



**AGENDA**  
**NOVEMBER 18, 2014**  
**REGULAR MEETING**  
**CITY COUNCIL**  
**CITY OF YUBA CITY**

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

<b>MAYOR</b>	• Kash Gill
<b>VICE MAYOR</b>	• John Dukes
<b>COUNCILMEMBER</b>	• John Buckland
<b>COUNCILMEMBER</b>	• Tej Maan
<b>COUNCILMEMBER</b>	• Craig Starkey
<b>CITY MANAGER</b>	• Steven Kroeger
<b>CITY ATTORNEY</b>	• 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 (DRAFT)  
REGULAR MEETING OF THE CITY COUNCIL  
CITY OF YUBA CITY  
COUNCIL CHAMBERS  
NOVEMBER 18, 2014  
5:00 P.M. – CLOSED SESSION  
6:00 P.M. – REGULAR MEETING**

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's office at 1201 Civic Center Blvd., Yuba City, during normal business hours. Such documents are also available on the City of Yuba City's website at [www.yubacity.net](http://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 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](mailto:tlocke@yubacity.net) to allow for time for testimony.

- A. Confer with labor negotiator Steve Kroeger regarding negotiations with the following associations: Yuba City Firefighters Local 3793 Yuba City Fire Management, 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.     **Eagle Scout Trevor Martin Presentation**
2.     **Eagle Scout Brett Spiess Presentation**
3.     **Brandon Oakley Lifesaving Award**
4.     **Terry Kopp Retirement Proclamation**

## **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.

### **5. 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

### **6. 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

## **Ordinance**

### **7. General Plan Amendment for 346 Walton Avenue; Applicant: Paramjit Bains/Property Owner: Stellar Scripts Inc.**

Recommendation: Conduct a public hearing, and after consideration of the Mitigated Negative Declaration, concur with the Planning Commission's recommendations, which are to:

- a. Adopt the finding that following review and consideration of the Mitigated Negative Declaration and any comments received, there is no substantial evidence that the project will have a significant impact on the environment.
- b. Adopt the Mitigated Negative Declaration as contained in Exhibit A.
- c. Adopt the finding that General Plan Amendment GP 14-02 to change the General Plan designation from Medium Density Residential to Community Commercial on 1.65 acres is in the public interest.
- d. Adopt a resolution for General Plan Amendment GP 14-02 changing the land use designation from Medium Density Residential to Community Commercial on 1.65 acres, as shown on Exhibit B of the resolution.
- e. Adopt the following finding that Rezone RZ 14-01 is consistent with the Community Commercial land use designation as described in the Yuba City General Plan.
- f. Introduce an ordinance for approval of Rezoning RZ 14-01 for amendments to the Official Zoning Map to amend the Zoning classification from Two Family Residential (R-1) District to Community Commercial (CC) District on 1.65 acres as shown in Exhibit C, and waive the first reading.

### **8. Ordinance Prohibiting Camping on Private Property within City Limits of Yuba City**

Recommendation: Adopt an amended Ordinance to prohibit camping on private property in the City of Yuba City and waive the second reading

## **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.

### **9. Minutes of November 4, 2014**

Recommendation: Approve the City Council Meeting Minutes of November 4, 2014

### **10. Boundary Revision of Underground Utility District No. 12-1 on Second Street**

Recommendation: Adopt a resolution revising the boundary of Underground Utility District No. 12-1 on Second Street in accordance with the attached Underground Utility District 12-1 Boundary Map

### **11. Transportation Development Act (TDA) Claim for FY 2014-2015 of \$1,361,092**

Recommendation: Adopt a resolution authorizing submission of the City's FY 2014-2015 TDA claim to the Sacramento Area Council of Governments (SACOG)

### **12. Ordering Judicial Foreclosures of Two Parcels for Delinquent Special Assessments in Tierra Buena Water Assessment District 2003-1**

Recommendation: Adopt a resolution ordering judicial foreclosure of two parcels for delinquent special assessments in Tierra Buena Water Assessment District 2003-1

## **General Items**

### **13. Organizational changes and Compensation Adjustment within the Public Works, Finance and Human Resources Departments**

Recommendation: Adopt the following Resolutions:

- a) Authorize the Director of Finance to amend the salary schedule by doing the following:
  - Delete the Custodial Supervisor and add a Facilities Maintenance Supervisor position (with a title change from Facility Manager)
  - Reclassify Custodian Lead to Custodian II and create a flexibly staffed Custodian I/II classification
- b) Approve a 10% salary increase for the Wastewater Operator series effective with the first pay period following City Council approval
- c) Approve the combining of the Information Systems Technician I and II into a single, flexibly staffed Information Systems Technician I/II classification
- d) Approve one limited term Human Resources Technician I/II position through Fiscal Year 2014-2015

**14. Annual Report from the Downtown Yuba City Business Improvement District and Proposed Levy of Annual Assessment for 2015**

Recommendation: Approve the Annual Report as filed, adopt a Resolution of Intention to Levy and Collect 2015 Annual Assessments, and set a Public Hearing for December 16, 2014

**15. Amendment 5 – Dry Year Water Purchase Program Agreement with the California Department of Water Resources**

Recommendation: Adopt a resolution authorizing the Public Works Director to execute Amendment 5 to the Dry Year Water Purchase Program Agreement with the California Department of Water Resources for Water Supply from the Yuba County Water Agency

**16. Professional Service Agreements with Atkins and MBK Engineers for Urban Level of Flood Protection Determination**

Recommendation: a. Award a Professional Services Agreement to Atkins of Roseville, CA for Urban Level of Flood Protection Determination Services in the amount of \$147,261 plus \$15,000 contingency with the finding that is in the best interest of the City.  
b. Award a Professional Services Agreement to MBK Engineers of Sacramento, CA for Urban Level of Flood Protection Determination mapping services in the amount of \$79,740 plus \$10,000 contingency with the finding that is in the best interest of the City.  
c. Authorize the Finance Director to make a supplemental appropriation in the amount of \$300,000 from the Levee Impact Fee Account to Account No. 931204-65517 (Urban Level of Flood Protection).

**17. Request from Interwest Homes to be relieved of the requirement to prepare a Master Plan for the Tierra Buena Road area so that they can apply for the subdivision of their property along Tuly and Elmer Roads**

Recommendation: Staff recommends that the City Council authorize Interwest Homes to proceed with the subdivision of their property without the requirement for the preparation of a Master Plan.

**18. Continuation of reduced development impact fees for single-family residential development and consideration of reduced development impact fees for all other residential development types (i.e. duplex, multi-family, and mobile home)**

Recommendation: Adopt a Resolution that: 1) authorizes the extension of a temporary city-wide reduction of development impact fees for residential development projects beginning January 1, 2015; and, 2) authorizes the temporary city-wide reduction of development impact fees for “other” residential development projects (including: duplex; multi-family; and, mobile home) beginning January 1, 2015

**19. Status update for the City’s proposed “Highway 20 Better Street Design Guide” for the future enhancement of Highway 20 between Highway 99 and the eastern city limits**

Recommendation: Note and file report

**Business from the City Council**

**20. 2015 Agenda Calendar**

Recommendation: Discussion and Direction to Staff for the Option of Canceling Certain Regular Council Meetings and reserving the Second Tuesday of each Month in 2015 for any Scheduled Workshops

**21. City Council Reports**

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

**Adjournment**



*Awards* of the City Council

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*Eagle Scout Achievement*

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*Trevor Hyde Martin*

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# *Awards* of the City Council

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## *Eagle Scout Achievement*

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*Brett Spiess*

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*Awards* of the City Council

*Life Saving Award*

*Police Officer*

*Brandon Oakley*





# Proclamation

of the City Council

**Terry Kopp**

*In recognition of your retirement*  
**November 1985 – December 2014**

***Congratulations!***

***NOW, THEREFORE, BE IT RESOLVED***, that I, Kash Gill, Mayor of the City of Yuba City, and on behalf of the entire City Council, do hereby commend Terry's 29 years of outstanding service to the Development Services Department and sincerely urge all residents of the City of Yuba City to join me in recognizing Terry Kopp for her contributions to the Yuba City community.

*Done this 18<sup>th</sup> day of November 2014, at the City of Yuba City, County of Sutter, State of California.*

*Kash Gill, Mayor*

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](mailto: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.

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014

**To:** Honorable Mayor & Members of the City Council

**From:** Development Services Department

**Presentation By:** Aaron M. Busch, Community Development Director

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**Summary**

**Subject:** General Plan Amendment GP 14-02 and Rezone RZ 14-01 for 346 Walton Avenue; Applicant: Paramjit Bains/Property Owner: Stellar Scripts Inc.

**Recommendation:** Conduct a public hearing, and after consideration of the Mitigated Negative Declaration, concur with the Planning Commission's recommendations, which are to:

- a. Adopt the finding that following review and consideration of the Mitigated Negative Declaration and any comments received, there is no substantial evidence that the project will have a significant impact on the environment.
- b. Adopt the Mitigated Negative Declaration as contained in Exhibit A.
- c. Adopt the finding that General Plan Amendment GP 14-02 to change the General Plan designation from Medium Density Residential to Community Commercial on 1.65 acres is in the public interest.
- d. Adopt a resolution for General Plan Amendment GP 14-02 changing the land use designation from Medium Density Residential to Community Commercial on 1.65 acres, as shown on Exhibit B of the resolution.
- e. Adopt the following finding that Rezone RZ 14-01 is consistent with the Community Commercial land use designation as described in the Yuba City General Plan.
- f. Introduce an ordinance for approval of Rezoning RZ 14-01 for amendments to the Official Zoning Map to amend the Zoning classification from Two Family Residential (R-1) District to Community Commercial (CC) District on 1.65 acres as shown in Exhibit C, and waive the first reading.

**Fiscal Impact:** None. The costs for processing the applications are funded by the payment of the required entitlement fee, a flat rate fee that covers all staff costs.

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**Background:**

On April 17, 2007, the City Council approved a General Plan Amendment (File # GP 07-01) and Rezone (File # RZ 07-01) to change the designations on the property located at the northwest corner of Walton Avenue and Franklin Road from Medium Density Residential and R-3 to Community Commercial and C-2. The changes were so that the property owner could construct the new pharmacy building that was approved by the Planning Commission on June 27, 2012.

Now the owner of the pharmacy project and property desires to expand his commercial development project to the north by acquiring 1.65 acres of land currently designated for residential land uses. The proposed project is to change the General Plan designation for 1.65 acres located at 346 Walton Avenue from Medium Low Density Residential to Community Commercial and to change the Zoning classification from R-2, Two Family Residence District, to C-2, Community Commercial District. The applicant intends to connect these properties with his existing pharmacy building and then construct additional commercial and office buildings on the site at a future date. At this time, however, there is no application for a development plan or for building permits. The applicant has provided a conceptual site plan (see Attachment 2) for the future development of the subject property for purposes of demonstrating how the property could be designed if rezoned.

The Planning Commission held a public hearing on the proposed changes to the General Plan and Zoning designations on October 22, 2014. The Planning Commission supported the requested amendments and recommended that the City Council adopt the recommended findings, adopt the Mitigated Negative Declaration, and approve the requested General Plan Amendment and Rezoning applications. A Copy of the Planning Commission staff report is included as Attachments 2.

**Analysis:**

Once the General Plan designation and zoning are changed, the owner of the property may pursue the construction of new commercial and office buildings. Please note that while the conceptual site plan does demonstrate how the property can be potentially developed, the final plans will be required to be processed at a later date through the appropriate review process. At that time, staff will evaluate the project to ensure it complies with all applicable development and design standards.

As shown on Attachments 2 and 3, the proposed changes are compatible with the existing uses and zoning districts located in the vicinity of the project. The applicant is requesting the change in land use because the Community Commercial General Plan designation is necessary to accommodate the proposed commercial and office development planned for the site. There are no General Plan policies with which GP 14-02 and RZ 14-01 conflict. As such, the proposed General Plan amendment and rezone are consistent with the General Plan.

Staff prepared a Mitigated Negative Declaration for Council adoption. The environmental review identified no potential adverse impacts associated with the General Plan amendment or rezone. The Mitigated Negative Declaration is available for public review at the City Clerk's office, the City Manager's office, and the Community Development Department.

**Fiscal Impact:**

None. The costs for processing the application are funded by the payment of the required entitlement fee which is a flat fee that covers all staff costs.

**Alternatives:**

Deny the application or modify the application as deemed appropriate.

**Recommendation:**

Adopt the finding that following review and consideration of the Mitigated Negative Declaration and any comments received, there is no substantial evidence that the project will have a significant impact on the environment.

- a. Adopt the Mitigated Negative Declaration as contained in Exhibit A.
- b. Adopt the finding that General Plan Amendment GP 14-02 to change the General Plan designation from Medium Density Residential to Community Commercial on 1.65 acres is in the public interest.
- c. Adopt a resolution for General Plan Amendment GP 14-02 changing the land use designation from Medium Density Residential to Community Commercial on 1.65 acres, as shown on Exhibit B of the resolution.
- d. Adopt the following finding that Rezone RZ 14-01 is consistent with the Community Commercial land use designation as described in the Yuba City General Plan.
- e. Introduce an ordinance for approval of Rezoning RZ 14-01 for amendments to the Official Zoning Map to amend the Zoning classification from Two Family Residential (R-1) District to Community Commercial (CC) District on 1.65 acres as shown in Exhibit C, and waive the first reading.

**Prepared By:**

*/s/ Aaron Busch*

Aaron M. Busch  
Community Development Director

**Submitted By:**

*/s/ Steve Kroeger*

Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance

RB

City Attorney

TH

**Attachments:**

- 1. Planning Commission staff report (with attachments)

**Exhibits:**

- A. Mitigated Negative Declaration
- B. Resolution for GP 14-02
- C. Ordinance for RZ 14-01



City of Yuba City  
Planning Division Staff Report  
Planning Commission Meeting

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October 22, 2014

Prepared By: Aaron M. Busch, CD Director

**PUBLIC HEARING: GENERAL PLAN AMENDMENT GP 14-02 RE-DESIGNATING THREE PARCELS FROM MEDIUM DENSITY RESIDENTIAL TO COMMUNITY COMMERCIAL; AND REZONE RZ 14-01 TO CHANGE THE ZONING FROM R-2, TWO-FAMILY RESIDENCE DISTRICT TO C-2, COMMUNITY COMMERCIAL DISTRICT; LOCATION: 346 WALTON AVENUE; ASSESSOR'S PARCEL NUMBER: 58-020-004, 005, 009; APPLICANT: PARAMJIT BAINS/PROPERTY OWNER: STELLAR SCRIPTS INC.**

**Project Description:**

The proposed project is to change the General Plan designation for 1.65 acres located at 346 Walton Avenue from Medium Low Density Residential to Community Commercial and to change the Zoning classification from R-2, Two-Family Residence District, to C-2, Community Commercial District. The applicant intends to connect these properties with his existing pharmacy building located at the corner of Walton Avenue and Franklin Road and then construct additional commercial and office buildings on the site at a future date. At this time, however, there is no application for a development plan or for building permits. The applicant has provided a conceptual site plan (see Attachment 2) for the future development of the subject property for purposes of demonstrating how the property could be designed if rezoned.

**Property Description:**

The vacant parcels are located approximately 230 feet north of the northwest corner of Franklin Road and Walton Avenue.

**General Plan Designation:**

Medium Low Density Residential

**Zoning Classification:**

R-2, Two-Family Residence District

**Surrounding Land Use:**

The properties to the north and west have General Plan designations of Medium Low Density Residential and Zoning designations of R-2, Two-Family Residence District. The properties to the east and south have General Plan designations of Community Commercial and zoning designations of C-3, General Commercial, and C-2, Community Commercial, respectively. The

land to the north and west is used for single family homes, vacant R-2 parcels, and the Mobile Ranch Mobile Home Park. To the south of the site is the applicant's recently constructed pharmacy building and partially developed single family residential tract. Further south is Franklin Road and vacant commercial land located across the street. To the east, across Walton Avenue is vacant residential land and a gas station with convenience store at the northeast corner of the Franklin Road/Walton Avenue intersection.

**Previous Actions and/or Policies:**

**GP 07-01 and RZ 07-01:** These applications to amend the land use designation and zoning classification from Medium Density Residential and R-3 to Community Commercial and C-2, were approved by the Planning Commission on March 7, 2007 and by the City Council on April 3, and April 17, 2007.

**UP 07-10:** Application for a Use Permit to allow for a drive-thru facility for a proposed 8,300 square foot coffee house was denied by the Planning Commission at their December 19, 2007 meeting. The Commission cited that the proposed building size and location, as well as the overall circulation plan were too intense for the subject property.

**UP 12-04:** Application for a Use Permit to allow a drive-thru pharmacy facility on a proposed 3,500 square foot building was approved by the Planning Commission at their June 27, 2012 meeting.

**Environmental:**

A Negative Declaration (Exhibit A) was prepared for the project and is attached for Planning Commission review and consideration. No adverse impacts were identified. The Commission should review the environmental document, and, if it determines that the document adequately meets the requirements of CEQA, recommend that the City Council adopt the Negative Declaration. The Negative Declaration assumes the future redevelopment of the property utilizing the conceptual site plan prepared by the applicant (Attachment 2) which includes two commercial buildings and related site improvements.

**Staff Comments:**

Provided below is an evaluation of the findings required to approve both applications. The required findings are italicized in bold font.

**General Plan Amendment GP 14-02:**

General Plan Amendment GP 14-02 is to change the General Plan designation from Medium Low Density Residential to Community Commercial on 1.65 acres as shown on Exhibit B. The applicant is requesting the change because the Community Commercial General Plan designation is necessary to accommodate the future expansion of the commercial shopping center that exists on the adjoining property to the south.

Section 8-8 of the Yuba City Municipal Code specifies that a member of the public may initiate a General Plan amendment. The Municipal Code requires the Planning Commission to forward its recommendation and findings to the City Council for action. The Municipal Code does not contain any required findings for the amendment of a General Plan. However, Section 65358 of the California Government Code states that a City may amend its General Plan if it deems the amendment to be in the public interest. In the case of General Plan amendment GP 14-02, staff reasons that the proposal is in the public interest because the land use change will provide additional opportunities for the development of new commercial services that are needed within the community. Therefore, staff recommends that the Planning Commission make the following finding:

**General Plan Amendment GP 14-02 to change the General Plan land use designation from Medium Low Density Residential to Community Commercial is in the public interest.**

Rezone RZ 14-01:

Rezone RZ 14-01 is to change the Zoning classification from Two Family Residential District to Community Commercial (C-2) District on 1.65 acres as shown on Exhibit C. The applicant is requesting the change because the current zoning classifications do not accommodate the planned future expansion of the commercial shopping center.

As noted in the Initial Study/Negative Declaration, the Engineering Division and Caltrans reviewed the proposed General Plan Amendment and Rezone requests. The traffic generation as a result of the change in General Plan and Zoning designations is not anticipated to be greater than that which would have existed with multi-family development on the project site. The existing street improvements in the vicinity of the project area have sufficient capacity to handle the anticipated traffic generated by this project. When an application for a development project is submitted, the Engineering Division will require the property owner to dedicate any necessary right-of-way and construct any needed street improvements in accordance with City Standards.

