00 - \$75.00	1,462 @	\$ 72.00	\$ 105,264.00
	Principal in Charge	Richard Liptak, PE	\$75.00 - \$120.00	102 @	\$ 100.00	\$ 10,200.00
	Structures Project Engineer	Timothy Osterkamp, PE	\$50.00 - \$75.00	1,878 @	\$ 64.00	\$ 120,192.00
	Roadway Project Engineer	Nathan Donnelly, PE	\$35.00 - \$75.00	2,449 @	\$ 51.00	\$ 124,899.00
	Senior Engineer	Staff	\$50.00 - \$75.00	3,438 @	\$ 65.00	\$ 223,470.00
	Associate Engineer	Staff	\$32.00 - \$55.00	5,754 @	\$ 49.00	\$ 281,946.00
	Assistant Engineer	Staff	\$20.00 - \$35.00	5,318 @	\$ 32.50	\$ 172,835.00
	Land Surveyor	Terry Fletcher, LS	\$40.00 - \$60.00	116 @	\$ 48.00	\$ 5,568.00
	Senior Environmental Planner	Namat Hosseinion	\$50.00 - \$70.00	176 @	\$ 63.00	\$ 11,088.00
	Associate Environmental Planner	Staff	\$32.00 - \$50.00	384 @	\$ 42.00	\$ 16,128.00
	Environmental Planner/Biologist	Staff	\$17.00 - \$32.00	206 @	\$ 30.50	\$ 6,283.00
	Senior CAD Detailer	Staff	\$45.00 - \$55.00	2,414 @	\$ 50.50	\$ 121,907.00
	Engineering Technician	Staff	\$16.00 - \$30.00	2,658 @	\$ 22.00	\$ 58,476.00
	Administration/Clerical	Staff	\$15.00 - \$35.00	146 @	\$ 25.00	\$ 3,650.00
				26,501		
					Subtotal Direct Labor Costs	\$ 1,261,906.00
					Anticipated Salary Increases	\$ -
					Total Direct Labor Costs	\$ 1,261,906.00
					Rate	Total
	Fringe Benefit				66.92%	\$ 844,467.50
					Total Fringe Benefits	\$ 844,467.50
					Rate	Total
	Indirect Costs				92.16%	\$ 1,162,972.57
	General and Administrative Overhead				5.12%	\$ 64,609.59
					Total Indirect Costs	\$ 1,227,582.16
	FEE (Profit)	(10.00%)				Total Fee (Profit) \$ 333,395.57
	OTHER COSTS		<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
	• Room Rentals for Public Meetings		2	Rooms	\$ 500.00	\$ 1,000.00
	• Equipment Rental for Soundwall and Retaining Wall Borings		1	Equip Rental	\$ 20,000.00	\$ 20,000.00
	• Geotechnical Lab Tests		10	Lab Test	\$ 300.00	\$ 3,000.00
	• 401 Water Quality Certification Permit Fee "Large Project"		1	Permit Fee	\$ 20,000.00	\$ 20,000.00
	• 402 General Construction Permit Fee		1	Permit Fee	\$ 4,000.00	\$ 4,000.00
	• 1602 Streambed Alteration Agreement Fee		1	Permit Fee	\$ 5,000.00	\$ 5,000.00
	• Potholing with Traffic Control		30	EA	\$ 1,500.00	\$ 45,000.00
	• Union Pacific Agreement Fee		1	EA	\$ 1,500.00	\$ 1,500.00
	• State Land Lease Fee		1	Permit Fee	\$ 3,000.00	\$ 3,000.00
	• Outside Reproduction		10,000	11 X 17 sheets	\$ 0.10	\$ 1,000.00
					Total Other Costs	\$ 103,500.00
					TOTAL - Dokken Engineering	\$ 3,770,851.22
	SUBCONSULTANT COSTS					Total
	• Geocon					\$ 23,480.93
	• Orsee Design Associates *					\$ 91,525.69
	• Blank					\$ -
	• WRECO, Inc. *					\$ 46,853.67
	* DBE Firm DBE Participation: 3.5%					TOTAL - Subconsultants \$ 161,860.29
						TOTAL COST - NOT TO EXCEED \$ 3,932,711.50