Section 8-5.7202 of the Yuba City Municipal Code states that amendments to the Zoning Code may be initiated by one or more owners of the property affected by the amendment and requires the Planning Commission to make a finding that the Zoning Code amendment is consistent with the General Plan prior to forwarding the proposal to the City Council for action. In the case of Rezone RZ 14-01, if the Planning Commission and the Council find that the General Plan amendment is in the public interest and approve GP 14-02, the proposed zoning of C-2 will be consistent with the new General Plan designation of Community Commercial. Staff recommends that the Planning Commission make the following finding:

**Rezone RZ 14-01 is consistent with the Community Commercial land use designations as described in the Yuba City General Plan.**

**Recommended Action:**

The Planning Division recommends that the Planning Commission take the following actions:

- A. Recommend that City Council adopt the following findings:
1. Following review and consideration of the attached Negative Declaration and any comments received, find there is no substantial evidence that the project will have a significant impact on the environment.
  2. The proposed project is to change the General Plan designation from Medium Low Density Residential to Community Commercial and to change the Zoning classification from R-2, Two-Family Residence District, to C-2, Community Commercial District on Assessor's Parcel Numbers 58-020-004, 005, 009.
  3. The 1.65-acre parcels being re-designated is of adequate size to accommodate commercial uses in the Community Commercial land use designation.
  4. Approval of the General Plan amendment and Rezone for Assessor's Parcel Numbers 58-020-004, 005, 009 will not be detrimental to the health, safety, peace, comfort and general welfare of persons residing or working in the vicinity of the property or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.
- B. Recommend that the City Council adopt the Mitigated Negative Declaration (Exhibit A).
- C. Recommend that the City Council adopt the finding that General Plan Amendment GP 14-02 to change the General Plan designation from Medium Low Density Residential to Community Commercial on Assessor's Parcel Numbers 58-020-004, 005, 009 totaling 1.65 acres is in the public interest.
- D. Recommend that the City Council approve General Plan Amendment GP 14-02 to change the General Plan designation from Medium Low Density Residential to Community Commercial as shown in Exhibit B.
- E. Recommend that the City Council adopt the finding that Rezone RZ 14-01 is consistent with the Community Commercial land use designation as described in the Yuba City General Plan.
- F. Recommend that the City Council approve Rezone RZ 14-01 to change the Zoning classification from Two-Family Residential (R-2) District to Community Commercial C-2) District on Assessor's Parcel Numbers 58-020-004, 005, 009 totaling 1.65 acres as shown in Exhibit C.

**Attachments:**

1. Aerial Photo
2. Conceptual Site Plan for future development

**Exhibits:**

- A. Negative Declaration
- B. Proposed General Plan Map
- C. Proposed Zoning Map



City of Yuba City  
Community Development Department  
Planning Division

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1201 Civic Center Blvd. Yuba City, CA 95993 Phone (530) 822-4700

**EA 14-07**  
**Initial Study and Negative Declaration for**

**General Plan Amendment GP 14-02**  
**and**  
**Rezone RZ 14-01**

Prepared for:

Yuba City City Council  
1201 Civic Center Blvd.  
Yuba City, CA 95993

Prepared By:

City of Yuba City  
Community Development Department  
Planning Division  
1201 Civic Center Blvd.  
Yuba City, CA 95993

October 1, 2014



City of Yuba City  
Community Development Department  
Planning Division

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1201 Civic Center Blvd. Yuba City, CA 95993 Phone (530) 822-4700

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## Introduction

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This Initial Study has been prepared to identify and assess any anticipated environmental impacts resulting from the proposed General Plan amendment from Medium Density Residential to Community Commercial and the proposed rezone from R-3 (multiple-family residence) to C-2 (community commercial) at 1619 Franklin Road.

This document has been prepared to satisfy the California Environmental Quality Act (CEQA) (Pub. Res. Code, Section 21000 *et seq.*) and the State CEQA Guidelines (Title 14 CCR §15000 *et seq.*). CEQA requires that all state and local government agencies consider the environmental consequences of projects over which they have discretionary authority before acting on those projects.

The initial study is a public document used by the decision-making lead agency to determine whether a project may have a significant effect on the environment. If the lead agency finds substantial evidence that any aspect of the project, either individually or cumulatively, may have a significant effect on the environment, regardless of whether the overall effect of the project is adverse or beneficial, the lead agency is required to use a previously prepared EIR and supplement that EIR, or prepare a subsequent EIR to analyze at hand. If the agency finds no substantial evidence that the project or any of its aspects may cause a significant effect on the environment, a negative declaration shall be prepared. If in the course of the analysis, it is recognized that the project may have a significant impact on the environment, but that, with specific recommended mitigation measures, these impacts shall be reduced to less than significant, a mitigated negative declaration shall be prepared.

In reviewing the site specific information provided for the above referenced project, the Yuba City Planning Division has analyzed the potential environmental impacts created by this project and a **negative declaration** has been prepared.



City of Yuba City  
Community Development Department  
Planning Division

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1201 Civic Center Blvd. Yuba City, CA 95993 Phone (530) 822-4700

## Notice of Declaration

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**1. PROJECT TITLE:**

GP 14-02 and RZ 14-01

**2. LEAD AGENCY CONTACT PERSON:**

Aaron Busch, Community Development Director

**3. PROJECT LOCATION:**

346 Walton Avenue  
Yuba City, CA 95993

**4. ASSESSORS PARCEL NUMBERS:**

58-020-004, 005, 009

**5. PROJECT APPLICANT:**

Parmjit Bains  
1619 Franklin Road  
Yuba City, CA 95993

**6. PROPERTY OWNER:**

Stellar Scripts Inc  
1619 Franklin Road  
Yuba City, CA 95993

**7. GENERAL PLAN DESIGNATION:**

Low/Medium Density Residential

**8. ZONING DESIGNATION:**

R-2 (Two-Family Residence) District

**9. PROJECT DESCRIPTION:**

The proposed project is to amend the General Plan and zoning designations on parcels 58-020-004, 005, 009 at 346 Walton Avenue. The applicant requests that the General Plan designation be changed from Low/Medium Density Residential to Community Commercial and that the zoning designation be changed from R-2 (Two-family Residence district) to C-2 (Community Commercial district). At this time, no building plans have been submitted but the applicant has provided a conceptual site plan for the future development of the subject properties.

**10. SURROUNDING LAND USES:**

North: Single-family homes on R-2 parcels

East: Walton Avenue, gas station

South: Existing commercial pharmacy building

West: Single-family home, vacant R-2 parcels, church, small-lot single-family



City of Yuba City  
Community Development Department  
Planning Division

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1201 Civic Center Blvd. Yuba City, CA 95993 Phone (530) 822-4700

## Environmental Factors Potentially Affected

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The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Potentially Significant Impact” as indicated by the checklist on the following pages.

Aesthetics	Agricultural Resources	Air Quality
Biological Resources	Cultural Resources	Geology/Soils
Hazards & Hazardous Materials	Hydrology/Water Quality	Land Use/Planning
Mineral Resources	Noise	Population/Housing
Public Services	Recreation	Transportation/Traffic
Utilities/Service Systems	Mandatory Findings of Significance	



City of Yuba City  
Community Development Department  
Planning Division

1201 Civic Center Blvd. Yuba City, CA 95993 Phone (530) 822-4700

## Determination

On the basis of this initial evaluation:

- ✓ I find that the proposed project Could Not have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the project, nothing further is required.

Written comments shall be submitted no later than 20 days from posting date. Appeal of this determination must be made during the posting period.

Submit comments to:

Community Development Department  
Planning Division  
1201 Civic Center Blvd.  
Yuba City, CA 95993

Initial Study Prepared by:

\_\_\_\_\_  
Aaron Busch, Community  
Development Director  
Yuba City Planning Division

The public hearing for this item is scheduled for October 22, 2014, at 6:30 P.M. before the Planning Commission and will be held in the City Council Chambers located at 1201 Civic Center Blvd., Yuba City, California.

## **Evaluation of Environmental Impacts:**

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analysis,” as described in (5) below, may be cross referenced).
- 5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they addressed site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

**Environmental Impacts and Discussion:**

The following section presents the initial study checklist recommended by the California Environmental Quality Act (CEQA) to determine potential impacts of a project. Explanations of all answers are provided following each question, and mitigation is recommended when necessary.

**I. AESTHETICS**

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>a)</b> Have a substantial adverse effect on a scenic vista?				<b>X</b>
<b>b)</b> Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				<b>X</b>
<b>c)</b> Substantially degrade the existing visual character or quality of the site and its surroundings?				<b>X</b>
<b>d)</b> Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?				<b>X</b>

**Response to Questions:**

- a) There are no officially designated scenic vistas in Yuba City; the project would therefore have no adverse effect on a scenic vista.
- b) There are no officially designated or eligible scenic highways in Yuba City.
- c) The proposed project will be located on a site that is surrounded by development. The project will not degrade the existing visual character or quality of the site or its surroundings. Any new structures will be required to comply with the Yuba City Zoning Regulations and Design Guidelines.
- d) The proposed General Plan amendment and rezone will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. Any new structures will be required to comply with the Yuba City Zoning Regulations and Design Guidelines.

## **II. AGRICULTURAL RESOURCES**

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>a)</b> Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				<b>X</b>
<b>b)</b> Conflict with existing zoning for agricultural use or a Williamson Act contract?				<b>X</b>
<b>c)</b> Involve other changes in the existing environment, which due to their location or nature, could result in conversion of Farmland to non-agricultural use?				<b>X</b>

### **Response to Questions:**

- a-c) The property is partially developed with two structures and has a General Plan Designation of Low/Medium Density Residential. The project is not located on agricultural land nor is it under a Williamson Act contract.

### III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project?	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standards or contribute substantially to an existing or projected air quality violation?				X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				X
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?				X

#### Response to Questions:

a-c) The State of California and the federal government have established ambient air quality standards for numerous pollutants, which are referred to as Criteria Pollutants. These standards are categorized as primary standards, designed to safeguard public health, or as secondary standards, intended to protect crops and to mitigate such effects as visibility reduction, soiling, nuisance, and other forms of damage. Air quality is also regulated through emissions limits for individual sources of criteria pollutants, i.e., ozone (O<sub>3</sub>), carbon monoxide (CO), nitrogen dioxide (NO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), suspended particulate matter (PM-10 and PM-2.5), and lead (Pb).

Pursuant to the California Clean Air Act of 1998, California has adopted air quality standards for the criteria air pollutants that are generally more stringent than the federal standards, particularly for ozone and PM-10 (particulate matter, less than 10 microns in diameter). Also, the State has adopted ambient air quality standards for some pollutants for which there are no corresponding national standards.

- Under the California Clean Air Act and amendments to the Federal Clean Air Act, the United States Environmental Protection Agency (EPA) and the State Air Resources Board are required to classify Air Basins, or portions thereof, as either “attainment” or “non-attainment” for each criteria air pollutant, based on whether or not the national and state standards have been met. Yuba City is located in the Northern Sacramento Valley Air Basin (NSVAB). The NSVAB consists of the northern half of the Central Valley. Air quality monitoring has been conducted in

the NSVAB for the last fifteen years and the monitoring results have shown that the principal pollutants of the NSVAB, including Yuba City, are ozone and particulate matter. The Feather River Air Quality Management District (FRAQMD) was created in 1991 to administer local, state, and federal air quality management programs for Yuba and Sutter Counties. FRAQMD reviewed the project and had no comments.

- d) General Plan Implementing Policy 8.6-I-6 requires that applicants whose development would result in construction-related fugitive dust or exhaust emissions to control emissions in a number of ways, including regularly watering the construction site, suspending earth-moving activities when winds exceed 20 miles per hour, and maintaining construction equipment in good working order. Any construction project would be required to comply with the above measures.
- e) The project is not anticipated to create objectionable odors.

**IV. BIOLOGICAL RESOURCES**

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>a)</b> Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				<b>X</b>
<b>b)</b> Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				<b>X</b>
<b>c)</b> Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				<b>X</b>
<b>d)</b> Interfere substantially with the movement of any native resident or migratory fish or wildlife corridors, or impede the use of native wildlife nursery sites?				<b>X</b>
<b>e)</b> Conflict with any local policies or ordinances protecting biological resources?				<b>X</b>
<b>f)</b> Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				<b>X</b>

**Response to Questions:**

- a) There have been no special status species identified on the site or within the vicinity of the project site (including routes for proposed utility line installations in public roadway rights-of-way). According to the Yuba City General Plan EIR, the only designated special status vegetation species within Yuba City and its Sphere of Influence is the Hartweg’s Golden Sunburst, a flowering plant that occurs primarily in the non-native grasslands and is threatened mostly by the conversion of habitat to urban uses. The habitat area for this particular species occurs at the extreme eastern boundary of the City’s Planning Area at the confluence of the Feather and Yuba Rivers. This property does not fall within this area, and no adverse impacts to special status species will occur.
- b) As identified in the Yuba City General Plan EIR, there are no riparian habitats or any other sensitive natural communities within the vicinity of the project.
- c) There are no federally protected wetlands within the vicinity of the property.
- d) The proposed project will not interfere substantially with the movement of any native resident or migratory fish or wildlife corridors or impede the use of native wildlife nursery sites. The project site is located in an urbanized area and thus experiences nominal wildlife movement.
- e) There are no adopted Habitat Conservation Plans, Natural Community Conservation Plans, or any other approved local, regional, or state habitat conservation plans within the project vicinity.

**V. CULTURAL RESOURCES**

<b>Would the project:</b>	<b>Potentially Significant Impact</b>	<b>Potentially Significant Unless Mitigation Incorporated</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
<b>a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?</b>				<b>X</b>
<b>b) Cause a substantial adverse change in the significance of an archeological resource pursuant to §15064.5?</b>				<b>X</b>
<b>c) Directly or indirectly destroy unique paleontological resources or site or unique geologic features?</b>				<b>X</b>
<b>d) Disturb any human remains, including those interred outside of formal cemeteries?</b>				<b>X</b>

**Response to Questions:**

- a) The proposed project will not cause a substantial adverse change in the significance of a historical resource. Staff conducted a visual inspection of the project site on September

24, 2014, and confirmed that there are no structures on the site.

- b-d) There are no known archaeological or paleontological resources located on the site. As recently as 2001, there were 10 small structures on the site. Because of the past ground disturbance it is unlikely that any paleontological or archeological artifacts exist in the area.

**VI. GEOLOGY AND SOILS**

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</b>				
<b>i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault?</b>				<b>X</b>
<b>ii) Strong seismic ground shaking?</b>				<b>X</b>
<b>iii) Seismic-related ground failure, including liquefaction?</b>				<b>X</b>
<b>iv) Landslides?</b>				<b>X</b>
<b>b) Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?</b>				<b>X</b>
<b>c) Be located on expansive soil, as defined in Table 18- 1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</b>				<b>X</b>
<b>d) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?</b>				<b>X</b>

**Response to Questions:**

- a-b) According to the Environmental Impact Report prepared for the City’s General Plan, erosion, landslides, and mudflows are not considered to be a significant risk in the City limits or within the Urban Growth Boundary. No active earthquake faults are known to exist in Sutter County, although active faults in the region could produce motion in Yuba City. However, potentially active faults do exist in the Sutter Buttes. The faults are considered small and have not exhibited activity in recent history (last 200 years).

In the event of a major regional earthquake, fault rupture or seismic ground shaking could potentially injure people and cause collapse or structural damage to existing and proposed structures. Ground shaking could potentially expose people and property to

seismic-related hazards, including localized liquefaction and ground failure. All new structures are required to adhere to current California Uniform Building Code (CUBC) standards. These standards require adequate design, construction and maintenance of structures to prevent exposure of people and structures to major geologic hazards. General Plan Implementing Policies 9.2-I-1 through 9.2-I-5 reduce impacts to less than significant. Many of these base requirements are also contained in the ENGEEO, Inc. report, including recommendations for site preparation/grading, foundation design, wall construction, etc.

- c) The extreme southwest corner of the Yuba City Growth Boundary is the only known area with expansive soils. The project site is not located within this area and therefore will not be impacted by presence of expansive soils.
- d) The project will not require the use of septic tanks or alternative waste water disposal systems.

**VII. HAZARDS AND HAZARDOUS MATERIALS**

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				<b>X</b>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				<b>X</b>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				<b>X</b>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment?				<b>X</b>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				<b>X</b>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				<b>X</b>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				<b>X</b>

**Response to Questions:**

- a) There are no identified hazards that will result from the project. The proposed project will not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous material.
- b) The proposed project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.
- c) The proposed project will not result in hazardous emissions or the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.
- d) The project will not create a significant hazard to the public or the environment.
- e) The project is not located within the sphere of influence of the Sutter County Airport.
- f) There are no private airstrips located within City limits or the City's Urban Growth Boundary.
- g) The proposed project will not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan.

## VIII. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?				<b>X</b>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table?				<b>X</b>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in flooding on- or off-site?				<b>X</b>
d) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted water?				<b>X</b>
e) Otherwise substantially degrade water quality?				<b>X</b>
f) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				<b>X</b>
g) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				<b>X</b>
h) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				<b>X</b>

### Response to Questions:

- a) The proposed project will not violate any water quality or wastewater discharge requirements. Any runoff associated with construction is addressed in part through General Plan Implementing Policies 8.5-I-1 through 8.5-I-10 which require a wide range of developer and City actions involving coordination with the State Regional Water Quality Control Board, protecting waterways, and following Best Management Practices for new construction.
- b) The City has adequate water entitlements from the Feather River as well as treatment/distribution capacity to accommodate any need associated with the project. The reduced groundwater recharge that could result from future projects will not be significant since there is presently an abundance of groundwater in the region.

- c) The proposed project will not substantially alter the existing drainage pattern of the site or the area. As noted above under item a), any proposed construction project will involve use of Best Management Practices and site improvements to collect storm water runoff from the site and help reduce any off-site drainage from occurring.
- d) The proposed project will not create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted water. As noted above under item a), the site will involve use of Best Management Practices and site improvements to collect storm water runoff from the site and help reduce any off-site drainage from occurring.
- e) The proposed project will not substantially degrade water quality. As noted under item a) above, site development will be required to adhere to the General Plan Implementing Policies cited to ensure that water quality degradation does not occur.
- f-h) According to the Federal Emergency Management Agency, the City is considered to be outside of the 100-year flood plain. It is classified as such because of an extensive series of levees and dams along the Feather and Yuba Rivers which protect the city from potential flooding. Local drainage improvements, principally the Gilsizer Slough, Live Oak Canal, and detention ponds provide storm water relief within the urban area.

**IX. LAND USE AND PLANNING**

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>a) Physically divide an established community?</b>				<b>X</b>
<b>b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?</b>				<b>X</b>
<b>c) Conflict with any applicable habitat conservation plan or natural community conservation plan?</b>				<b>X</b>

**Response to Questions:**

- a) The project is located on a site surrounded by a mixture of uses. It will not physically divide an established community.
- b) The proposed General Plan amendment and rezone will not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project.

- c) There are no habitat conservation plans or natural community conservations plans within City limits or the Urban Growth Boundary with which the proposed project would conflict.

**X. MINERAL RESOURCES**

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
<b>a)</b> Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				<b>X</b>
<b>b)</b> Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				<b>X</b>

**Response to Questions:**

- a-b) The proposed project is not expected to impact mineral resources. The project site has no known mineral resource value nor is there opportunity for mineral resource extraction.

**XI. NOISE**

Would the project result in:	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				<b>X</b>
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?				<b>X</b>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				<b>X</b>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				<b>X</b>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				<b>X</b>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				<b>X</b>

**Response to Questions:**

- a-c) The proposed general plan amendment and rezone will result in a change in allowable land uses from multi-family to any of the uses permitted in the C-2 District. Any new use will be required to comply with all applicable zoning regulations and design guidelines which are intended to mitigate noise impacts to levels that are considered less than significant. Additionally, any new use will be required to comply with the City’s Noise Ordinance. As such, the proposed general plan amendment and rezone will not result in the generation of noise or the exposure of people to severe noise levels.
- d) Short-term noise impacts can be expected resulting from site grading and construction activities. Construction-related noise impacts will be less than significant because adherence to City Noise Ordinance standards is required, limiting the hours of operation for construction and use of heavy machinery.
- e-f) The project is not located in an airport land use planning area. There are no private airstrips in Yuba City.

## **XII. POPULATION AND HOUSING**

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				<b>X</b>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				<b>X</b>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				<b>X</b>

### **Response to Questions:**

a-c) The proposed project will not adversely affect housing nor will it induce substantial population growth or result in the displacement of affordable housing units.

## **XIII. PUBLIC SERVICES**

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?				<b>X</b>
ii) Police protection?				<b>X</b>
iii) Schools?				<b>X</b>
iv) Parks?				<b>X</b>
v) Other public facilities?				<b>X</b>

### **Response to Questions:**

ai-ii) The project site is currently located in the City and currently has Police and Fire protection. Any proposed development will be required to meet all applicable codes, including the Fire Code.

aiii) This project will not result in any additional need for educational government services.

aiv-v) This project will not result in any additional need for parks or other public facilities.

**XIV. RECREATION**

	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				<b>X</b>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				<b>X</b>

**Response to Questions:**

a-b) The proposed General Plan amendment and rezone will not increase the use of existing parks such that substantial physical deterioration of the facilities would occur. The proposed project does not include, nor does it require construction or expansion of recreational facilities.

**XV. TRANSPORTATION/TRAFFIC**

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				<b>X</b>
b) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				<b>X</b>
c) Result in inadequate emergency access?				<b>X</b>
d) Result in inadequate parking capacity?				<b>X</b>
e) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				<b>X</b>

**Response to Questions:**

- a) The Yuba City Engineering Division and Caltrans reviewed the proposed General Plan amendment and rezone. The traffic generation as a result of the change in General Plan and Zoning designations is not anticipated to be greater than that which would have existed with multi-family development on the project site. The existing street improvements in the vicinity of the project area have sufficient capacity to handle the anticipated traffic generated by this project.
- b) Any future project will be required to comply with the "Yuba City Standard Details" which are the design standards for public improvements. The Standard Details are also compatible with the American Disabilities Act criteria. These criteria are implements to ensure safety and accessibility for handicapped peoples.
- c) Any future project will be reviewed by the Fire Department to ensure there is adequate emergency access.
- d) Any future project on the site will be required to meet the requirements for parking in the Yuba City Zoning Regulations.
- e) Yuba Sutter Transit reviewed the project and had no comments.

**XVI. UTILITIES AND SERVICE SYSTEMS**

<b>Would the project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>a)</b> Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				<b>X</b>
<b>b)</b> Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				<b>X</b>
<b>c)</b> Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				<b>X</b>
<b>d)</b> Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				<b>X</b>
<b>e)</b> Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				<b>X</b>
<b>f)</b> Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				<b>X</b>
<b>g)</b> Comply with federal, state, and local statutes and regulations related to solid waste?				<b>X</b>

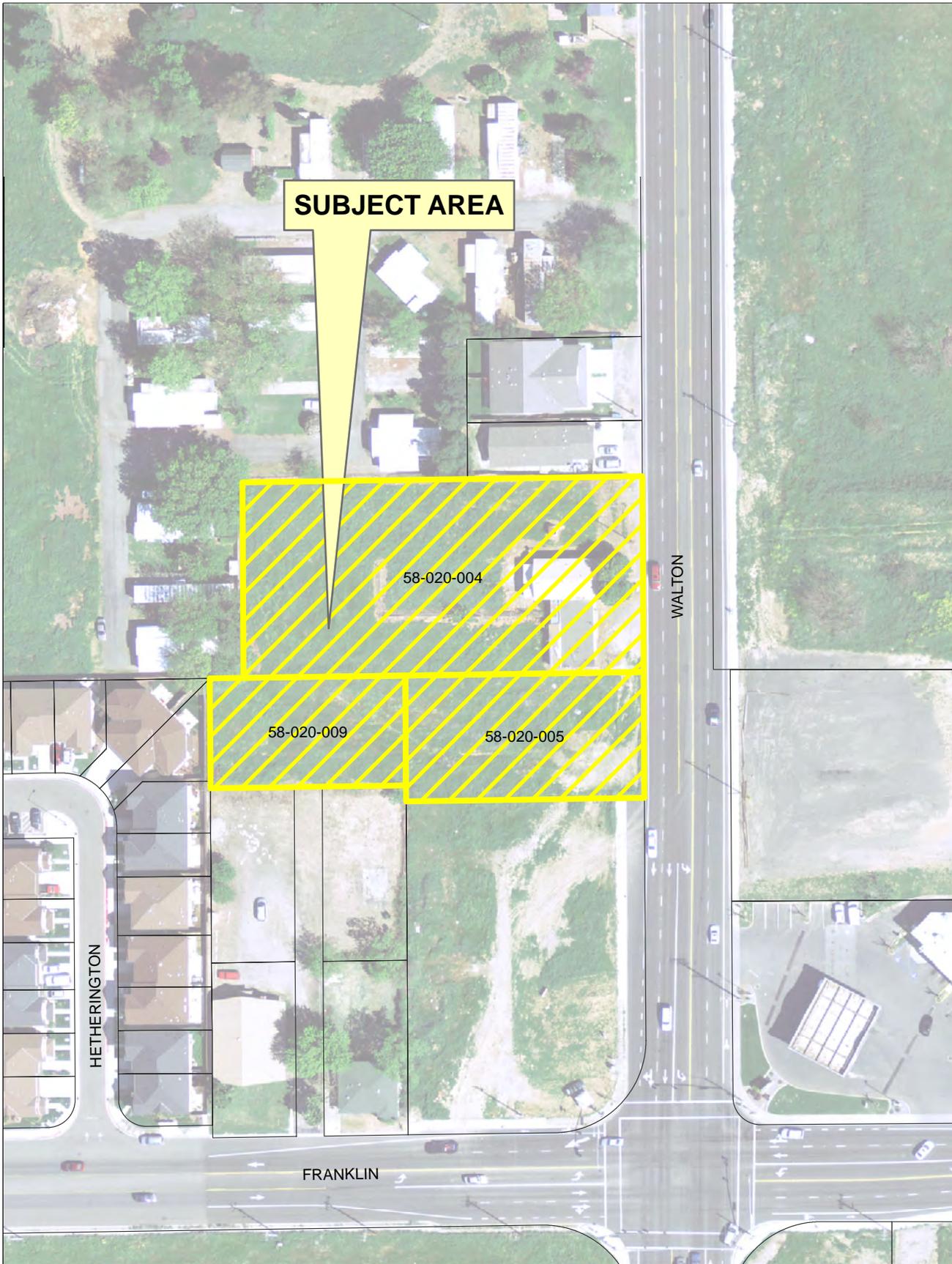
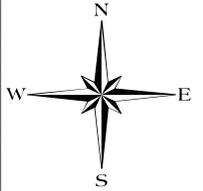
**Response to Questions:**

- a-e) The City of Yuba City has adequate water entitlements and treatment/distribution capacity in its plants to serve any future office project on the site.
- f-g) Yuba-Sutter Disposal, Inc. provides solid waste disposal for the area. There is adequate collection and landfill capacity to accommodate any future project without adversely affecting their operations.

**XVII. MANDATORY FINDINGS OF SIGNIFICANCE**

<b>Does the Project:</b>	Potentially Significant Impact	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important example of the major periods of California history or prehistory?				<b>X</b>
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)				<b>X</b>
c) Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?				<b>X</b>

- a) The project site is in an urbanized area with little biological value. The proposed General Plan amendment and rezone involves no construction activities or increase in the population of Yuba City. The project will not create an impact upon critical habitat or threaten species of special concern.
- b) The project does not create a situation with limited individual but cumulatively considerable impacts.
- c) The proposed project would create no adverse impacts, either directly or indirectly, to residents in the project area.



346 & 356 N. Walton Ave

Rezone 14-01

Paramjit Bains/Stellar Scripts

1 inch = 100 feet

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor and Members of the City Council  
**From:** Administration  
**Presentation By:** Darin Gale, Economic Growth & Public Affairs Manager

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**Summary**

**Subject:** Ordinance prohibiting camping on private property within the City limits of Yuba City  
**Recommendation:** Adopt an amended Ordinance to prohibit camping on private property in the City of Yuba City and waive the second reading  
**Fiscal Impact:** No costs are associated with the implementation of the proposed ordinance

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**Purpose:**

To prohibit camping on private property without written consent of property owner within the City limits of Yuba City

**Background:**

Over the past year, the City has been implementing a Clean & Safe Program. These efforts included a variety of actions that include the following: a citywide shopping cart clean-up and retrieval program, adoption of Anti-Aggressive Panhandling Ordinance and No Camping on Public Property Ordinance and focused enforcement of other vagrancy related issues. Through each of these coordinated efforts the City has sought to enhance the quality of life for its residents.

**Analysis:**

Currently, the City does not have an ordinance addressing camping on private property. As a result, the City is not able to remove or issue citations to a person camping on private property without a trespassing complaint first being filed by the private property owner. In order to improve the City's Clean & Safe efforts, staff drafted new language to the City's Camping Ordinance which would prohibit camping on private property without written consent of the property owner. The following language is proposed to be added to the City's Camping Ordinance:

Section 5-20.050 Camping on Private Property.

- a) It is unlawful to camp upon any private property within the city.

b) Exceptions. This section shall not apply to persons camping with the written consent of the owner, provided that such written consent is in their possession at the time and is shown upon demand of any peace officer.

The above language and other references to No Camping on Private Property would be included in the City's Camping Ordinance. This will provide City staff the needed language to enforce vagrancy issues associated with camping on private property and continue the City's Clean & Safe efforts.

**Fiscal Impact:**

No costs are associated with the implementation of the proposed ordinance.

**Alternatives:**

Do not adopt the ordinance or provide staff with direction for modifying the proposed ordinance.

**Recommendation:**

Adopt an amended Ordinance to prohibit camping on private property in the City of Yuba City and waive the second reading

**Prepared By:**

[/s/ Darin Gale](#)

Darin E. Gale  
Economic Growth & Public Affairs

**Submitted By:**

[/s/ Steven C. Kroeger](#)

Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance  
City Attorney

[RB](#)

[TH](#)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AMENDING CHAPTER 20 OF TITLE 5 OF THE YUBA CITY MUNICIPAL CODE REGARDING  
CAMPING IN THE CITY OF YUBA CITY**

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

Section 1. Chapter 20 of Title 5 of the Yuba City Municipal Code is hereby amended to read as follows:

CHAPTER 20

CAMPING IN YUBA CITY

Sections:

5-20.010	Purpose
5-20.020	Definition
5-20.030	Prohibition
5-20.040	Exception(s)
5-20.050	Camping on Private Property
5-20.060	Violation

Section 5-20.010 Purpose.

Public property and public right of ways within the city should be readily accessible and available to residents and the public at large. The use of these areas for camping purposes or storage of personal property interferes with the rights of others to use the areas for which they were intended. Such activity can constitute a public health and safety hazard that adversely impacts the neighborhoods, commercial property and general welfare of the city.

Camping on private property without the consent of the owner and without proper sanitary measures adversely affects private property rights as well as public health, safety, and welfare.

City services can be utilized to clean up campsites on public and private property. These clean ups can expose city workers and citizens to hazardous conditions including human infectious waste and other hazardous materials. Disposal of these materials is costly and hazardous. Temporary and permanent campsites erected within the city limits are often constructed in a fashion, and/or at a location that makes access by emergency personnel difficult during times of emergency. This puts the campers, campsite visitors, and emergency personnel at a greater risk if an injury, illness, accident or disaster should occur.

The purpose of this chapter is to prohibit, subject to certain restrictions, camping on public or private property within the city in order to maintain public or private property in a clean, sanitary and accessible condition and to adequately protect the health, safety and public welfare of the community.

Section 5-20.020 Definition.

For purposes of this chapter, camping is defined as residing in or using property for one or more nights for living accommodation purposes, such as sleeping activities, or making preparations to sleep (including the laying down of bedding for the purpose of sleeping), or storing personal belongings (including but not limited to clothing, sleeping bags, bedrolls,

blankets, sheets, luggage, backpacks, kitchen utensils, cookware, and similar material), or making any fire or using any tents, regularly cooking meals, or living in a parked vehicle. These activities constitute camping when it reasonably appears, in light of all the circumstances, that a person(s) is using property, as a living accommodation for one or more nights regardless of his or her intent or the nature of any other activities in which he or she might also be engaging.

Section 5-20.030 Camping on Public Property.

It is unlawful for any person to camp in or upon any public property or public right of way within the city, unless otherwise specifically authorized by this Code or by a resolution of the City Council.

Section 5-20.040 Exception(s).

Notwithstanding the prohibition of Section 5-20.030, camping shall be allowed in the Yuba Sutter Boat Docks Recreational Vehicle Campground and Marina, located at #80 Second Street, Yuba City (Assessor's Parcel No. 03-290-006) and as may be permitted within City parks by the City's Community Services Director.

Section 5-20.050 Camping on Private Property.

a) It is unlawful to camp upon any private property within the city.

b) Exceptions. This section shall not apply to persons camping with the written consent of the owner, provided that such written consent is in their possession at the time and is shown upon demand of any peace officer.

Section 5-020.60 Violation.

Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be subject to the penalty provisions of Chapter 2 of Title 1 of the Yuba City Municipal Code.

Section 2. This ordinance shall be effective thirty (30) days after its adoption and after it is adopted, it shall be published as provided for by law.

Introduced and read at a regular meeting of the City Council of the City of Yuba City the 4<sup>th</sup> day of November, 2014, and adopted at a regular meeting thereof held on the 21<sup>st</sup> day of November, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Kash Gill, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Terrel Locke, City Clerk

\_\_\_\_\_  
Tim Hayes, City Attorney

**MINUTES (DRAFT)  
REGULAR MEETING OF THE CITY COUNCIL  
CITY OF YUBA CITY  
COUNCIL CHAMBERS  
NOVEMBER 4, 2014  
5:00 P.M. – CLOSED SESSION  
6:00 P.M. – REGULAR MEETING**

**Closed Session—Butte Room**

- A. Conferred with labor negotiator Steve Kroeger regarding negotiations with the following associations: Yuba City Firefighters Local 3793 Yuba City Fire Management, First Level Managers, and Public Employees Local No. 1, pursuant to Section 54957.6 of the Government Code
- B. Conferred with legal counsel regarding potential litigation pursuant to Government Code Section 54956.9(d)(4) – one potential case.

**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, and Mayor Gill  
Absent: Councilmember Starkey

**Invocation**

Councilmember Buckland gave the invocation.

**Pledge of Allegiance to the Flag**

Councilmember Dukes led the Pledge of Allegiance.

**Presentations and Proclamations**

**1. Proclamation to Jim Frost for Retirement from the Public Works Department**

Mayor Gill presented Custodial Supervisor Jim Frost with a Proclamation in honor of his 24 years of service to the City.

**Public Communication**

**2. Written Requests - none**

**3. Appearance of Interested Citizens**

The following person spoke:

Pat Miller, Sutter County Tax Payers' Association regarding Civic Openness in Negotiations

## Public Hearing

### 4. **Energy Service Contract with OpTerra Energy Services for Energy Related Improvements to City Facilities**

Mayor Gill opened the public hearing, hearing no comment, he closed the public hearing.

Councilmember Dukes moved to:

a. Adopt **Resolution No. 14-076** authorizing the City Manager to execute an Energy Service Contract with OpTerra Energy Services for energy related improvements to City facilities, following approval by the City Attorney, and

b. Adopt **Resolution No. 14-077** authorizing the City Manager to execute an Equipment Lease/Purchase Agreement, an Escrow Agreement and any ancillary documents with Bank of America for funding the associated energy related improvements, following approval by the City Attorney.

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

## Ordinance

### 5. **Ordinance Prohibiting Camping on Private Property within City Limits of Yuba City**

Mayor Gill opened the public hearing, hearing no comment, he closed the public hearing.

Councilmember Maan moved to introduce a Revised Ordinance, to prohibit camping on private property in the City of Yuba City, conduct a public hearing and waive the first reading. Councilmember Buckland seconded the motion that passed with a unanimous vote.

## Consent Calendar

Councilmember Maan recused himself from Item No. 7 as he has a conflict due to his employment with the Yuba County Environmental Health Department which oversees the Waste Tire Enforcement program.

Councilmember Buckland moved to approve Items 6 and 8. Councilmember Dukes seconded the motion that passed with a unanimous vote.

### 6. **Minutes of October 21, 2014**

Approved the City Council Meeting Minutes of October 21, 2014.

### 8. **Proposed City Facility Holiday Closure**

Adopted **Resolution No. 14-079** authorizing the closure of City Hall and other select offices for the holiday period beginning Monday, December 22, 2014 through Friday, December 26, 2014.

### 7. **Fiscal Year 2014-15 Waste Tire Enforcement Grant Application**

Councilmember Dukes moved to adopt **Resolution No. 14-078** authorizing Yuba County, as the Lead Agency of the Yuba-Sutter Local Enforcement Agency, to perform Waste Tire Enforcement activities on behalf of the City of Yuba City and submit a Collaborative Application for the Waste Tire Enforcement Grant to CalRecycle for Fiscal Year 2014-15. Councilmember Buckland seconded the motion that passed with four the following votes:

Ayes: Councilmembers Buckland, Dukes, and Mayor Gill  
Noes: None  
Abstain: Councilmember Maan

### **General Items**

**9. Feather River Parkway Phase II – Addendum to Revised Initial Study and Mitigated Negative Declaration**

Councilmember Maan moved to adopt the addendum to the Revised Initial Study and Mitigated Negative Declaration for the Feather River Parkway Phase II Project. Councilmember Dukes seconded the motion that passed with a unanimous vote.

**10. First Level Managers’ Letter of Understanding (LOU)**

Councilmember Buckland moved to adopt **Resolution No. 14-080** approving a two year Letter of Understanding with the First Level Manager group; and approve a supplemental appropriation of \$32,600 to the FY 2014/2015 adopted budget. Councilmember Maan seconded the motion that passed with a unanimous vote.

### **Business from the City Council**

**11. Ad Hoc Committee Recommendations Regarding Business Incentives and Lloyd Wise Company Nissan Dealership**

The following person spoke:

Dr. Larry Ozeran, NW Yuba City

After discussion, Council sent the item to the Economic Development Commission to review and provide suggestions to improve our business incentive program if needed.

**12. City Council Reports**

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

### **Adjournment**

Mayor Gill adjourned the Regular Meeting of the City Council of the City of Yuba City at 6:46 p.m.