EXHIBIT 10-H COST PROPOSAL
5th Street Bridge Project Study Report/Project Report Equivalent
AMENDMENT 2 - DESIGN
City of Yuba City

Contract No.:
CONSULTANT: GEOCON

Date: April 28, 2014

DIRECT LABOR	Initial Hourly			Rate	Total
<u>Classification</u>	<u>Name</u>	<u>Range</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Senior Engineer	John Juhrend	\$36 - \$72	20	\$ 60.00	\$ 1,200.00
Sr. Project Scientist/CAC	Chris Giuntoli	\$33- \$41	24	\$ 35.50	\$ 852.00
Project Engineer/Geologist	Staff	\$25 - \$33	42	\$ 30.00	\$ 1,260.00
Draftsman	Dirk Hansen	\$25 - \$38	11	\$ 37.50	\$ 412.50
Admin/Word Processing	Staff	\$17 - \$28	11	\$ 22.00	\$ 242.00
			108		
				Subtotal Direct Labor Costs	\$ 3,966.50
				Anticipated Salary Increases	\$ -
				Total Direct Labor Costs	\$ 3,966.50
				Rate	Total
Fringe Benefit				0.00%	\$ -
				Total Fringe Benefits	\$ -
				Rate	Total
Indirect Costs				177.00%	\$ 7,020.71
General and Administrative Overhead				0.00%	\$ -
				Total Indirect Costs	\$ 7,020.71
FEE (Profit) (10.00%)				Total Fee (Profit)	\$ 1,098.72
				Quantity	Unit
OTHER COSTS				Rate	Total
• Lab Analysis Fee - PLM	36	PLM test	\$ 10.00	\$ 360.00	
• Lab Analysis Fee - Point Count (400)	3	Tests	\$ 25.00	\$ 75.00	
• Lab Analysis Fee - Total Lead	8	Tests	\$ 20.00	\$ 160.00	
• Lab Analysis Fee - Soluble Lead-WET or TCLP	8	Tests	\$ 75.00	\$ 600.00	
• Laboratory - Phase II ESA	100	Tests	\$ 25.00	\$ 2,500.00	
• Geophysical/Utility Survey	1	EA	\$ 3,000.00	\$ 3,000.00	
• Direct-push Rig	2	EA	\$ 2,000.00	\$ 4,000.00	
• Equipment/Materials/Expenses	13	EA	\$ 25.00	\$ 325.00	
• Equipment (truck)	3	Days	\$ 125.00	\$ 375.00	
				Total Other Costs	\$ 11,395.00
				TOTAL COST - NOT TO EXCEED	\$ 23,480.93

EXHIBIT 10-H COST PROPOSAL

5th Street Bridge Project Study Report/Project Report Equivalent

AMENDMENT 2 - DESIGN

City of Yuba City

Contract No.:
CONSULTANT: ORSEE DESIGN ASSOCIATES

Date: April 28, 2014

DIRECT LABOR

<u>Classification</u>	<u>Name</u>	<u>Range</u>	<u>Hours</u>	<u>Initial Hourly</u>	<u>Total</u>
Principal Landscape Architect	Timothy Hiroaka		232	\$ 45.00	\$ 10,440.00
Landscape Architect	Staff		197	\$ 30.00	\$ 5,910.00
Technician	Staff		368	\$ 28.00	\$ 10,304.00
Admin/Clerical	Staff		26	\$ 17.00	\$ 442.00
			<u>823</u>		

Subtotal Direct Labor Costs \$ **27,096.00**
Anticipated Salary Increases \$ **-**