Attest:

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Kash Gill, Mayor

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Terrel Locke, City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Department of Public Works  
**Presentation by:** Diana Langley, Public Works Director

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**Summary**

**Subject:** Boundary revision of Underground Utility District No. 12-1 on Second Street  
**Recommendation:** Adopt a resolution revising the boundary of Underground Utility District No. 12-1 on Second Street in accordance with the attached Underground Utility District 12-1 Boundary Map.  
**Fiscal Impact:** None

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**Purpose:**

To advance the undergrounding of utilities on Second Street.

**Background:**

The Public Utilities Commission requires Pacific Gas & Electric Company (PG&E) to set aside a portion of their utility receipts each year for use in undergrounding existing overhead utilities, known as Electric Rule 20 (Rule 20A). Projects performed under Rule 20A are nominated by a city, county or municipal agency and discussed with PG&E, as well as other utilities.

In 2011, the County of Sutter identified a qualifying underground conversion project along Second Street/Sutter Street between B Street and Teegarden Avenue. Because the project was within the jurisdiction of the City, the County allocated \$2,800,000 of Rule 20A credits to the City for undergrounding in this area. This was the estimated cost at the time the project scope was determined.

On March 20, 2012, City Council approved the formation and boundary of Underground Utility District No. 12-1 (District) on Second Street/Sutter Street between B Street and Teegarden Avenue and selected the District to be undergrounded under Rule 20A. The City is not contributing any Rule 20A credits towards the completion of the Second Street Underground Utility District project.

PG&E is the lead for this project with assistance from Public Works. The project is currently in the design phase.

**Analysis:**

When the District boundary was originally created, only utility poles along the visual corridor of Second Street/Sutter Street were envisioned to be removed. As a result, the parcel lines of all properties adjacent to Second Street and Sutter Street between B Street and Teegarden Avenue were used to set the District boundary. Due to parcel depths of larger properties adjacent to Sutter Street, existing District boundaries encompass utility poles that are well past the visual corridor. These poles are all in the Sutter Street Mobile Home Park at 668 Sutter Street. Converting these poles to underground service would provide no visual benefit and would be an additional direct cost

to the City because mobile home parks are not eligible for Rule 20A funding. By revising the boundary as shown in Exhibit A, utility poles in the affected area would not be required to be converted to underground service. All public utilities affected by the change have approved the boundary revision and all existing utilities on said poles would remain fully functional.

**Fiscal Impact:**

None.

**Alternatives:**

Delay, modify, or reject the recommended actions to revise the Underground Utility District 12-1 boundary.

**Recommendation:**

Adopt a resolution revising the boundary of Underground Utility District No. 12-1 on Second Street in accordance with the attached Underground Utility District 12-1 Boundary Map.

**Prepared by:**

*/s/ Omar Valle*

Omar Valle  
Assistant Engineer

**Submitted by:**

*/s/ Steve Kroeger*

Steven C. Kroeger  
City Manager

**Reviewed by:**

Department Head

DL

Finance

RB

City Attorney

TH

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
REVISING THE BOUNDARY OF UNDERGROUND UTILITY DISTRICT  
NO. 12-1 ON SECOND STREET IN ACCORDANCE WITH THE  
ATTACHED UNDERGROUND DISTRICT NO. 12-1 BOUNDARY MAP**

WHEREAS, the City Council of the City of Yuba City established the Underground Utility District 12-1(District) on March 20, 2013, setting forth the boundaries of said District; and

WHEREAS, Pacific Gas & Electric (PG&E) has performed preliminary survey of improvements needed to convert to underground facilities and indicated that utility poles on large parcels past the visual corridor would also have to be converted because they are within the existing District boundaries; and

WHEREAS, the intent of the District was to convert overhead utilities to underground facilities along Second Street and Sutter Street visual corridor; and

WHEREAS, the conversion of the poles on large parcels past the visual corridor are in a mobile home park making them ineligible for Electric Rule 20A conversion, which would add significant cost to the City that was not originally anticipated; and

WHEREAS, the Public Works Department of the City of Yuba City has consulted with the affected public utilities and determined that utility poles past the visual corridor could remain overhead if removed from the District boundary. The public utilities have approved the boundary changes to the District as shown in Exhibit A attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Yuba City that the boundary of the Underground Utility District No. 12-1 is hereby revised as shown in Exhibit A.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 18<sup>th</sup> day of November 2014.

AYES:

NOES:

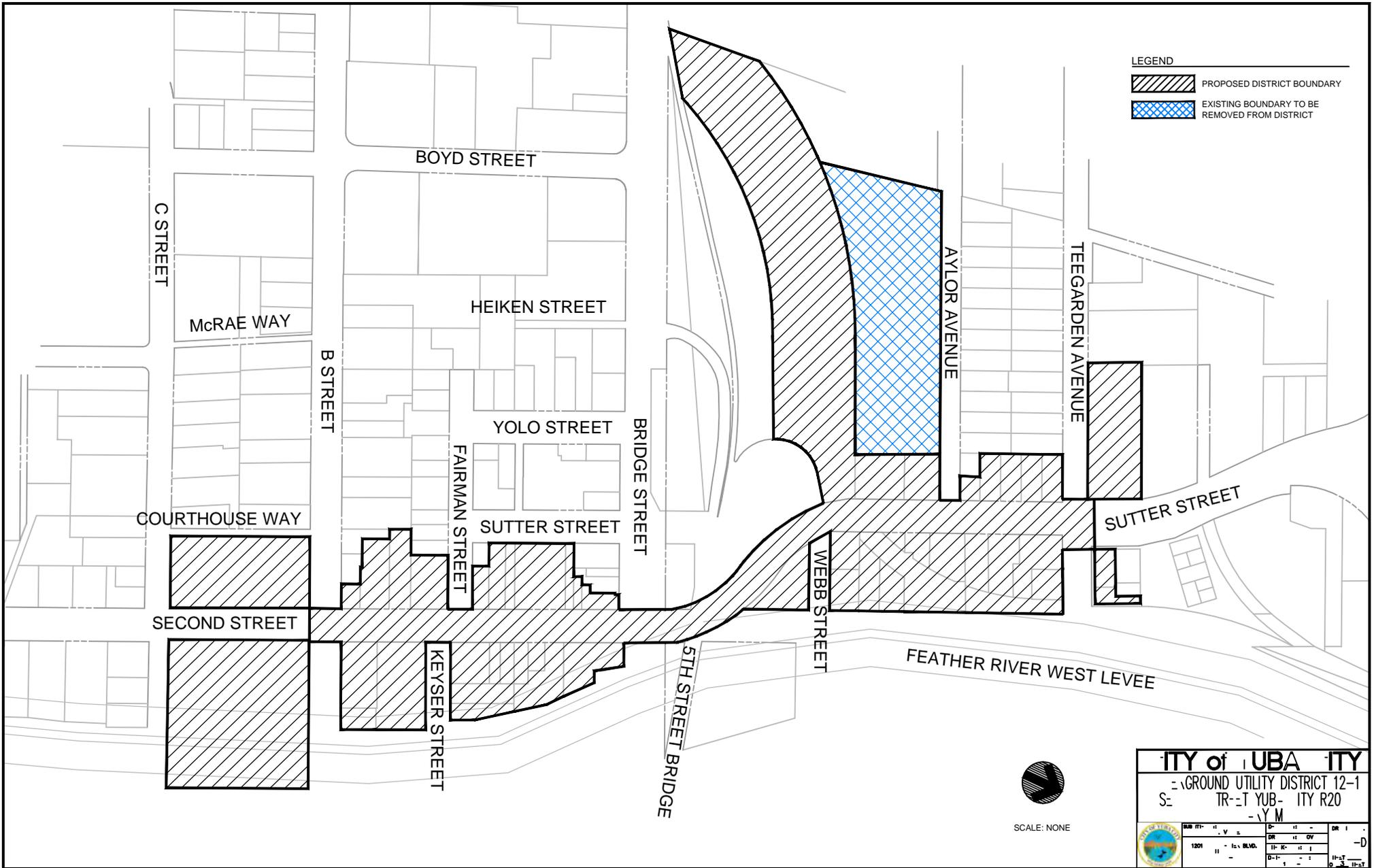
ABSENT:

\_\_\_\_\_  
Kash Gill, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

# EXHIBIT A - PROPOSED UNDERGROUND UTILITY DISTRICT 12-1 BOUNDARY CHANGE



CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Finance Department  
**Presentation By:** Spencer Morrison, Accounting Manager

**Summary**

**Subject:** Transportation Development Act (TDA) Claim for FY 2014-2015 of \$1,361,092  
**Recommendation:** Adopt a resolution authorizing submission of the City’s FY 2014-2015 TDA claim to the Sacramento Area Council of Governments (SACOG).  
**Fiscal Impact:** \$1,361,092 in revenue will be received by the City for Streets and Roads Fund projects as approved in the FY 2014-2015 CIP Budget.

**Purpose:**

To secure funds to be used for the repair and improvement of the City’s road system.

**Background:**

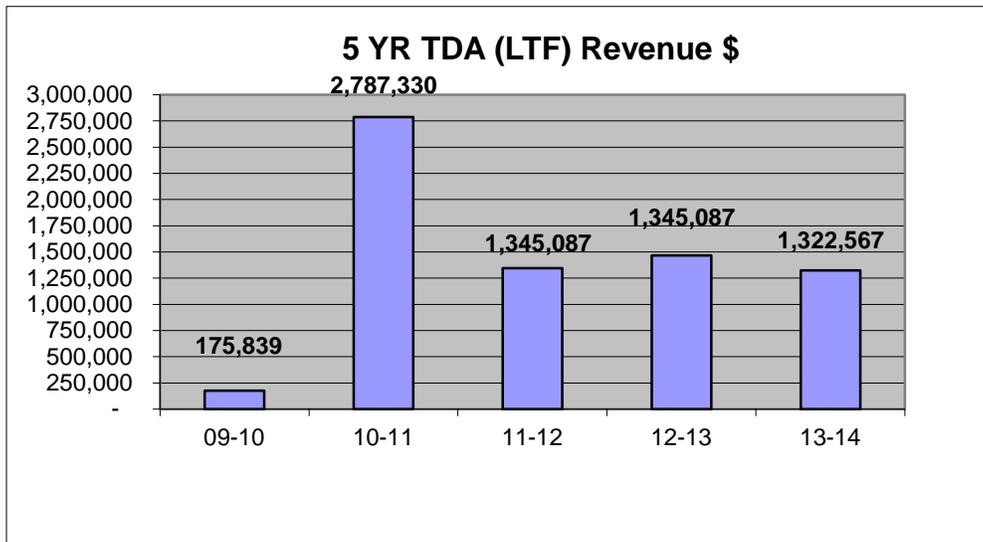
The City Council is requested to approve the following allocation of the City’s fiscal year Local Transportation Fund (LTF) revenues as indicated below:

1. Yuba City Streets & Road Fund	\$1,289,439
2. Sacramento Area Council of Governments (SACOG)	71,653
3. Yuba-Sutter Transit Authority (YSTA)	1,027,350
Total	\$2,388,442

**Analysis:**

The Sales Tax rate in Sutter County is currently 7.50%. A total of 0.25% of the 7.50% rate is collected by the State and allocated back to each city and county (based on population) for local transportation services and projects. The City of Yuba City’s share of these funds for FY 2014-2015 totals \$2,388,442, a decrease of 14% from the apportionment of \$2,793,001 for FY 2013-14. Of this amount, YSTA is apportioned a share (in accordance with our Joint Powers Agreement), SACOG receives a portion for planning costs, and the remainder is placed in the City’s Streets and Roads fund.

YSTA will use their portion, \$1,027,350, to provide community-wide transit services. The YSTA portion has decreased 1% from last year, and has increased an average of 2% per year in the five years prior, FY 2009-2010 through FY 2013-2014. The following chart illustrates five years of TDA (LTF) claim receipts history.



**Fiscal Impact:**

Yuba City's LTF allocation is typically around \$1.3 million annually, however, in FY 2008-09 and 2009-10 SACOG allocated part or all of the City's portion to YSTA for capital projects, reducing the City's share. In FY 2010-11, SACOG reapportioned the amount available to Sutter County jurisdictions after an accounting error at the County was discovered for fiscal years 2007-08, 2008-09, and 2009-10. The reapportionment makes up approximately \$1.4 million of the City's FY 2010-11 allocation.

**Alternatives:**

There are no alternatives if the City intends to receive the funds.

**Recommendation:**

Adopt a resolution authorizing submission of the City's FY 2014-2015 TDA claim to the Sacramento Area Council of Governments (SACOG).

**Prepared By:**

*/s/ Spencer Morrison*

Spencer Morrison  
Accounting Manager

**Submitted By:**

*/s/ Steve Kroeger*

Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance

RB

City Attorney

TH

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA  
CITY AUTHORIZING SUBMISSION OF THE FY 2014-2015  
TRANSPORTATION DEVELOPMENT ACT CLAIM TO THE  
SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

**Whereas**, the State of California enacted the Transportation Development Act (TDA) in 1972 to provide funds for transportation needs each fiscal year; and

**Whereas**, the Sacramento Area Council of Governments (SACOG) is designated as the Transportation Planning Agency for the City of Yuba City to receive claims for approval pursuant to TDA rules and regulations; and

**Whereas**, SACOG has adopted funding of apportionment for the Local Transportation Funds for Fiscal Year 2014-2015; and

**Whereas**, after transportation needs have been met, any unused funds may be used for street and road improvements.

**Now, therefore, be it resolved** that the attached Fiscal Year 2014-2015 TDA claims be hereby approved and forwarded to SACOG and that the Finance Director is hereby authorized to make the necessary budget amendments, transfers, accounting entries, etc. to carry out the Council's policies and directives related to this matter.

**Passed and Adopted** by the City Council of the City of Yuba City this 18<sup>th</sup> day of November, 2014 by the following vote:

Ayes:

Noes:

Absent:

\_\_\_\_\_  
Kash Gill, Mayor

Attest:

\_\_\_\_\_  
Terrel Locke, City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Finance Department  
**Presentation By:** Spencer Morrison, Accounting Manager

---

**Summary**

**Subject:** Ordering judicial foreclosures of two parcels for delinquent special assessments in Tierra Buena Water Assessment District 2003-1

**Recommendation:** Adopt a resolution ordering judicial foreclosure of two parcels for delinquent special assessments in Tierra Buena Water Assessment District 2003-1.

**Fiscal Impact:** No net fiscal impact to the City, as all legal and administrative costs incurred in this process are added to the City's claim against the sale of the property. The total amount to be collected through this action is \$6,663.93.

---

**Background:**

In 2003, the City conducted proceedings under the Improvement Bond Act and the Municipal Improvement Act to create Tierra Buena Water Assessment District 2003-1 ("AD 2003-1"). Those proceedings resulted in the City's issuance of bonds and levy of special assessments to pay principal and interest on the bonds for AD 2003-1. The special assessments are collected in bi-annual installments which become delinquent on December 10 and April 10 of each tax year. Two delinquent properties, APN 62-071-001 and APN 62-134-004, have been granted, and failed to adhere to, payment plans and have discontinued contact with the City's foreclosure counsel leaving the City in the position to take the recommended action of initiating foreclosure.

**Analysis:**

Pursuant to the trust indenture regarding the bonds issued for the AD 2003-1, the City has covenanted to bondholders to commence judicial foreclosure proceedings against properties within the AD 2003-1 for which special assessments are delinquent. Pursuant to the Improvement Bond Act, judicial foreclosure proceedings cannot be initiated until the City, as legislative body of AD 2003-1, has ordered the commencement of such actions. The resolution authorizes the initiation of foreclosure proceedings against the properties located in AD 2003-1, respectively, which have been reported as delinquent with respect to the payment of special assessments.

**Fiscal Impact:**

There are no net fiscal impacts to the City as all legal and administrative costs incurred in this process are added to the City's delinquency claim against the sale of the property. The total amount to be collected through this action is \$6,663.93.

**Alternatives:**

Do not authorize the initiation of foreclosure on these properties at the risk of inviting action by the bondholders against the assessment district and the City.

**Recommendation:**

It is, therefore, recommended that the City adopt the resolutions authorizing the commencement of judicial foreclosure actions in AD 2003-1.

**Prepared By:**

*/s/ Spencer Morrison*

Spencer Morrison  
Accounting Manager

**Submitted By:**

*/s/ Steve Kroeger*

Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance  
City Attorney

RB

TH

**RESOLUTION NO.\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
ORDERING JUDICIAL FORECLOSURE OF DELINQUENT ASSESSMENT  
INSTALLMENTS LEVIED WITHIN TIERRA BUENA WATER ASSESSMENT  
DISTRICT NO. 2003-1 PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT  
OF 1913 AND ORDERING THAT THE TAX COLLECTOR BE CREDITED WITH  
THOSE INSTALLMENTS**

**WHEREAS**, the City of Yuba City ("Yuba City") has levied special assessments ("Special Assessments") within Tierra Buena Water Assessment District No. 2003-1 of the City of Yuba City (the "Assessment District") for the payment of bonds pursuant to the Municipal Improvement Act of 1913, Division 12 of the Streets and Highways Code of California, (the "Municipal Act") and incurred bonded indebtedness pursuant to the provisions of the Improvement Bond Act of 1915, Division 10 of the Streets and Highways Code of California (the "Bond Act"); and

**WHEREAS**, pursuant to the provisions of the Municipal Act and Bond Act, the County Tax Collector has duly and regularly levied and recorded the Special Assessments, which Special Assessments, and interest and penalties thereon constitute liens against the lots and parcels of land against which they are made, until the same are paid; and

**WHEREAS**, certain Special Assessments have not been paid when due, and certain Special Assessments may not be paid in the future; and

**WHEREAS**, pursuant to provisions of the Bond Act, this City Council of Yuba City, acting in its capacity as the legislative body of the Assessment District ("City Council"), is authorized, not later than four (4) years subsequent to the last maturity of the principal of bonds secured by the assessment, to order the delinquent Special Assessments to be collected by an action brought in the superior court to foreclose the lien of those Special Assessments; and

**WHEREAS**, pursuant to the provisions of the Bond Act, the City Council covenanted for the benefit of bondholders to commence and diligently prosecute any foreclosure action regarding delinquent installments of any assessments which secure the bonds that were issued by the Assessment District; and

**WHEREAS**, the City Council has determined that public convenience and necessity require prompt action to initiate foreclosure proceedings; and

**WHEREAS**, pursuant to the provisions of the Bond Act, when an action is ordered to foreclose on a lien of delinquent Special Assessments, the County Tax Collector shall be credited upon the current assessment roll with the amount charged against the delinquent account, including applicable penalties, interest and costs, and to be relieved of further duty in regard thereto; and

**WHEREAS**, the City Council previously retained Stradling, Yocca, Carlson & Rauth, a Professional Corporation ("Special Counsel"), to prosecute such judicial foreclosure actions;

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

Section 1. The City Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All delinquent Special Assessments on parcels listed in Exhibit A attached hereto and incorporated herein, and all future Special Assessments on said parcels which are not paid when due, along with all delinquent penalties, interest and fees, shall be collected by action brought in the Superior Court of Sutter County to foreclose the liens thereof pursuant to the California Streets and Highways Code.

Section 3. All costs and attorneys' fees incurred in the collection of the delinquent Special Assessments shall be sought in the foreclosure action pursuant to the California Streets and Highways Code. Special Counsel is authorized to require the payment of costs and attorneys' fees as a condition of any pre-judgment or post-judgment redemption.

Section 4. Special Counsel in conjunction with Yuba City personnel and consultants are authorized and directed as applicable, pursuant to Streets and Highways Code Section 8833(a):

a) To record notices of intent to remove the delinquent special assessment installments from the tax rolls; and

b) To request that the applicable County officials remove current and future delinquent assessment installments from the tax rolls.

Section 5. All inquiries regarding payment of the delinquent Special Assessments shall be forwarded to Stradling Yocca Carlson & Rauth c/o David C. Palmer, Esq., 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660.

Section 6. This resolution shall take effect immediately upon its adoption.

I **HEREBY CERTIFY** that the foregoing resolution was PASSED AND ADOPTED by the Council of the City of Yuba City at a regular meeting thereof held in accordance with law on November 18, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

---

Kash Gill, Mayor

---

Terrel Locke, City Clerk

**EXHIBIT A**

<b>Parcel</b>	<b>Owner's Name</b>	<b>District</b>	<b>Tax Year</b>	<b>Installments</b>
62-071-001	GOLDEN ACRES HOME CARE II GP	Tierra Buena Water Assessment District 2003-1	09/10	1 <sup>st</sup> and 2 <sup>nd</sup>
62-134-004	SMOOT KEVIN, et al.	Tierra Buena Water Assessment District 2003-1	09/10; 10/11; 11/12; 12/13	All

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Human Resources Department  
**Presentation by:** Natalie Walter, Human Resources Director

---

**Summary**

**Subject:** Organizational changes and compensation adjustments within the Public Works, Finance, and Human Resources Departments

**Recommendation:** Adopt the following resolutions:

- a) Authorize the Director of Finance to amend the salary schedule by doing the following:
  - Delete the Custodial Supervisor and add a Facilities Maintenance Supervisor position (with a title change from Facility Manager)
  - Reclassify Custodian Lead to Custodian II and create a flexibly staffed Custodian I/II classification
- b) Approve a 10% salary increase for the Wastewater Operator series effective with the first pay period following City Council approval
- c) Approve the combining of the Information Systems Technician I and II into a single, flexibly staffed Information Systems Technician I/II classification
- d) Approve one limited term Human Resources Technician I/II position through Fiscal Year 2014-2015

**Fiscal Impact:** General Fund: \$40,500 in additional salary and benefit costs annually and \$24,000 in salary and benefit cost for FY 2014-15 only  
Wastewater Fund: \$113,900 in additional salary and benefit costs annually

---

**Purpose:**

To update classifications within the City's organizational structure to reflect current practices and to provide appropriate compensation for positions that are difficult to recruit and retain.

**Background:****Public Works Department**

*Facilities Division:* The Facilities Maintenance Division of the Public Works Department provides building maintenance and custodial services to City facilities. The Division has 5 budgeted positions:

- 1 - Custodial Supervisor – Vacant as of 11/7/14 with retirement

- 1 - Building Maintenance Worker I/II – vacant
- 3 - Custodian I – All 3 positions are filled; 1 position has not worked since May 2013

With the recent retirement of the Custodial Supervisor and the vacancies noted above, there are only two remaining employees within the Facilities Maintenance Division, which are both currently classified as Custodian I's. In addition, there are four on-call custodians. The on-call custodian hours are limited in both the number of hours they can work within a year as well as the number of hours that they can work within one week which has severely limited custodian services.

*Wastewater Treatment Division:* The Wastewater Operators have three vacancies which has caused immediate operational concerns for the City's Wastewater Treatment Facility Plant.

### Finance Department

*Information Services Division:* The Information Technology Division relies on two Information Systems Technician I's to provide the necessary daily support for the City. In addition to technician duties, these positions, in association with the rest of the Information Technology Staff, administer the City's network and servers.

Presently the two IS Technician positions (I and II) are considered separate job classifications. As an Information Technology I gains the required experience and knowledge, the duties require more independence and problem-solving abilities, and a natural advancement to a Tech II position can occur. The purpose for the proposed reclassification is to make the Information Technology series into a combined, flexibly staffed classification which provides for employee growth and advancement.

### Human Resources Department

As of the writing of this staff report, the City has 36 full-time positions for which we are recruiting. This is the largest number of vacancies since 2008. The limited term position would work on recruitments for the remainder of FY 2014-2015.

### Analysis:

#### Public Works Department

*Facility Maintenance Supervisor:* To more clearly reflect the operational needs of the City, Staff is recommending deleting the Custodian Supervisor position, retitling the Facility Manager classification to Facility Maintenance Supervisor, and adding a Facility Maintenance Supervisor position.

*Custodian Classifications:* Staff is recommending reclassifying the Custodian Lead to a Custodian II while creating a flexibly staffed Custodian I/II classification. This will be in line with other maintenance classifications with the City. The Custodian I is the entry level position while the Custodian II is the journey level. A lead worker classification is no longer necessary. The proposal to flexibly staff the classification reflects the most appropriate organizational structure and is more consistent with City standards.

*Wastewater Operators:* The City has an immediate need to recruit for three Wastewater Operators to ensure continuous operations. The City conducted a compensation study with comparable agencies whose facilities are operationally similar in scope and function to the City's Wastewater Treatment Facility. With a 10% salary adjustment for the Wastewater Operators, the salary would be within a reasonable range for classifications of similar operations. This increase is necessary to recruit and retain Wastewater Operators.

**Even though negotiations with Local 1 are still pending, due to the number of vacancies in the Wastewater Operator series, the Public Works Department is experiencing a critical shortage of necessary operators. The City is committed to working with Local 1 through ongoing negotiations resolution process.**

#### Finance Department

*Information Systems Technician I/II:* The “I” is an entry level position in terms of skills and experiences, while the “II” is a journey level that requires additional years of experience and is able to handle the more complex projects with less oversight.

The proposed flexibly staffed position will allow professional growth opportunities within the organization, be more consistent with City standards, and fulfill technical and customer service needs.

#### Human Resources Department

*Human Resources Technician I/II:* The Human Resources Technician I/II limited term position will work on recruitments and thereby support the various City departments that are facing high vacancy levels.

#### **Fiscal Impact:**

##### Facility Maintenance Supervisor:

\$24,000 in additional salary and benefit costs annually.

##### Custodian I/II:

\$8,900 in additional salary and benefit costs annually.

##### Wastewater Treatment Operators:

\$73,400 in additional salary and benefit costs annually.

##### Information Systems Technician I/II:

\$12,300 in additional salary and benefit costs annually.

##### Human Resources Technician I/II (Limited Term):

\$24,000 in additional salary and benefit cost for the remainder of the FY 2014-2015. Staff is requesting City Council to approve a supplemental appropriation to account 1720-61210 (Regular Salaries) of \$24,000 for the current fiscal year.

#### **Alternatives:**

Council may choose not to approve the recommended organizational changes and may instruct Staff to seek other alternatives.

#### **Recommendation:**

Adopt the following resolutions:

- a) Authorize the Director of Finance to amend the salary scheduled by completing the following:

- Deleting the Custodial Supervisor and adding the Facilities Maintenance Supervisor position (with a title change to the Facility Manager);
  - Reclassifying Custodian Lead to Custodian II and creation of flexibly staffed Custodian I/II.
- b) Approve a 10% salary increase for the Wastewater Operator series effective with the first pay period following City Council approval.
- c) Approve the combining of the Information Systems Technician I and II into a single, flexibly staffed Information Systems Technician I/II.
- d) Approve one limited term Human Resources Technician I/II position through FY 2014-2015.

Prepared by:

Submitted by:

\_\_\_\_\_  
Amber Darrach  
Human Resources Analyst

\_\_\_\_\_  
Steven C. Kroeger  
City Manager

Reviewed by:

Department Head

\_\_\_\_\_

Finance

\_\_\_\_\_

City Attorney

\_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING THE DIRECTOR OF FINANCE TO AMEND THE SALARY SCHEDULE  
TO DELETE THE CUSTODIAL SUPERVISOR, CHANGE THE TITLE OF THE FACILITY  
MANAGER TO FACILITIES MAINTENANCE SUPERVISOR AND CREATE A FLEXIBLY  
STAFFED CUSTODIAN I/II POSITION WHILE RECLASSIFYING CUSTODIAN LEAD to  
CUSTODIAN II CLASSIFICATION.**

WHEREAS, the efficiency of governmental operations is of paramount concern to the City Council, City Management and taxpayers alike; and

WHEREAS, in support of the Public Works Department to more efficiently and effectively meet the needs for services to the citizens of Yuba City; and

WHEREAS, it is in the best interest of the City to establish salaries at levels that attract and retain quality employees.

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

**SECTION I.**

The Salary Schedule and Compensation Plan shall reflect the following salary adjustments and changes:

**DELETION:**

<b>JCN</b>	<b>TITLE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
6010	Custodial Supervisor	\$2,940	\$3,087	\$3,241	\$3,403	\$3,573
		\$16.96	\$17.81	\$18.70	\$19.63	\$20.61

**TITLE CHANGE WITH ADDITION OF FACILITIES MAINTENANCE SUPERVISOR:**

<b>JCN</b>	<b>TITLE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
From:						
6042	Facility Manager	\$4,590	\$4,820	\$5,061	\$5,314	\$5,580
		\$26.48	\$27.81	\$29.20	\$30.66	\$32.19
To:						
6042	Facilities Maintenance Supervisor	\$4,590	\$4,820	\$5,061	\$5,314	\$5,580
		\$26.48	\$27.81	\$29.20	\$30.66	\$32.19

RECLASSIFICATION:

JCN	TITLE	1	2	3	4	5
From:						
4082	Custodian Lead	\$2,800	\$2,940	\$3,087	\$3,241	\$3,403
		\$16.15	\$16.96	\$17.81	\$18.70	\$19.63
To:						
4082	Custodian II	\$2,800	\$2,940	\$3,087	\$3,241	\$3,403
		\$16.15	\$16.96	\$17.81	\$18.70	\$19.63

SECTION II.

The Custodian I and the newly created Custodian II shall be combined into a single, flexibly staffed Custodian I/II classification.

SECTION III.

The Director of Finance is hereby authorized to change the title of the Facility Manager to Facilities Maintenance Supervisor, add a Facilities Maintenance Supervisor position, delete the Custodian Supervisor, reclassify a Custodian Lead to a Custodian II, and flexibly staff the Custodian I and II. The Director of Finance is further authorized to establish each position, salary steps, and supplemental appropriations as outlined in the staff report and resolution.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 18<sup>th</sup> day of November 2014.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Kash Gill, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING THE DIRECTOR OF FINANCE TO AMEND THE SALARY SCHEDULE  
TO REFLECT A 10% SALARY INCREASE FOR THE WASTEWATER OPERATORS  
CLASSIFICATION**

WHEREAS, the efficiency of governmental operations is of paramount concern to the City Council, City Management and taxpayers alike; and

WHEREAS, in support of the Public Works Department to more efficiently and effectively meet the needs for services to the citizens of Yuba City; and

WHEREAS, it is in the best interest of the City to establish salaries at levels that attract and retain quality employees.

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

SECTION I.

The Salary Schedule and Compensation Plan shall reflect the following salary adjustments:

FROM:

JCN	TITLE	1	2	3	4	5
4166	Wastewater Treatment Facility Op. Trainee/I	\$3,564	\$3,742	\$3,929	\$4,125	\$4,331
		\$20.56	\$21.59	\$22.67	\$23.80	\$24.99
4235	Wastewater Treatment Facility Op. II	\$3,918	\$4,114	\$4,320	\$4,536	\$4,763
		\$22.60	\$23.73	\$24.92	\$26.17	\$27.48
4293	Wastewater Treatment Facility Op. III	\$4,506	\$4,731	\$4,968	\$5,216	\$5,477
		\$26.00	\$27.29	\$28.66	\$30.09	\$31.60

TO:

JCN	TITLE	1	2	3	4	5
4166	Wastewater Treatment Facility Op. Trainee/I	\$3,919	\$4,115	\$4,321	\$4,537	\$4,764
		\$22.61	\$23.74	\$24.93	\$26.18	\$27.49
4235	Wastewater Treatment Facility Op. II	\$4,310	\$4,526	\$4,752	\$4,990	\$5,239
		\$24.87	\$26.11	\$27.42	\$28.79	\$30.23

4293	Wastewater Treatment Facility Op. III	\$4,957	\$5,205	\$5,465	\$5,738	\$6,025
		\$28.60	\$30.03	\$31.53	\$33.10	\$34.76

SECTION II.

The Director of Finance is hereby authorized to increase the Wastewater Operators' salary by 10%. The Director of Finance is further authorized to establish the salary steps and supplemental appropriations as outlined in the staff report and resolution.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 18<sup>th</sup> day of November 2014.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Kash Gill, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING THE COMBINING OF THE INFORMATION SYSTEMS  
TECHNICIAN I AND II INTO A SINGLE, FLEXIBLY STAFFED  
INFORMATION SYSTEMS TECHNICIAN I/II**

WHEREAS, the efficiency of governmental operations is of paramount concern to the City Council, City Management and taxpayers alike;

WHEREAS, the City periodically evaluates changes in responsibilities and duties performed by employees subsequent to structural changes in the configuration of departments.

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

**SECTION I:**

The Information Systems Technician I and the II classification shall be combined into a single, flexibly staffed Information Systems Technician I/II classification.

**SECTION II:**

The Director of Finance is hereby authorized to add the supplemental appropriations as outlined in the staff report.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 18th day of November 2014.

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Kash Gill, Mayor

**ATTEST:**

\_\_\_\_\_  
Terrel Locke, City Clerk

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
APPROVING ONE LIMITED TERM HUMAN RESOURCES  
TECHNICIAN I/II POSITION IN THE HUMAN RESOURCES  
DEPARTMENT THROUGH FY 14/15**

WHEREAS, the efficiency of governmental operations is of paramount concern to the City Council, City Management and taxpayers alike;

WHEREAS, in support of our Human Resources Department and to more efficiently and effectively meet the needs of all City departments;

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

SECTION I:

The Human Resources Department is authorized one limited term Human Resources Technician I/II position through FY 14/15.

SECTION II:

The Director of Finance is hereby authorized to add the supplemental appropriations as outlined in the staff report.

The forgoing Resolution of the City Council of the City of Yuba City was duly introduced, passed and adopted at a regular meeting thereof held on the 18th day of November 2014.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Kash Gill, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Administration  
**Presentation By:** Darin Gale, Economic Growth & Public Affairs Manager

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**Summary**

**Subject:** Annual Report from the Downtown Yuba City Business Improvement District and Proposed Levy of Annual Assessment for 2015

**Recommendation:** Approve the Annual Report as filed, adopt a Resolution of Intention to Levy and Collect 2015 Annual Assessments, and set a public hearing for December 16, 2014

**Fiscal Impact:** None related to levy and collection of annual assessments.

---

**Purpose:**

To provide notice and opportunity for comment regarding the 2015 Assessment Levy for the Downtown Business Improvement District.

**Background:**

Pursuant to Chapter 9, Title 3 of the Yuba City Municipal Code, the Downtown Yuba City Business Association (DBA) has submitted its Annual Report. The report highlights accomplishments for the past year and identifies activities and improvements to be funded for the coming year. The boundaries of the District and the assessments to be collected are proposed to remain the same as last year.

Annually, renewal of the Downtown Business Association's Business Improvement District (BID) is accomplished in a two-part process. Tonight, is the first part with the adoption of a resolution declaring the City's intent to levy an assessment and ordering a public hearing. At the next meeting, the second part will be a public hearing and consideration of a resolution confirming the Annual Report and levying the assessments for 2015.

Revenue from the assessments levied in the BID is used to fund improvements and activities to promote the District. The types of activities to be funded include: Promotion of public events; promotion of tourism, and; activities that benefit businesses located and operating in the BID.

Members of the DBA will present the Annual Report to the Council. They will provide an overview of the past year and projections for the future. The key focus of the DBA is establishing a strong leadership structure and structuring a marketing campaign for the Downtown. Economic success of the downtown is a priority achieved through the combined efforts of all the businesses in the district.

This past year the DBA established three committees to improve the organization and they are as follows: Executive, Finance and the Marketing/Membership/Beautification Committee. The DBA is charged with carrying out the activities of the BID. The attached Annual Report outlines the accomplishments of each committee during the 2014 calendar year.

**Analysis:**

In the coming fiscal year, the DBA anticipates that it will collect approximately \$25,000 in assessments. This is based on collection information from the past years of the BID operations. Timely collection of assessments is improving, since the DBA contracted a bookkeeper to manage the billing and collection for the BID.

Anticipated Associate member contributions for the coming fiscal year are projected to be approximately \$6,000. Associate members represent a variety of interested parties outside the BID boundaries and are committed to the revitalization and success of downtown Yuba City.

The BID is crucial to the economic survival of the downtown merchants especially as our economy continues to improve. The assessment district's funds will market the downtown whereas some individual merchants would not be able to market on their own. The DBA is currently managing the marketing efforts for downtown and will continue to do so for the district and the future of the downtown. It is the expressed desire of the DBA that the BID assessments continue.

**Fiscal Impact:**

None related to levy and collection of annual assessments.

**Alternatives:**

- 1) Do not levy assessments.
- 2) Identify alternate funding source for Downtown improvements and activities.

**Recommendation:**

Approve the Annual Report as filed, adopt a Resolution of Intention to Levy and Collect 2015 Annual Assessments, and set a public hearing for December 16<sup>th</sup>, 2014.

**Prepared By:**

*/s/ Darin Gale*

Darin Gale  
Economic Growth & Public Affairs Manager

**Submitted By:**

*/s/ Steve Kroeger*

Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance  
City Attorney

RB  
TH

**Attachments:**

- Resolution of Intention to Levy Annual Assessment
- Annual Report from the Downtown Business Association

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY DECLARING  
ITS INTENTION TO LEVY AND COLLECT AN ANNUAL ASSESSMENT FOR  
CALENDAR YEAR 2015 IN THE DOWNTOWN YUBA CITY BUSINESS  
IMPROVEMENT DISTRICT AND SETTING A PUBLIC HEARING FOR  
DECEMBER 16, 2014**

**WHEREAS**, pursuant to the Parking & Business Improvement Area Law of 1989, California Streets & Highway Code Section 36500 et seq. (the "Act"), the City Council adopted Ordinance No. 06-98 which became effective on January 1, 1999, and

**WHEREAS**, pursuant to the Act and Section 3.9.020 of the Yuba City Municipal Code added by Ordinance No. 06-98, the City Council established a certain described parking and business improvement area named the Downtown Yuba City Business Improvement District ("District"); and

**WHEREAS**, pursuant to Section 3.9.030 of the Yuba City Municipal Code added by Ordinance No. 06-98, the City appointed the elected officers of the Yuba City Downtown Business Association to serve as an advisory board to the City Council (the "Advisory Board") and authorized the City to enter into an agreement with the Advisory Board to carry out the purposes of the Act and Chapter 9 of the Yuba City Municipal Code; and

**WHEREAS**, the Advisory Board has filed the Annual Report for calendar year 2014 with the City Clerk for consideration by the Yuba City City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF YUBA CITY  
DOES HEREBY RESOLVE, DETERMINE, AND FIND AS FOLLOWS:**

1. The recitals set forth herein are true and correct.
2. The City Council does, at the request of the Advisory Board, and pursuant to the Act, declare its intention to levy and collect assessments within the District for calendar year 2015.
3. Revenue from the assessments levied in the District shall be used to fund improvements and activities to promote the District. The types of activities to be funded include promotion of public events in the District, promotion of tourism within the District, and activities that benefit businesses located and operating in the District.
4. The 2014 Annual Report contains a full and detailed description of the improvements and activities to be provided for in calendar year 2015, the boundaries of the District and boundaries of each separate benefit zone within the District, and the proposed assessments to be levied upon the businesses within the area. A true and correct copy of the Annual Report is on file with the City Clerk of the City of Yuba City.
5. A public hearing to levy the annual assessment is hereby set for Tuesday, December 16, 2014, at 6:00 p.m. before the City Council of the City of Yuba City at the City Council Chambers located at 1201 Civic Center Boulevard, Yuba City, California.