Total Direct Labor Costs \$ **27,096.00**

Fringe Benefit

<u>Rate</u>	<u>Total</u>
16.00%	\$ 4,335.36

Total Fringe Benefits \$ **4,335.36**

Indirect Costs

	<u>Rate</u>	<u>Total</u>
General and Administrative	51.00%	\$ 13,818.96
Overhead	131.00%	\$ 35,495.76

Total Indirect Costs \$ **49,314.72**

FEE (Profit) (10.00%)

Total Fee (Profit) \$ **8,074.61**

OTHER COSTS

	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
• Soil Testing	3	Test	\$ 100.00	\$ 300.00
• Graphics costs (allowance for concept)	1	EA	\$ 500.00	\$ 500.00
• Plotting 4 submittals	4	Submittal	\$ 250.00	\$ 1,000.00
• Mileage	1000	Mile	\$ 0.555	\$ 555.00
• Plotting (Mylar - Full Size)	1	EA	\$ 350.00	\$ 350.00

Total Other Costs \$ **2,705.00**

TOTAL COST - NOT TO EXCEED \$ **91,525.69**

* DBE Firm

EXHIBIT 10-H COST PROPOSAL
5th Street Bridge Project Study Report/Project Report Equivalent
AMENDMENT 2 - DESIGN

City of Yuba City

Contract No.:
CONSULTANT: WRECO

Date: April 28, 2014

<u>DIRECT LABOR</u>	<u>Classification</u>	<u>Name</u>	<u>Range</u>	<u>Hours</u>	<u>Initial</u>	<u>Total</u>
					<u>Hourly</u>	
	Principal Engineer	Han-Bin Liang		66	\$ 86.00	\$ 5,676.00
	Senior Engineer	Staff		38	\$ 65.21	\$ 2,477.98
	Associate Engineer	Staff		116	\$ 47.74	\$ 5,537.84
	Staff Engineer	Staff		102	\$ 39.79	\$ 4,058.58
	Technician	Staff		2	\$ 27.85	\$ 55.70
	Administrator/Clerical	Staff		4	\$ 29.84	\$ 119.36
				<u>328</u>		
					Subtotal Direct Labor Costs	\$ 17,925.46
					Anticipated Salary Increases	\$ -
					Total Direct Labor Costs	\$ 17,925.46
					Rate	Total
Fringe Benefit					0.00%	\$ -
					Total Fringe Benefits	\$ -
					Rate	Total
Indirect Costs					0.00%	\$ -
General and Administrative					128.49%	\$ 23,032.42
Overhead						
					Total Indirect Costs	\$ 23,032.42
FEE (Profit)	(10.00%)					Total Fee (Profit) \$ 4,095.79
OTHER COSTS				Quantity	Unit	Rate
• Travel & Per Diem				5	EA	\$ 80.00
• Office Misc. & Reproductions				28	EA	\$ 50.00
						Total Other Costs \$ 1,800.00
					TOTAL COST - NOT TO EXCEED	\$ 46,853.67

* DBE Firm

CITY OF YUBA CITY
STAFF REPORT

Date: August 19, 2014
To: Honorable Mayor and Members of the City Council
From: Administration
Presentation By: Steve Kroeger, City Manager

Summary

Subject: Fiscal Year 2014-2015 City Council Priorities and Goals Progress Report
Recommendation: Note & File the 2014-15 City Council Priority and Goals August Progress Report
Fiscal Impact: Informational item only

Purpose:

Provide information on the status of the adopted City Council Priorities and Goals for Fiscal Year 2014-2015.

Background:

The City Council's long standing priorities were reconfirmed and expanded at their Goal Setting workshop in March 2014:

- Public Safety (Police, Fire, Flood Control)
 - Provide Police Services to Annexed Areas of the City
- Develop our Economy
- Maintain and Improve our Infrastructure
- Develop Our Organization
 - Leadership Development
- Prepare for Growth
- Enhance Our Image/Reputation

Additionally, the Council was clear in their direction that they are equally supportive of ongoing City initiatives that are actively underway.

Analysis:

Using the FY 2014-15 Goals and Priority Report that was adopted by Council, Executive Staff developed a working document, establishing and mapping out the next steps and timelines to advance and meet the goals of the Council's priorities. Staff's working document is designed to be dynamic and is continually changing as projects progress.

The attached Progress Report lists the milestones and completed projects that are specifically addressed by Council. As projects are completed and milestones met, other identified projects will be added and updates provided to Council in a future progress report.

For the presentation to Council, Staff will be focusing on three initiatives:

1. Clean and Safe Program
2. Leadership Development
3. Enhancing Our Image/Reputation

Fiscal Impact:

Informational item only.

Recommendation:

Note & File the 2014-15 City Council Priority and Goals August Progress Report

Attachments:

- 2014-15 City Council Priority and Goals August Progress Report
- March 11, 2014 City Council Goal Setting Session Report

Prepared By:

Submitted By:

/s/ Terrel Locke

Terrel Locke
Assistant to the City Manager

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager



**Progress Report
2014-2015 City Council Goals & Priorities
August 19, 2014**

- **Public Safety: Police, Fire, Flood Control**
 - **Provide Police Services to Walton Area**
- **Develop Our Economy**
- **Maintain and Improve Our Infrastructure**
- **Develop Our Organization**
 - **Leadership Development**
- **Prepare for Growth**
- **Enhance Our Image/Reputation**

Public Safety: Police, Fire, Flood Control

Provide Police Services to Walton Area

Initiatives Progress Report

- Hire the staffing needed to support identified shortages of essential police personnel, with emphasis on Police Officers and Dispatchers
 - Through a testing process in March 2104, Recruits were identified and are being sponsored through the Police Academy. Estimated date of completion is 12/7/14, followed by a four month Field Training Program.
- Ensure Funding is Sufficient to continue the Gang Task Force and Net-5 Staffing levels
 - With the adoption of the FY 2014-2015 , the program is funded through 2014-2015
- Police Realignment Issues
 - Currently, approximately \$60,000 has been utilized to bring on a new K-9 Unit.
 - Approximately \$100,000 of 2014/2015 Realignment Funding will be considered by Council on August 19, 2014
- Maintaining the Same Level of Fire and Life Safety Services
 - Chief Daley provided information to the City Council at their meeting on March 11, 2013 regarding Fire Department Critical Staffing Levels
- Develop Long-term Vehicle Replacement and Large Ancillary Plans for Fire Services
 - 2013 Assistance to Firefighters Grant in the amount of \$20,425 for replacement of Helmets to Council on August 19, 2014

Develop Our Economy

Initiatives Progress Report

- Establish India Sister City Association
 - The City is continuing to work with the Department of State and India Embassy based in Washington DC to form a relationship with Ludhiana and Jalandhar, India
- Five-year Economic Development Work Plan
 - In April of this year, the City hired Chabin Concepts and appointed a 20 member stakeholder group made up of key business and community members to assist in the drafting of the City's new economic development plan. The group met three times in April and May and through those efforts the Economic Development Commission adopted and recommended approval of the attached Grow our Economic Work Plan and Implementation Plan for consideration by the Council on August 19th