6. At the public hearing the testimony of all interested persons, for or against the levying of the proposed assessment will be heard. A protest against the levying of the proposed assessment may be made orally or in writing. An oral protest shall be made at the public hearing. The form and manner of protests must comply with Sections 36524 and 36525 of the Act.
7. If at the conclusion of the public hearing, there are of record, valid written protests by the owners of the businesses within the District that will pay fifty percent (50 percent) or more of the total assessments of the entire District, no further proceedings, to levy the proposed assessment shall be taken for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council.
8. Further information regarding the Downtown Yuba City Business Improvement District may be obtained from the City Clerk of the City of Yuba City at 1201 Civic Center Boulevard, Yuba City, California, and from the President of the Yuba City Downtown Business Association, LeeAnn Cimino, at Sutter Community Bank, 700 Plumas Street, Yuba City, California.
9. The City Clerk is instructed to provide notice of the public hearing by publishing this Resolution of Intention in a newspaper of general circulation in the City of Yuba City no less than seven (7) days before the hearing.
10. This Resolution is effective on its adoption.

**I HEREBY CERTIFY** that the foregoing resolution was introduced and read at a Regular Meeting of the City Council of the City of Yuba City on the 18<sup>th</sup> day of November, 2014, and was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

---

Kash Gill, Mayor

ATTEST:

---

Terrel Locke, City Clerk

Yuba City  
Downtown Business  
Association

Annual Report  
2014



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PLUMAS STREET  
SHOPPING DISTRICT

November 5, 2014

Mayor Gill  
City of Yuba City  
1201 Civic Center Blvd  
Yuba City, CA 95993

Dear Mayor Gill and Members of the City Council,

The Yuba City Downtown Business Association (DBA) has had what we consider another successful year. Last year we mentioned many transitions; this year we are proud to report, just the opposite, consistency – or better said, improved consistency.

We have continued to contract with Hannaford Consulting for coordinating the day-to-day operations of the DBA; however, Donna is so much more than that! She has proved to an invaluable member of the team by redesigning our website, launching our social media presence and improving communication with our members.

We continued our efforts to offer entertainment to not only the Yuba-Sutter community but also increased the notion of "It all happens on Plumas Street" to residents of surrounding counties! Our Christmas and Summer strolls are designed to both, bring people downtown to promote the street and provide a free community event; both a success. The last two strolls, and upcoming "Santa's Village" Christmas Stroll, are managed by an events committee, strongly lead by Chairperson Fotine HalikasKopriva, along with the help of our coordinator Donna Hannaford. We inaugurated a weekly Certified Farmers Market, on Thursday nights, during the spring to early fall months. This complemented the once monthly "Twilight Thursday" where the public can enjoy free music and the beautiful ambiance our downtown offers. Our goal for this next season is to combine them and have music and other events every Thursday night.

Our Marketing Committee, led by chairperson, Terri Tomlinson continued the efforts to improve strong communication and commitment from and for our members. Increased social media and commercial advertising were just a few of the accomplishments of this committee.

We are ever so fortunate to have a strong, enthusiastic and dedicated board. This year we added four new board members that are passionate for the success of our members.

I want to thank all the board members for their sustained passion in supporting the continued successes of our vibrant downtown. I am hopeful we will continue the momentum.

The Downtown Business Association is always grateful for the continued support of the City Council and City Staff; we could not have been as successful without your enthusiasm.

Sincerely,



Lee-Ann Cirrino  
President, Yuba City Downtown Business Association

**To:** Honorable Mayor and members of the City Council

**Cc:** Steven Kroeger, City Manager

**From:** Board of Directors – Yuba City Downtown Business Association

**RE:** Annual Report – Fiscal Year 2014

**Date:** November 5<sup>th</sup>, 2014

1. **NAME:** Yuba City Downtown Business Association
2. **FISCAL YEAR:** January 1, 2014 to December 31, 2014
3. **BOUNDARY/ZONE CHANGES:** None  
(See existing boundaries on Exhibit A)
4. **ACCOMPLISHMENTS OF YUBA CITY DOWNTOWN BUSINESS ASSOCIATION DURING 2014**  
(See Exhibit B)
5. **LIST OF 2014-15 YCDBA DIRECTORS AND COMMITTEE MEMBERS**  
(See Exhibit C)
6. **PROPOSED IMPROVEMENTS AND ACTIVITIES (FY 2015)**  
(See Exhibit D)
7. **ESTIMATED COST OF IMPROVEMENTS AND ACTIVITIES (FY 2015)**  
(See Annual Budget on Exhibit E)
8. **AMOUNT OF SURPLUS/DEFICIT REVENUES TO BE CARRIED OVER FROM FY 2014-2015**  
(See Annual Budget on Exhibit E)
9. **ESTIMATED REVENUES (FY 2015)**  
(See Annual Budget on Exhibit E)
10. **BASIS OF ASSESSMENT (FY 2015)**  
(See Self-Computation Form for Assessment Fees on Exhibit F)

EXHIBIT A

Yuba City - Downtown Plumas Street Area



## EXHIBIT B

### **2014 Accomplishments of the Yuba City Downtown Business Association**

#### **Mission of the Organization:**

*The mission of the Yuba City Downtown Business Association is to preserve, promote and encourage aspiring businesses and provide a safe, clean center of culture and community life for residents and visitors alike.*

#### **Executive/Finance Committee Accomplishments for 2014**

- **City of Yuba City**
  - Attended City Council meetings when issues of downtown are on the agenda. A representative from the DBA Board would present to the Council when necessary. Updated members of the association as needed to items pertaining to the downtown via email, newsletter and direct mail.
  - Presented Annual BID Renewal Report in November 2013
- **Community Involvement**
  - April
    - Twilight Thursday (monthly through November) Shopping, live music and an artist reception at The Theater Gallery
  - May
    - Yuba City Downtown Certified Farmers Market-Thursdays
    - Teegarden House Event Center Vendor Faire-Thursdays
  - June
    - Yuba City Downtown Summer Stroll, free community event
  - November
    - Holiday Preview as the final "Twilight Thursday" of the year
  - December
    - "Santa's Village" Christmas Stroll, free community event
- **Memberships**
  - Yuba-Sutter Chamber of Commerce
- **DBA**
  - DBA President Lee Ann Cimino keeping the organization moving forward
  - Maintained active Board of Directors and active committees
  - Contracted with Hannaford Consulting, through October 2015, to take over administrative/events coordinator duties
  - The Board now meets 3 times monthly, outside the normal board meeting, primarily for the purpose of individual committee strategy planning-Executive/Marketing/Events

## EXHIBIT B

### **Finance**

**Function of the Finance Committee:** To monitor collection/billing of BID Assessments and review expenditures of the DBA.

#### **Accomplishments 2014**

- The DBA Board members voted to strictly enforce collections of member dues as per the Bylaws, due in January with unpaid accounts being sent to collections within 60 days. Board members contacted each business within the district, handing out new member packets and explaining the new policies
- As a result of the above change to dues collection, the number of businesses in arrears has been drastically reduced and DBA revenues have increased.
- Partnership with the City handing out information on the BID along with the issuance of the Business License for business owners in the BID on Plumas Street
- Established 2015 Budget with the assistance of the bookkeeper

#### **Events Committee's Accomplishments for 2014**

**Function of the Events Committee:** To manage and successfully produce the signature events for Downtown

- This event was managed entirely by the Downtown Business Association, with the assistance of Donna Hannaford as DBA Coordinator. The event took place on December 14<sup>th</sup>, 2013, from 2-9pm and included a Christmas Tree Decorating contest, the 6<sup>th</sup> annual gingerbread house competition, free entertainment, kids zone, Christmas Parade and Official Downtown Tree Lighting ceremony, pictures with Santa and more. A total of 136 vendors participated, which resulted in a very successful, community event
- 
- Christmas Stroll**
- This event was managed by the Downtown Business Association with the assistance of Donna Hannaford as DBA coordinator. The event took place Saturday, June 21<sup>st</sup>, from 2-9pm and featured a "Treasure Island" pirate theme. Vendor participation was down, with only 79 vendors. There were 4 stage areas of entertainment, the Beer Garden sponsored by The Happy Viking, "Kraken Kid's Zone" featuring a Kraken inflatable slide, free pirate photos and a Treasure Hunt, and numerous other activities provided throughout the day. Attendance was down and was attributed to the California Chrome event 2 weeks prior, in addition to numerous other local events on the same day
- 
- SUMMER STROLL**
- The DBA has brought a new Certified Farmers Market to the downtown, managed by the DBA Coordinator Donna Hannaford. The focus of the market was to bring farm fresh produce directly to the community on Thursday nights. The market averaged 150 shoppers weekly throughout the summer, spending approximately \$20,000 with our local farmers. The overall consensus of market attendees and vendors was that they enjoyed the Thursday night market and are looking forward to next year.

## EXHIBIT B

### Marketing/Membership/Beautification Committee Accomplishments for 2014

**Function of the Marketing Committee:** To develop and create marketing and branding for Downtown as a destination along with events

- **Downtown Marketing**
  - DBA Committee decided on the following Marketing Plan:
  - ✓ Continue to manage content internally on Website
  - ✓ Monthly Plumas Street page in the Appeal-Democrat, prominent advertising for signature Stroll events
  - ✓ Increase social media presence on Facebook/YouTube/Pinterest, promoting individual businesses, specials and the events
- **Wi Fi**
  - Due to the increase in merchants having their own WiFi access and the various signals overriding the DBA provided WiFi, the Board voted to discontinue the service.
- **Directories**
  - 2014 Participating Member directory reprinted and distributed in May

**Function of the Membership Committee:** To welcome new merchants, and recruit Associate Members, to the DBA and to keep the entire membership informed as to the activities of the Board/Committees on behalf of the Business Improvement District. The Membership Committee has been merged with the Marketing Committee.

- **Associate Members**
  - The DBA has 19 Associate Member businesses. These are businesses that are not located downtown, however want to be a part of, and show their support, for the downtown district. The following are DBA Associate Members:
    - Cal-Yuba Investments
    - City of Yuba City
    - Express Employment Professionals
    - Gold Country Bank
    - Meagher & Tomlinson
    - Patricia Phillips E.A
    - Recology Yuba-Sutter
    - Results Radio
    - Sutter North Medical
    - The Cookie Tree
    - Twin Rivers Polaris
    - Wheeler Chevrolet
    - Yuba Sutter Chamber of Commerce
    - AAA
    - Huckins Family Trust
    - Holycross Memorial Services
    - The Crave, Gourmet Gifts
    - Jessica Coggins, Damsel-In-Defense

- **Annual Meeting**

The meeting was held at the Teegarden House Event Center, 731 Plumas Street on Wednesday, July 9<sup>th</sup>, 2014. Thank you Mayor Kash Gill for addressing the meeting along with swearing in the new 2014-2015 DBA Board members. Also, we would like to thank the other City Council members who attended the annual meeting.

## EXHIBIT B

- **Welcome Packages**
- Provided New Business Welcome Packages to new merchants in the District. This included information on the Business Improvement District, City information and small business information.
  
- 10 new businesses were welcomed in 2014
  - Anderson Sports Unlimited
  - Black Heart Tattoo Studio & Art Gallery
  - CC Cellar & Sudz
  - Fabulous Finds2
  - New Wave Hearing Aid Center
  - Oro Jewelry & Loan
  - Pick-A-Peck Kitchens
  - Royal Jewelers
  - Squeeze Inn
  - Sutter Buttes Brewing
  
- The merchants that closed, relocated or retired during 2014:
  - Bali Winery-relocated
  - D'Michael's Insurance-closed
  - Firecat Smoke Shop-closed
  - Fotine's Simply Greek Café-closed
  - Guns & Ammo Outlet-retired
  - Lost Soul Tattoo-relocated
  - Native Skate Shop-closed
  - Skinsations-closed
  - Smokin' Joe's-closed
  - The Spur-closed
  - The Town Pump-closed
  - Valley Truck & Tractor-relocated

**Function of the Beautification Committee:** To monitor the appearance of Downtown and take action to ensure cleanliness.

- Report to the Police Department on graffiti related incidents in Downtown
- Report abandoned shopping carts left in Downtown to legal owners
- Worked with the City to have the palm trees trimmed
- Planting the flower bowls twice a year
- Secured a maintenance contract with Arbor and Trowel Maintenance to maintain the flower bowls and sidewalk plantings for weeds and trimming once a month for year. Trying to obtain commitment from Commercial Landscaper to maintain at no charge for sponsorship.
- The "Adopt a Bowl" fundraiser to finance the maintenance on the flower bowls received donations from the following businesses:
  - Crosspointe Christian Books & Gifts
  - Gibbs Group
  - Grocery Outlet
  - Holycross Memorial Services, Inc.
  - Huckins Building
  - Meagher & Tomlinson/Karen Tabler
  - Milani Optical
  - Rose Insurance Agency

## EXHIBIT B

- Sutter Community Bank
- Sutter Orchard Supply
- Sutter Performing Arts Association
- The Cookie Tree
- Valley Truck & Tractor

### **Downtown Coordinator Accomplishments for 2014**

The Downtown Business Association has renewed the contract with Donna Hannaford (Hannaford Consulting) as an independent contractor, to handle the DBA coordinator duties.

**Function of the Downtown Business Association Coordinator:** To manage the day to day operations of the DBA office and assist the events committee with all events for downtown.

### **Accomplishments 2014**

- Continues to update the City Sign at 439 Center St with information regarding the City and Downtown
- Compiled and prepared the DBA Annual Report to the City Council
- Preparation for Board meetings, notifying all via email
- Manage a database with all merchant information
- BID billings: Assist book keeper with the monthly BID billing
- Assist and sometimes facilitate committee meetings
- Manage computer and other office machines for DBA office
- Maintained filing system for all DBA correspondence
- Conduct the election for DBA Board members
- Designed & regularly update new DBA website
- Increase DBA social media presence/advertising via Facebook/YouTube/Pinterest
- Handle and resolve compliant calls about events and occasional merchants
- Communication one on one, mail, email and phone with the merchants; distribution of information for events and Board meetings
- Manage Associate Membership database
- Provided welcome packages for new merchants to Downtown
- Maintain a business resource of information for new merchants
- Attend City Council meetings, supporting downtown issues
- Manage accounts receivable for the BID and events
- Establish detail merchant profile
- Coordinate other aspects of the events downtown: (vendor application, sponsor application, managing vendors, accounts receivable/payable, book entertainment, coordinate street closure, public works, marketing, radio, newspaper, poster and flyers
- Coordinate/manage new Downtown Certified Farmers Market

EXHIBIT C

**List of 2014 Directors and Committee Members of the Yuba City  
Downtown Business Association**

**2014-2015 YCDBA Officers**

President – LeeAnn Cimino, Sutter Community Bank  
Vice President – Joe Federico, The Happy Viking  
Treasurer – George Selland, Rose Insurance Agency, Inc.  
Secretary – Angela Butler, Milani Optical

**2014-2015 YCDBA Board of Directors**

George Barlow ~ The Crave, Gifts & More  
Cashalyn Gilliss ~ Crosspointe Christian Books & Gifts  
Fotine HalikasKopriva ~ Fotine's Simply Greek Café  
David Holycross ~ Holycross Memorial Services, Inc.  
Glenn Merdan ~ Sutter Buttes Brewing  
Cindy Paine ~ Teegarden House Event Center  
Alison Robinson ~ The Theater Gallery  
Terri Tomlinson ~ Sutter Performing Arts Association  
Kenneth Wood ~ New Wave Hearing Aid Center

**2014-2015 YCDBA COMMITTEE CHAIRS AND MEMBERS**

**Executive/Finance**

Chair - LeeAnn Cimino, *Sutter  
Community Bank*  
Joe Federico, *The Happy Viking*  
George Selland, *Rose Insurance Agency*  
Angela Butler, *Milani Optical*  
Patty Phillips, *Book keeper*

**Events**

Chair – Fotine HalikasKopriva, *Fotine's  
Simply Greek Cafe*  
George Barlow, *The Crave Gifts & More*  
Angela Butler- *Milani Optical*  
LeeAnn Cimino-*Sutter Community Bank*  
David Holycross, *Holycross Memorial  
Services, Inc.*  
Glenn Merdan-*Sutter Buttes Brewing*  
Cindy Paine-*The Teegarden House*  
Terri Tomlinson-*SPAA*  
Ken Wood, *New Wave Hearing Aid  
Center*  
Donna Hannaford, *DBA Coordinator*

**Marketing/Beautification/Membership**

Terri Tomlinson-Chair, *SPAA*  
George Barlow-Co Chair, *The Crave*  
Lee Ann Cimino, *Sutter Community  
Bank*  
Cashalyn Gilliss, *Crosspointe Books &  
Gifts*  
Joe Federico, *The Happy Viking*  
Glenn Merdan, *Sutter Buttes Brewing*  
Alison Robinson, *The Theater Gallery*  
Donna Hannaford, *DBA Coordinator*

## Exhibit D

### **Yuba City DBA Board Strategic Planning Session** **Thursday, August 21<sup>st</sup>, 2014, 9:00 - 12:00**

#### Attendees:

Lee Ann Cimino	Sutter Community Bank
Joe Federico	The Happy Viking
George Barlow	The Crave, Gifts & More
Cindy Paine	Teegarden House Event Center
Alison Robinson	The Theater Gallery
Terri Tomlinson	Sutter Performing Arts Association
Glenn Merdan	Sutter Buttes Brewing
David Holycross	Holycross Memorial Services, Inc.
Fotine HalikasKopriva	Fotine's Simply Greek Café
Ken Wood	New Wave Hearing Aid Center

LeeAnn facilitated the planning session, and presented the agenda for the day.

**Mission Statement:** *The mission of the Yuba City Downtown Business Association is to preserve, promote and encourage aspiring businesses and provide a safe, clean center of culture and community life for resident and visitors alike.*

It was concluded that the mission statement is still appropriate and that our goals for the remainder of meeting would follow the mission.

#### **History:**

Ms. Cimino and Ms. Paine led the board through a brief history of the DBA; the key facets are as follows:

##### Mid 70's

- Group of business owners organized a volunteer group
- Don Covey of Yuba City Florist led the group to.....
  - Business Improvement District – 1999-2001
    - Mutual Benefit Corporation, to promote the economic development of the downtown area of Yuba City
    - Takes a majority vote of business owner to get in place
    - Places the trust upon a Board of Directors
    - Requires City to approve each year

##### Street Scape

- City became much more involved
- Hire coordination for communication
- Lots of handshake agreements
- Redevelopment gave \$34k

##### Staffing Transitions

- Judy Sanchez – Partnership with City – Then Staff
- Greg Erwin – Partnership with Chamber
- Donna Hannaford – Independent Contractor

##### PBID – Visited a few times:

- A means to have property owners pay into similar origination
- Requires majority vote of property owners

## Exhibit D

- Larger base for dollars
  - Provide more services
    - Security
    - Signage
    - Maintenance
- Strolls
- Signature Events for many years, Harvest Festival
  - Managed
    - Volunteers
    - Paid Management
    - Coordinator (paid %)
    - Chamber partnership
    - Committee

### Various Committees were utilized

- Marketing
- Events
- Beautification
- Membership
- Parking
- Economic Development
- Executive/Finance

Now condensed to just three

### Committee Reports:

Each committee chair-person gave a brief overview of their committee structure, goals and accomplishments for the prior year.

Marketing – Consisted of four board members who were tasked with both marketing issues and beautification items. Major accomplishments noted were:

- A complete redo of the website, increasing Facebook presence/traffic and utilization of on-line advertising.
- Updated directory reprint distributed to motels, BAFB, Chamber of Commerce, regional business; made available for the California Chrome Event. Will be reprinted bi-annually to save costs, unless needed sooner as determined by business changes.
- Twilight Thursday rollout and reintroduction on the Holiday Preview event in November.
- Successfully collaborated with YC Public Works Department to resolve Plumas Street palm tree pruning/debris issues.
- Coordinated between Plumas merchants and the Appeal Democrat to promote “Plumas Page” advertising; utilized this venue to promote DBA messages out to the community.
- Increased flower bowl promotion efforts; redesigned the sponsor signs to improve visibility.
- Renegotiated streetscape landscape contract for a 50% savings to the DBA.
- Improved DBA to merchant communication with personal contact by board members, informational letters, and group walk “abouts” (at least 4 times annually).
- Marketing members attended community outreach meetings to raise awareness of homeless/vagrancy impact on Plumas Street; communicated info to merchants along with suggestions for reducing the negative issues.

## Exhibit D

- Began the process to increase advertising/seasonal decorating capabilities on the street with light pole banners (a prototype bracket/arm has been ordered with scheduled delivery for assessment middle of September).

Events – Consisted of three board members, and other volunteers who were tasked with promoting events in downtown. Major accomplishments noted were:

- Thursday Certified Farmers Market roll-out
  - Purchased equipment, rather than renting
- Continued the Twilight Thursday events
- Profitable Christmas and Summer Strolls / by Volunteer Board members & committee
  - No paid promoter or organization
  - Increased and improved Electrical capacity of outlets on the street with the assistance of the City of Yuba City, giving us the ability to allow more entertainment on the street requiring electricity
  - Increased entertainment features
  - Increased attendance
  - Improved quality of vendors
  - Improved diligence of vendor requirements
  - Increased community involvement with “block captain” approach
  - Block Captains are non-profit groups in our community, receiving a stipend for working
  - Gives Block Captain Non-Profit groups opportunity to let the community know who and what they do
- Assisted City with “Chrome” event logistics

Executive – Consisted of four board members were tasked business issues of the DBA. Major accomplishments noted were:

- Replaced Coordinator
- Secured new office location
- Established budget
- Annual Report to the City

### **Strengths, Weaknesses, Opportunities, and Threats (SWOT):**

Rather than starting from scratch we agreed to revisit our prior SWOT analysis, by adding and removing items. The final SWOT from this meeting is as follows:

<u>Strengths</u>	<u>Weaknesses</u>
<ul style="list-style-type: none"> <li>• 5 Block Beautiful Amphitheater</li> <li>• Summer and Christmas Stroll</li> <li>• Streetscape, it’s a beautiful street</li> <li>• Committed DBA Board</li> <li>• Staff Person</li> <li>• Upgrading storefronts</li> <li>• DBA existence</li> <li>• Energy in this room</li> <li>• City still committed to Downtown</li> <li>• Dedicated Members</li> </ul>	<ul style="list-style-type: none"> <li>• Apathy</li> <li>• No commitment from merchants (except who is in the room)</li> <li>• Funding sources, Money</li> <li>• Lack of merchant involvement</li> <li>• Perceived parking problem</li> <li>• Advertising &amp; coordinating</li> <li>• Lack of consistent advertising</li> <li>• Merchants don’t know each other</li> <li>• Cleaning in front their stores</li> </ul>

## Exhibit D

<ul style="list-style-type: none"> <li>• DBA is the only Business/Merchant Organization in the City and the City respects that</li> <li>• Building façade</li> <li>• DBA is stronger</li> <li>• Beautiful Downtown</li> <li>• Major City endorsement</li> <li>• Rent is reasonable</li> <li>• Quaint</li> <li>• Historic</li> <li>• Cool little shops</li> <li>• Support of the Economic Development Department</li> </ul>	<ul style="list-style-type: none"> <li>• Business mix</li> <li>• Some of the surrounding residential area</li> <li>• Inability to be cohesive</li> <li>• Poorly maintained buildings</li> <li>• Crime</li> <li>• Vagrancy issues</li> <li>• Shops have too short hours</li> </ul>
<p><b><u>Opportunities</u></b></p> <ul style="list-style-type: none"> <li>• 334 Days of the year, unused #</li> <li>• 360 Days of good weather</li> <li>• Multi-Cultural</li> <li>• Events - more regular monthly and concerts #</li> <li>• Getting to merchants one on one #</li> <li>• Bring merchants into the events and committees</li> <li>• Grow due to vacancy</li> <li>• Improve downtown image</li> <li>• Destination</li> <li>• Networking outside downtown</li> <li>• Room to grow</li> <li>• Make new friends</li> <li>• Make money</li> <li>• You make a difference</li> <li>• Partnership with neighbors fellow merchants</li> <li>• Theater remodel</li> <li>• New events - senior days, something weekly #</li> <li>• Business recruitment within City (bring local businesses downtown)</li> <li>• Small town - still room to grow</li> <li>• Core group</li> <li>• Grants more money</li> <li>• Group to "shop local"</li> <li>• Group participate City Council</li> <li>• Business mix - gallery, clothing, gift shop</li> <li>• Places for people to browse</li> <li>• Utilize "downtown" as Malls are referring</li> </ul>	<p><b><u>Threats</u></b></p> <ul style="list-style-type: none"> <li>• Vandalism/graffiti</li> <li>• Economy, while improving, still slow</li> <li>• Local perceptions - drive across river</li> <li>• Homeless people, transients</li> <li>• Failure of PBID</li> <li>• Vacancies</li> <li>• Tenant choice</li> <li>• Apathy</li> <li>• No more City funding</li> <li>• Underused – downtown</li> <li>• Vagrancy issue</li> <li>• Non-participation of merchants</li> </ul>

## Exhibit D

<p>or changing themselves to downtowns</p> <ul style="list-style-type: none"><li>• Signage</li><li>• Shop owners to buy into downtown</li><li>• Potential</li><li>• “Simple” events #</li><li>• “You Bring The Fun”</li></ul> <p># progress on taking advantage of the opportunity noted</p>	
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The Board members remarked that much progress has been made on reducing prior threats and weaknesses from prior years as well as advancement on opportunities.

### Goals and Committee Structure:

The remaining of the meeting surrounded discussion of committee structure and goals. While many goals were discussed and crossed over many areas we attempted to sort them by the committee structure.

#### Events

- Structure strolls/events so there is consistency
- Change look & feel of summer stroll such as craft beer, music food festival
- Move/Allow taste of Yuba/Sutter to downtown
- At least 6 large downtown events per year (close Plumas Street)
- Bathrooms and tables only on side streets / no bands on side streets
- Bands every Thursday
- Tribute to “Signing Johnny”
- More participation from Board members on stroll days (2 hour shift)
- Create weekly Thursday night event
- Continue Thursday Market adding a band every week
- Perfect the 2 strolls

#### Marketing

- Increased DBA Merchant communication such as quarterly walkabouts with 1 or 2 items of interest
- Continue Board/Business communication
- Evaluate sponsorships opportunities for bowls and lampposts
- Get merchants to stay open late on Thursdays
- Be known as the place to be on Thursdays
- Get associate members to also participate
- Cleanup day 2x per year
- More committee participation from board members and merchants
- Christmas decoration for this year
- Monthly coffee w/Cash type events for merchants
- Workshops to help merchants with marketing ideas, especially before strolls
- Shop Local Events
- Sutter Theater on its feet

## Exhibit D

### Executive

- 100% of dues pay for marketing
- Advocate with City to focus on downtown
- Understand best business mix
- Hire 24\*7 private security
- Market vacancies on website tailored to ideal businesses
- Hire/Secure coordinator

We agreed, while not all goals are necessary obtainable, each committee would evaluate and prioritize their goals. We then volunteered for committees.

Event chairpersons and committee members were identified as follows:

### Events

- Chairperson - Fotine HalikasKopriva
- Co-Chair – Ken Wood
- Glen Merdan
- Cindy Paine
- David Holycross
- Alison Robinson
- George Barlow
- Lee-Ann Cimino

### Marketing

- Chairperson – Terri Tomlinson
- Co-Chair - George Barlow
- Joe Federico
- Alison Robinson
- Glen Merdan
- Lee-Ann Cimino
- Cashalyn Gillis

### Executive

- Chairperson – Lee-Ann Cimino
- Joe Federico
- Angela Butler
- George Selland

**AMOUNT OF SURPLUS/DEFICIT REVENUES TO BE CARRIED OVER  
FROM FY 2014-2015**

(See Attached Budget Report)

**ESTIMATED REVENUES FY 2015**

(See Attached Budget Report)

**ESTIMATED COST OF IMPROVEMENTS AND ACTIVITIES FY 2015**

(See Attached Budget Report)

9:25 AM

11/03/14

Cash Basis

**Yuba City Business Improvement District**  
**Profit & Loss by Class**  
 January 1 through November 3, 2014

	2014 Summe...	2014 Xmas S...	Association	Beautification	Farmer's Mkt	TOTAL
<b>Ordinary Income/Expense</b>						
Income						
Associate Member Dues	0.00	0.00	6,241.61	0.00	0.00	6,241.61
BID Dues	0.00	0.00	29,153.24	0.00	0.00	29,153.24
Event - Sponsorships	12,350.00	10,450.00	0.00	0.00	6,900.00	29,700.00
Event - Vendor Booths	9,050.00	4,375.00	0.00	0.00	0.00	13,425.00
Income - DBA Special Eve...	4,407.00	0.00	0.00	0.00	2,720.00	7,127.00
Income - Miscellaneous S...	0.00	0.00	3,536.66	0.00	0.00	3,536.66
Sponsorships	0.00	0.00	0.00	1,837.50	0.00	1,837.50
<b>Total Income</b>	<b>25,807.00</b>	<b>14,825.00</b>	<b>38,931.51</b>	<b>1,837.50</b>	<b>9,620.00</b>	<b>91,021.01</b>
<b>Gross Profit</b>	<b>25,807.00</b>	<b>14,825.00</b>	<b>38,931.51</b>	<b>1,837.50</b>	<b>9,620.00</b>	<b>91,021.01</b>
Expense						
Advertising	2,883.79	50.00	130.00	0.00	36.62	3,100.41
Annual Membership Meeti...	0.00	0.00	100.00	0.00	0.00	100.00
Band & Entertainment Ex...	7,320.00	0.00	0.00	0.00	0.00	7,320.00
Bank Service Charges	11.48	0.00	30.00	0.00	0.00	41.48
Beautification / St Mtnc	0.00	0.00	0.00	2,710.38	0.00	2,710.38
Collection Fees & Expenses	0.00	0.00	99.75	0.00	0.00	99.75
Dues and Subscriptions	0.00	0.00	325.00	0.00	0.00	325.00
Equipment Rental	4,696.39	0.00	0.00	0.00	153.60	4,849.99
Event Expense	2,918.19	807.88	0.00	0.00	206.41	3,932.48
Insurance	0.00	103.20	2,324.18	0.00	195.59	2,622.97
Licenses and Permits	0.00	0.00	0.00	0.00	129.60	129.60
Maintenance	0.00	0.00	13.20	0.00	0.00	13.20
Marketing & Promotion	1,848.82	0.00	2,944.75	223.71	5,526.97	10,544.25
Office Supplies	0.00	0.00	1,090.81	0.00	32.23	1,123.04
Postage and Delivery	49.00	0.00	1.19	0.00	49.00	99.19
Printing and Reproduction	72.51	0.00	0.00	0.00	0.00	72.51
Professional Fees	1,356.00	0.00	23,266.00	0.00	2,394.00	27,016.00
Rent	250.00	0.00	2,172.00	0.00	1,400.00	3,822.00
Security	2,361.20	0.00	0.00	0.00	0.00	2,361.20
Small Claims Filing	0.00	0.00	1,122.50	0.00	0.00	1,122.50
Telephone Expense	0.00	0.00	790.34	0.00	0.00	790.34
Travel & Lodging	0.00	0.00	40.00	0.00	0.00	40.00
Web Page Expense	0.00	0.00	1,184.98	0.00	0.00	1,184.98
<b>Total Expense</b>	<b>23,767.38</b>	<b>961.08</b>	<b>35,634.70</b>	<b>2,934.09</b>	<b>10,124.02</b>	<b>73,421.27</b>
<b>Net Ordinary Income</b>	<b>2,039.62</b>	<b>13,863.92</b>	<b>3,296.81</b>	<b>(1,096.59)</b>	<b>(504.02)</b>	<b>17,599.74</b>
<b>Other Income/Expense</b>						
Other Income						
Interest Income	0.00	0.00	1.17	0.00	0.00	1.17
Reimbursed Expenses	0.00	0.00	8.00	0.00	200.00	208.00
Small Claims Cost Reimb	0.00	0.00	345.00	0.00	0.00	345.00
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>354.17</b>	<b>0.00</b>	<b>200.00</b>	<b>554.17</b>
Other Expense						
Franchise Tax	0.00	0.00	10.00	0.00	0.00	10.00
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>10.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10.00</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>344.17</b>	<b>0.00</b>	<b>200.00</b>	<b>544.17</b>
<b>Net Income</b>	<b>2,039.62</b>	<b>13,863.92</b>	<b>3,640.98</b>	<b>(1,096.59)</b>	<b>(304.02)</b>	<b>18,143.91</b>

Yuba City Downtown Business Association

Expected Annual Dues

For the Year 2015

Member Name	Type	Amount	DBA Members	Associate Members
AAA Insurance	Associate	350.00		350.00
Acambaro Bakery	Retail, Restaurant	385.00	385.00	-
Alcoholics Anonymous-Waived	Professional	-	-	-
Anderson Sports Unltd.	Retail, Restaurant	385.00	385.00	
Another Level Athletic	Retail, Restaurant	385.00	385.00	
Barefoot Massage	Retail, Restaurant	180.00	180.00	-
BFS Printing	Retail, Restaurant	385.00	385.00	-
Bird's Eye View	Retail, Restaurant	385.00	385.00	-
Black Heart Tattoo Studio	Retail, Restaurant	385.00	385.00	
Blush	Retail, Restaurant	385.00	385.00	-
Butler Cleaners & Laundry	Retail, Restaurant	385.00	385.00	-
Café Olivetti	Retail, Restaurant	560.00	560.00	-
Cal-Yuba Investments	Associate	350.00	-	350.00
CC Cellar & Sudz	Retail, Restaurant	385.00	385.00	
Chikara Sushi	Retail, Restaurant	385.00	385.00	-
Chuck Jones State Farm	Associate	350.00	-	350.00
Cilantro International Restaurant	Retail, Restaurant	180.00	180.00	-
City Café	Retail, Restaurant	560.00	560.00	-
Community Resource Services	Professional	350.00	350.00	-
Cookie Tree	Associate	350.00	-	350.00
Creative Interiors	Retail, Restaurant	385.00	385.00	
Crosspointe Christian Books & Gifts	Retail, Restaurant	385.00	385.00	-
Cupcake Magic	Retail, Restaurant	385.00	385.00	-
Daisy Chain Salon	Retail, Restaurant	180.00	180.00	
Damsel in Defense	Associate	350.00	-	350.00
Discoteca Vallarta	Retail, Restaurant	385.00	385.00	-
Don's Shoes	Retail, Restaurant	385.00	385.00	-
Ellis, DDS, James	Professional	350.00	350.00	-
Europa Gifts	Retail, Restaurant	385.00	385.00	-
Express Personnel	Associate	350.00	-	350.00
Fabulous Finds 2	Retail, Restaurant	385.00	385.00	
Frame Shop	Retail, Restaurant	180.00	180.00	-
Fremont-Rideout	Professional	180.00	180.00	-
Gaiser Pets Inc.	Retail, Restaurant	560.00	560.00	-
Gold Country Bank	Associate	350.00	-	350.00
Gotta Luv Books	Retail, Restaurant	385.00	385.00	-
Hair Productions	Retail, Restaurant	385.00	385.00	-
Happy Viking	Retail, Restaurant	735.00	735.00	-
Heart N Soul Tattoos	Retail, Restaurant	385.00	385.00	-
Holycross Memorial Services	Associate	350.00	-	350.00
Huckins Building	Associate	350.00	-	350.00
Integrated Health	Professional	180.00	180.00	-
Jerry's Auto Stereo	Retail, Restaurant	385.00	385.00	-
Joyeria & Novedades Espinoza	Retail, Restaurant	385.00	385.00	-
K Le Time	Retail, Restaurant	385.00	385.00	-
Korean Karate Academy	Retail, Restaurant	385.00	385.00	-
KV Nails	Retail, Restaurant	385.00	385.00	-
La Habana Rest.	Retail, Restaurant	180.00	180.00	
Lee's Canton Restaurant	Retail, Restaurant	180.00	180.00	-