Maintain and Improve Our Infrastructure

Initiatives Progress Report

- Remodel Fire Station 2 for ADA Improvements
 - Phase I construction of offsite improvements has begun and should be completed in the Fall.
- Develop a Plan to bring a Public Safety Training Center/EOC Facility to Yuba City
 - A committee consisting of Fire, Police & Public Works has been formed and is working on a conceptual Site Plan. The committee will do onsite evaluations of EOC facilities in Carlsbad and Reno and is looking for grants.
- Implement Police Department Capital Improvement Projects
 - Bids and quotes are being obtained for various items of work. Construction is estimated to be complete by June 2015
- Advance Fifth Street Bridge Replacement Project
 - Environmental Review and Final Design are currently in progress. Once this is complete, Right of Way Acquisition will begin. Construction is on-track for 2016-2018
- Prepare Water & Wastewater Rate Study
 - The award of the professional services contract will be brought to the City Council in September 2014. Two City Council Workshops will be scheduled in January and March 2015.
- Construct Low Lift Pump Station Security Improvements
 - A contract was awarded in April 2014. Construction anticipated to be completed in June 2015.
- Meet 2020 Target – Water Conservation Bill of 2009
 - Introduced the “Every Drop Counts” campaign on June 22, 2014
 - Council approved a water Conservation Rebate Program on Jul 15, 2014
 - Council approved implementation of the WaterSmart software program on July 15, 2014
- Evaluate Water Taste/Odor Control System
 - Initial Assessment by a contracted consultant performed in July
- Construct New Outfall Diffuser
 - A study to determine placement of the diffuser was completed.
 - Hiring a consultant to prepare, design obtain permits, prepare environmental documents will begin in early 2015

Develop our Organization

Leadership Development

Initiatives Progress Report

- Establish Cost Efficient Programs for Employee Professional Development
 - An in-house six month ICMA Effective Supervisory Practices training series that was headed by the City Manager was completed in June 2014. Twenty staff members participated, with representatives from every department.
 - Quarterly Management Leadership Training Session have been coordinated by Human Resources
 - The Mid-Manager group is currently developing New Leadership Development Training for employees looking to learn more about advancing their skills and learning about what is involved in becoming supervisors
- Develop an Action Plan to Attract Qualified Candidates (especially Police & Water/Wastewater)
 - After testing and evaluation, two new Police recruits have been sponsored to the Police Academy. The Academy will be complete in December 2014, and then there will be four months of field training.
- Develop a New Employee Orientation Program
 - A New Employee Orientation was held on May 8th and attended by employees who have been hired over the past three years. This event was very well received and appreciated by the attendees.

Prepare for Growth

Initiatives Progress Report

- Facilitate the processing of a new development project which includes the expansion of the City's Sphere of Influence south
 - A Public Outreach meeting was held on Monday August 11th. The purpose of the meeting was to invite all of the affected property owners within the subject boundary in order to gain some insight about the SOI expansion process and determine their level of interest in this effort. The focus of the meeting was intended to be solely on the SOI expansion process in this vicinity, and will include: the difference about SOI expansion and annexation; the process for both (in a simplified form); possible environmental challenges to future development (i.e. flood mapping, traffic, etc.); and, a brief mention of the proposed Newkom Ranch project.

Enhance Our Image/Reputation

Initiatives Progress Report on Milestones

- Reduce Vagrancy and Improve Opportunities for New Economic Development through Improved Safety and Blight Removal (*Clean & Safe Program*)
 - Contracted with a vendor to collect abandoned shopping carts and working with retailers with the use to financial incentives (fines) for retailers to accept responsibility for collecting their own carts.
 - Implemented an abandoned Shopping Cart Reporting function on the City's Mobil App
- Increase Focus of Law Enforcement of Plumas Street:
 - Coordinated efforts were initiated with the Downtown Business Association, Recology, Animal Control, Police Department and other City Departments to enforce current city codes to deter dumpster diving, illegal camping, loitering, etc.
- Adopt an Anti-panhandling Message & Ordinance
 - Council will be considering an anti-aggressive and unsafe panhandling ordinance at the August 19th council meeting.
- Adopt a No Camping on Private Property Ordinance
 - Staff will be introducing an Ordinance to the City Council in October 2014
- Enhance and Collaboration between K-12 Schools & EDC
 - A new Junior Achievement Program is actively being developed. An Advisory Committee has developed with over 20 participants with representatives from the City, the School District, and Community members.
- Actively utilize Code enforcement efforts to Abate Blighted and Unsafe Properties
 - Many new abatements are occurring as a result of new code enforcement officer. Monthly abatement reports are being prepared and distributed to Council to illustrate success.
- Coordinated Multi-Department effort to address Blighted Apartment Projects
 - Department representatives from Community Development, Fire, Police and Sutter County Health met in June to form a team with the purpose of pursuing action on several blighted apartment projects.



City Council Goal Setting Session March 11, 2014

- **Public Safety: Police, Fire, Flood Control**
 - **Provide Police Services to Walton Area**
- **Develop Our Economy**
- **Maintain and Improve Our Infrastructure**
- **Develop Our Organization**
 - **Leadership Development**
- **Prepare for Growth**
- **Enhance Our Image/Reputation**

Public Safety: Police, Fire, Flood Control

Provide Police Services to Walton Area

Successes

- Reduction in Part I Violent Crimes
- Reduction in Part I Crimes Overall
- Reduction in Gang Violence
- Addition of SUV's to Patrol Fleet
- Provided Adjustments to Staffing Issues
- Responded to 8,452 Emergency Response Calls (Up from 8,166 from 2012)
- Approved Purchase of Two Type 1 Fire Engines
- Hired Two New Fire Fighters
- Began Yuba Sutter Hazardous Materials Response Team
- Provided Fire and Life Safety Training to 5,055 Children
- Grants Received = \$674,869
- Levee Construction

Initiatives/Challenges

- Provide Police Services to Walton Area
- Patrol and Dispatch Staffing Shortages
- Gang Task Force and Net-5 Staffing / Funding
- Police Realignment Issues
- Loss of State Police Training Funds with Same Requirements
- Clean and Safe Yuba City (Private Property Camping, Sit and Lie, Aggressive Panhandling)
- Police Volunteer Expansion into New Areas
- Maintaining the Same Level of Fire and Life Safety Services
- Long-term Vehicle Replacement and Large Ancillary for Fire Services
 - Multi-purpose Unit for Air Light, Hazardous Materials, Rehab

Develop Our Economy

Successes

- Yuba-Sutter Chamber of Commerce Tourism Program
- Business Retention & Expansion:
 - Kingsbury
 - Sierra Central
 - Baked Industries
 - Biltek Profits

Initiatives/Challenges

- Reduce Vagrancy and Improve Opportunities for New Economic Development through Improved Safety and Blight Removal
- Garden Hwy Industrial Property/Extension of Lincoln, East of Garden Highway
- Highway Property of Commercial Development – Harter Specific Plan
- Establish India Sister City Association
- Five-year Economic Development Work Plan
- Develop Entrepreneur Incubation Resources
- Provide Direct Marketing to Ag Based Businesses

Maintain and Improve Our Infrastructure

Successes

- Butte House Road/Pease Road Class II Bike Lanes
- Western Parkway/SR 20 Intersection Improvements
- ADA Transition Plan Improvements Project
- Residential Resurfacing Project
- Striping Project 2013
- Fifth Street Bridge Funding – Obtained \$17.1M Gant from SACOG
- Other Grants Received = \$121,500
- Raw Water Intake & Low Lift Pump Station Improvements (Fish Screen)
- Water Intake Access Road
- Replacement of Membrane Filter Modules at WTP
- Computer Maintenance Management Software at WTP
- Discharge Permit
- Computer Maintenance Management Software at WWTF
- Purchased Solar System Project from SunEdison
- *No Odor or Fly Complaints in 2013*
- Laboratory Completed EPA-MUR Requirements
- Installed Variable Frequency Drive at Lift Station #10

Initiatives/Challenges

- Fire Station 2 – ADA Improvements/Remodel
- Fire Station 1 – 50 year old structure – long-term process for remodel or replacement
- Public Safety Training Center/EOC
- Police Department Capital Improvement Projects
- Fifth Street Bridge Replacement
- Water & Wastewater Rate Study
- Continuing Implementation of Bike Master Plan
- Pavement Management System
- Low Lift Pump Station Security Improvements
- Meet 2020 Target – Water Conservation Bill of 2009
- Water Taste/Odor Control System
- Water Backwash Recovery
- Aquifer Storage Recovery

- Replacement of Water Lines
- New Outfall Diffuser
- Digester Rehabilitation and New Cogeneration System
- Oxygen General Rehabilitation
- Septic/Grease Receiving Station
- Bar Screens
- Solids Dewatering Improvements
- Chlorine Contact Basing Rehabilitation
- Electrical/Instrumentation System Improvements
- Lift Station Assessment and Improvements
- Compliance with Discharge Permit – Advanced/Tertiary Treatment
- Grit Basin Improvements
- Additional (4th) Secondary Clarifier
- WWTF Odor Control System
- Funding – Balance Water and Wastewater Rates with Infrastructure and Debt Service Needs

Develop our Organization

Leadership Development

Successes

- Leadership Succession – Retirement of Assistant Chief Webster
 - Assistant Chief Garcia
 - Commander Eden
 - Lieutenant Lizardo
 - Sergeant Runyan
- James Rowan “Grow Your Fire Captains” Leadership Training
- Anthony Kastros Nationally Recognized Leadership Training
- Yuba Sutter Training Officers Association
- Hired 27 New Employees
- ICMA Leadership Training Program for 20 managers/supervisors
- Quarterly Management/Supervisor Training

Initiatives/Challenges

- Budget Imbalance Likely to Remain through FY 18
- Pension Expenses on the Rise
- Attracting Qualified Candidates (especially Police & Water/Wastewater)
- Reestablish New Employee Orientation

Prepare for Growth

Successes

- Purchase of homes on Bridge Street – for future widening of Bridge Street – SR/99 – 5th Street Bridge

Initiatives/Challenges

- Expand Yuba City SOI south – Newkom Ranch
- Bridge Street Corridor – SR/99 to 5th Street Bridge
- SR/99 Widening – 6 lanes from SR/20 to Bogue Road
- Lincoln Road Extension East of Garden Highway
- Third Local Bridge
- Installation of New Water Lines to Service Development
- Installation of New Sewer Lines to Service Development
- Address Drought:
 - Evaluation of Treated Effluent as a Water Source
 - Use of Recycled Water

Enhance Our Image/Reputation

Successes

- 10th Annual 4th of July Parade
- Purchased Fire Demo/Extinguisher
- Hired New Code Enforcement Officer
- Highway 20 Corridor Grant Received = \$100,000
- Beautification Projects
 - Geweke Landscaping
- Citywide Shopping Cart Round-up – collected 453 abandoned carts
- Adopted a No Camping Ordinance on Public Property
- Installed lights at the downtown Water Tower Park
- Parks & Recreation Grants Received = \$1,736,480
- Updated City's website
- Improved Citizen Communication Software & Mobile App
- Dynamic Yuba City Facebook Page
- Council Meeting Videos posted on YouTube
- Online Fillable Documents
- Electronic Bill Pay Options

Initiatives/Challenges

- Develop partnerships with other organizations such as the Downtown Business Association, Recology, Homeless Consortium, Sutter County to combat vagrancy issues
- Build Business/Police Academy Collaboration
- Focused Enforcement on Plumas Street:
 - Loitering
 - Shopping carts
 - Unlicensed dogs
 - Dumpster diving
 - Bikes and skateboards on sidewalks
- Establishment of New donation Parking Meter On-street

- Anti-panhandling Message & Ordinance
- Adoption of a No Camping on Private Property Ordinance
- Opening an Office for Police/Community Service Officer Presence Downtown
- Enhance and Collaboration between K-12 Schools & EDC
 - Junior Achievement
- Abatement of Blighted and Unsafe Properties
- Coordinated Multi-Department effort to address Blighted Apartment Projects
- New Ordinance for Cleaning up Recycling Centers and Graffiti
- Coordinated Sign Enforcement along Key Street Corridors

CITY OF YUBA CITY

City Council Reports

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

Adjournment