Yuba City Downtown Business Association

Expected Annual Dues

For the Year 2015

Member Name	Type	Amount	DBA Members	Associate Members
Linda's Soda Bar	Retail, Restaurant	735.00	735.00	-
Lloyd's Barber Shop	Retail, Restaurant	385.00	385.00	-
McNally Appliance	Retail, Restaurant	560.00	560.00	-
Meagher & Tomlinson	Associate	350.00	-	350.00
Melissa Poma Hair	Retail, Restaurant	385.00	385.00	-
Milani Optical	Retail, Restaurant	385.00	385.00	-
New Wave Hearing Aid Center	Retail, Restaurant	385.00	385.00	-
Oro Jewelry & Loan	Retail, Restaurant	385.00	385.00	-
Obsidian Direct	Professional	350.00	350.00	-
Patricia Phillips EA	Associate	350.00	-	350.00
Pelton's Party Rental	Professional	560.00	560.00	-
Perrin - Preus Financial	Professional	350.00	350.00	-
Pick-A-Peck Kitchens	Retail, Restaurant	180.00	180.00	-
Posh Décor	Retail, Restaurant	385.00	385.00	-
Quality Consignments	Retail, Restaurant	385.00	385.00	-
Queen Penny Tires	Retail, Restaurant	180.00	180.00	-
Recology Yuba-Sutter	Associate	350.00	-	350.00
Results Radio	Associate	350.00	-	350.00
Righteous Ink	Retail, Restaurant	385.00	385.00	-
Robert Estrada Engineering	Professional	350.00	350.00	-
Rose Insurance Agency Inc	Professional	180.00	180.00	-
Royal Jewelers	Retail, Restaurant	385.00	385.00	-
Sassy Salon & Boutique	Retail, Restaurant	385.00	385.00	-
Sew So Shop	Retail, Restaurant	385.00	385.00	-
Shadd's Vacuum Service	Professional	180.00	180.00	-
Soccer City	Retail, Restaurant	385.00	385.00	-
Sopa Thai Cuisine	Retail, Restaurant	385.00	385.00	-
Squeeze Inn	Retail, Restaurant	285.00	285.00	-
Studio 622 and Salon	Retail, Restaurant	385.00	385.00	-
Subway	Retail, Restaurant	385.00	385.00	-
Sutter Buttes Brewing	Retail, Restaurant	285.00	285.00	-
Sutter Community Bank	Financial Institution	875.00	875.00	-
Sutter North Medical	Associate	350.00	-	350.00
Teegarden House Event Center	Retail, Restaurant	385.00	385.00	-
The Crave	Associate	350.00	-	350.00
Treasures and More	Retail, Restaurant	385.00	385.00	-
Twin Cities Floor Covering	Retail, Restaurant	385.00	385.00	-
Twin Rivers Polaris	Associate	350.00	-	350.00
United Country Sac Valley RE	Retail, Restaurant	180.00	180.00	-
Valley Fair Realty Co.	Professional	180.00	180.00	-
Wheeler Chevrolet	Associate	350.00	-	350.00
Wholesale Plus Furniture	Retail, Restaurant	385.00	385.00	-
Wilbur Ellis Company	Professional	180.00	180.00	-
Yuba City Florist Inc.	Retail, Restaurant	385.00	385.00	-
Yuba-Sutter Chamber of Commerce	Associate	350.00	-	350.00
Totals		\$ 33,790.00	\$ 27,490.00	\$ 6,300.00

Yuba City Downtown Business Association

Budget 2015

Year 2015

	Projected Budget	Staff & Association	Marketing /Beautification/ Membership Committee	Events Committee
<b>Association receipts:</b>				
BID dues - Estimated	\$ 27,490.00			
Associate member dues	6,300.00			
Collections on Delinquent Accts	2,000.00			
Income from Downtown Events	65,000.00			\$ 65,000.00
Beaufitication Fundraiser	1,800.00		1,800.00	
Redevelopment Contribution	.			
<b>Total association receipts</b>	<b>\$ 102,590.00</b>			<b>\$ 65,000.00</b>
<b>Association expenses:</b>				
Coordinators Office				
Bank service charges	\$ 30.00	\$ 30.00	\$ -	\$ -
Board training	-	-		
Bookkeeping expense & tax preparation	4,500.00	4,500.00		
Membership Dues	325.00	325.00		
Insurance	2,500.00	2,500.00		
Office supplies & computer supplies	1,200.00	1,200.00		
Postage and mailing costs				
Post Office box rental	62.00	62.00		
Postage & delivery	150.00	150.00		
Rent	2,100.00	2,100.00		
Telephone costs	960.00	960.00		
Marketing & promotion				
Directory reprint	-			
Website	-		-	
Commercial Marketing			10,000.00	
Signage				
Staff				
25 hours a week	23,400.00	23,400.00		
Non-profit status fees & costs				
Annual non-profit fees	25.00	25.00		
Franchise Tax Board fee	10.00	10.00		
Allowance for uncollectible dues	2,840.00	2,840.00		
Collections expense	450.00	450.00		
Expenses for Downtown Events	40,000.00			40,000.00
Beautification	2,500.00		2,500.00	
Event Funds Not Committed	-			-
<b>Total association expenses</b>	<b>\$ 81,052.00</b>	<b>\$ 38,552.00</b>	<b>\$ 12,500.00</b>	<b>\$ 40,000.00</b>
<b>Estimated Operation Gain (Loss)</b>	<b>21,538.00</b>			

## DISTRICT ASSESSMENT FORMULA

The Business Improvement District (BID) is a self-initiated business district funded by an annual assessment based on a formula developed by the Downtown Yuba City Business Improvement District Formation Committee. The assessments will be used to fund improvements and activities in the BID designed for economic stimulation and business enhancement for the business in the BID. The assessment formula is based on type, size and location of business in order to offer a fair and equitable charge for each business in the BID.

Business Type	Business Size Number of Employees		Annual Assessment Zone	
			A	B
Retail, Restaurant and Service	Small	1-4	\$385	\$180
	Medium	5-9	\$560	\$285
	Large	10 +	\$735	\$380
Professional Business			\$350	\$180
Lodging Business			\$560	\$285
Financial Business			\$875	\$725

**Retail, Restaurant and Service Businesses:** Includes businesses that buy and resell goods such as clothing stores, shoe stores, office supplies, businesses that sell prepared foods and drinks, general office, news and advertising media, printers, photographers, personal care facilities and outlets, contractors, builders, service stations, repairing and servicing businesses, renting and leasing businesses, utilities, vending machine businesses, household finance companies, theaters and entertainment-oriented businesses, and other similar businesses not otherwise defined in the other categories.

**Professional Business:** Includes attorneys, architects, accountants, engineers, surveyors, physicians, dentists, optometrists, chiropractors and others in a medical/health service field, consultants, real estate brokers, financial advisors, laboratories (including dental and optical), hearing aid services, artists and designers, and similar businesses.

**Lodging Businesses:** Includes inns, hotels, motels, RV parks, and other similar businesses.

**Financial Institutions:** Includes banks, savings & loans, credit unions, and similar businesses.

**Associate Members:** Businesses outside the BID boundaries that would like to participate will be charged.

**Note:** Retail and restaurant businesses will be assess on size which will be determined by number of employees, either full-time or the equivalent made up of multiples of part-time employees.

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Department of Public Works  
**Presentation by:** Diana Langley, Public Works Director

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**Summary**

**Subject:** Amendment 5 – Dry Year Water Purchase Program Agreement with the California Department of Water Resources

**Recommendation:** Adopt a resolution authorizing the Public Works Director to execute Amendment 5 to the Dry Year Water Purchase Program Agreement with the California Department of Water Resources for Water Supply from the Yuba County Water Agency

**Fiscal Impact:** Nonrefundable Annual Charge of approximately \$1,120. If City elects to request water through the Agreement, the cost ranges from approximately \$50 - \$350 per acre-foot depending on the type of year, e.g. wet year to consecutive dry years.

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**Purpose:**

To continue to participate in the Dry Year Water Purchase Program with the California Department of Water Resources for access to water supply from the Yuba County Water Agency.

**Background:**

On March 18, 2008, the City Council authorized the execution of the Dry Year State Water Project Purchase Agreement (Agreement) with the California Department of Water Resources (DWR) for water supply from the Yuba County Water Agency (YCWA). Prior to that, the City had been participating with other State Water Project (SWP) contractors (Contractors), the San Luis & Delta-Mendota Water Authority (SLDMWA), DWR and the U.S. Bureau of Reclamation to develop an agreement with YCWA for the long-term purchase of water from YCWA to DWR.

YCWA initiated a process, referred to as the Yuba Accord, to resolve issues associated with the operations of the Yuba River Development Project in a way that protects the lower Yuba River fisheries and local water supply reliability while providing revenues for local flood control projects, water to use for protection, restoration of Delta fisheries, and improvements in state-wide water supply management.

Under the Agreement, YCWA is to provide water to DWR for a period of 18 years and there are 4 components of water transactions:

1. Provide up to 60,000 acre-feet (af) of water to the Environmental Water Account for the first 8 years of the agreement.
2. Provide up to 70,000 af of water to DWR to augment Central Valley Project and SWP water supplies in the drier years.

- The last 2 components provide additional water supplies to Contractors and members of SLDMWA that have opted to purchase water from YCWA, with Component 4 water being for groundwater substitution.

The amounts of water available to Contractors after 2015 are subject to change, depending on the terms and conditions of any new FERC license that may be issued for the Yuba River Development Project.

In addition, for the Contractors, the Agreement incorporates the following principles:

- The Contractors will have a right to 50% of the total water provided by YCWA.
- The Contractors' share of the YCWA water will be treated as SWP water supply.
- DWR will offer the water to the Contractors on an "opt-in" basis.
- Water will be apportioned among the Contractors that opt-in based on their SWP Table A amounts.

In 2014, the City purchased 53 acre-feet of water under Components 2 and 3 listed above at a cost ranging from \$93.75-\$125 per acre-foot.

**Analysis:**

In order to continue to participate in the Agreement, the City must execute Amendment 5, which will set forth new pricing terms for water made available after September 30, 2015, and entitle the City to purchase Yuba Accord transferrable water through 2020.

**Fiscal Impact:**

The Yuba Accord Amendment 5 pricing is shown in the table below:

Table 1: Yuba Accord Amendment 5 Pricing

Year Type	Current Water Price Schedule		Proposed Water Price Schedule	
	Component 1/ Component 3 (\$ - per AF)	Component 2 (\$ - per AF)	Component 1/ Component 3 (\$ - per AF)	Component 2 (\$ - per AF)
Wet	25		50	
Above Normal	50		100	
Below Normal	75		150	
Dry	100	75	200	160
Critical	125	93.75	300	240
Consecutive Dry Years	125	93.75	350	280

As can be seen from the table above, the pricing is doubling for Component 1 and 3 water, and more than doubling for Component 2 water.

In addition, the City will be required to pay a fair share of an annual nonrefundable charge of \$350,000. Based on the City's allocation under the SWP, this equates to an annual cost of approximately \$1,120. This will be due regardless of whether or not the City chooses to purchase water through the program.

Staff recommends executing Amendment 5 to the Agreement. It provides the City with options to supplement water supplies.

**Alternatives:**

Do not extend the option to purchase Yuba Accord transferable water from 2016-2020.

**Recommendation:**

Adopt a resolution authorizing the Public Works Director to execute Amendment 5 to the Dry Year Water Purchase Program Agreement with the California Department of Water Resources for Water Supply from the Yuba County Water Agency.

**Prepared by:**

*/s/ Diana Langley*

Diana Langley  
Public Works Director

**Submitted by:**

*/s/ Steve Kroeger*

Steven C. Kroeger  
City Manager

**Reviewed by:**

Finance

RB

City Attorney

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RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY  
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE  
AMENDMENT 5 TO THE DRY YEAR WATER PURCHASE PROGRAM  
AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER  
RESOURCES**

WHEREAS, on March 18, 2008, the City Council authorized the execution of the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating State Water Project Contractors Under the Dry Year Water Purchase Program; and

WHEREAS, the City of Yuba City would like to continue to participate in the Dry Year Water Purchase Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City hereby authorizes the Public Works Director to execute Amendment 5 to the Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California to the Participating State Water Project Contractors Under the Dry Year Water Purchase Program.

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 18<sup>th</sup> day of November, 2014.

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Kash Gill, Mayor

ATTEST:

\_\_\_\_\_  
Terrel Locke, City Clerk

**STATE OF CALIFORNIA**

**THE RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES**

**AMENDMENT 5 TO THE  
AGREEMENT FOR THE SUPPLY AND CONVEYANCE OF WATER  
BY THE DEPARTMENT OF WATER RESOURCES  
OF THE STATE OF CALIFORNIA  
TO THE PARTICIPATING STATE WATER PROJECT CONTRACTORS  
UNDER  
THE DRY YEAR WATER PURCHASE PROGRAM  
SWPAO NO. 14-808**

THIS AMENDMENT 5 (Amendment) to the March 31, 2008 “Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California Under the Dry Year Water Purchase Program” (Participation Agreement, or Agreement) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014 pursuant to the provisions of the California Water Resources Development Bond Act, the State Central Valley Project Act, and other applicable laws of the State of California, between the Department of Water Resources of the State of California, herein referred to as “DWR,” and the City of Yuba City, a public agency in the State of California, herein referred to as the “AGENCY.” DWR and the AGENCY are herein referred to separately as the “Party” and collectively as the “Parties.” Unless otherwise provided in this Amendment, the definitions in the Agreement, the Yuba Water Purchase Agreement, and the exhibits to that agreement shall apply to this Amendment.

## RECITALS

- A. Under the December 4, 2007 “Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources” (Yuba Water Purchase Agreement), Yuba County Water Agency (Yuba) makes surface water available for delivery and purchase by DWR, some of which is made available through substitution of groundwater for surface flows that would otherwise be used by a number of water districts within Yuba County (Member Units).
- B. In 2007 and 2008, 21 State Water Project (SWP) Contractors and the San Luis & Delta-Mendota Water Authority (“AUTHORITY”) entered into agreements with DWR for the purchase and delivery of the water made available under the Yuba Water Purchase Agreement (cumulatively referred to as the Participation Agreements). The Participating SWP Contractors and the AUTHORITY are jointly referred to as “Participating Contractors”.
- C. In 2009, the parties to the Yuba Water Purchase Agreement executed the first amendment to the Yuba Water Purchase Agreement to address a technical reservoir refill accounting provision in Section 1 of Exhibit 2. DWR and the Participating Contractors executed conforming amendments (Amendment Number 1) to each of the Participation Agreements. This amendment is still in effect.
- D. In 2009 and 2010, the parties to the Yuba Water Purchase Agreement executed the second and third amendments to the Yuba Water Purchase Agreement to make groundwater substitution water available to DWR for purchase as Component 4 Water at mutually agreed upon pricing. DWR and the Participating Contractors executed conforming amendments to each of the Participation Agreements. Both the second and third amendments have since expired.
- E. On January 6, 2012, the parties to the Yuba Water Purchase Agreement executed the fourth amendment to the Yuba Water Purchase Agreement providing for annual pricing negotiations for surface flows made available from groundwater substitution. DWR and the Participating Contractors executed conforming amendments (Amendment Number 4) to each of the Participation Agreements. Amendment 4 expires on December 31, 2015.
- F. The term of the Yuba Water Purchase Agreement is through December 31, 2025, or when all obligations thereunder have been satisfied, whichever is later, unless it is terminated earlier.
- G. Under Section 15 of the Yuba Water Purchase Agreement, a new amendment is needed to establish prices for water made available after September 30, 2015.

- H. In accordance with Section 15 of the Yuba Water Purchase Agreement, DWR and Yuba, in coordination with representatives of the Participating Contractors, have negotiated a new pricing agreement that will be incorporated into the Yuba Water Purchase Agreement by the fifth amendment to that agreement. The fifth amendment reflects changes in market conditions since the initial pricing schedule was proposed in 2004, as well as amending other provisions of that agreement.
- I. In light of the new pricing agreement reflected in the fifth amendment to the Yuba Water Purchase Agreement, the parties to the Participation Agreements desire to amend their respective Participation Agreements to conform with changes made by that amendment. This fifth amendment to the Participation Agreement shall be referred to in this Amendment as "Amendment 5".

**AMENDMENT 5 to the Participation Agreement**

**Now Therefore**, the Parties hereby amend the Participation Agreement as follows:

**1. SECTION 1 , "DEFINITIONS", is amended as follows:**

**(a) By adding at the end the following new definition:**

“**Contributing Participating Contractor**” means any Participating Contractor that elects to contribute money towards the \$20,000,000 deposit for purchases of Water from Yuba as described in Section 25 of the Yuba Water Purchase Agreement.”

**(b) By amending the definition of Participating SWP Contractors to read as follows:**

“**Participating SWP Contractors**” means all SWP contractors that have executed a Participation Agreement, Amendment 1 conforming the Participation Agreement to the first amendment to the Yuba Water Purchase Agreement, and Amendment 5 conforming the Participation Agreement to the fifth amendment to the Yuba Water Purchase Agreement. However, a contractor that executes this Amendment 5 will not be considered a Participating SWP Contractor beyond December 31, 2020 if that contractor does not agree to amend its Participation Agreement prior to December 31, 2020.”

**(c) By amending the definition of Yuba Water Purchase Agreement by adding after “Exhibit A”: “, and as amended”.**

**2. EFFECTIVE DATE OF AMENDMENT**

Amendment 5 to the Participation Agreement shall take effect when all of the following have occurred: (i) execution by the Parties; (ii) execution of the same or substantively similar amendments by DWR and all other Participating Contractors that elect to participate beyond December 31, 2015; and (iii) execution of the fifth amendment to the Yuba Water Purchase Agreement by DWR and Yuba.

**3. SECTION 2, “TERM OF THE AGREEMENT”, is amended by adding at the end the following new subparagraphs :**

“B. Notwithstanding Subparagraph A, the Parties may terminate the Participation Agreement on December 31, 2020, if they fail to amend the Participation Agreement pursuant to Section 3.B.5 and as necessary to address amendments made to the Yuba Water Purchase Agreement regarding the quantity and pricing of Water to be made available by Yuba after September 30, 2020 pursuant to Section 15 of the Yuba Water Purchase Agreement.

C. Notwithstanding Subparagraphs A and B, the Agreement shall remain in effect beyond the termination dates set forth above to the extent required to enable the Parties to satisfy all payment and water delivery obligations then existing or outstanding at the time of termination.”

**4. CHANGES TO SECTION 3, “PURCHASED WATER”**

**a. Section 3.B.1.a, “COMPONENT 1 WATER”, is amended to read as follows:**

“a. For Component 1 Water that is accounted for as Purchased Water and made available to the AGENCY, the AGENCY will pay:

- i. \$50 per acre-foot in a Wet Year;
- ii. \$100 per acre-foot in an Above Normal Year;
- iii. \$150 per acre-foot in a Below Normal Year;
- iv. \$200 per acre-foot in a Dry Year, except as provided in subsection vi;
- v. \$300 per acre-foot in a Critical Year, except as provided in subsection vi;
- vi. \$350 per acre-foot in two or more consecutive Final Classification Dry Years (or a Dry Year following a Critical Year) or in two or more consecutive Final Classification Critical Years.
- vii. Notwithstanding subsections i-vi, in any year in which Yuba’s Third-Party Transfer of up to 10,000 acre-feet of Storage Component water under

Section 11 of the Yuba Water Purchase Agreement reduces the quantity of Component 2 Water available to the AGENCY, the price for Component 1 Water will reflect the reductions specified in Section 11.F.2 of such agreement.”

**b. Section 3.B.2, “COMPONENT 2 WATER”, is amended to read as follows:**

“For Component 2 Water that is accounted for as Purchased Water and made available to the AGENCY, the AGENCY will pay:

- a. \$160 per acre-foot in a Dry Year, except as provided in subsection c;
- b. \$200 per acre-foot in a Critical Year, except as provided in subsection c;
- c. \$280 per acre-foot in two or more consecutive Final Classification Dry Years (or a Dry Year following a Critical Year) or in two or more consecutive Final Classification Critical Years.”

**c. Section 3.B.3, “COMPONENT 3 WATER”, is amended to read as follows:**

“For Component 3 Water that is accounted for as Purchased Water and made available to the AGENCY, the AGENCY will pay:

- a. \$50 per acre-foot in a Wet Year;
- b. \$100 per acre-foot in an Above Normal Year;
- c. \$150 per acre-foot in a Below Normal Year;
- d. \$200 per acre-foot in a Dry Year, except as provided in subsection f;
- e. \$300 per acre-foot in a Critical Year, except as provided in subsection f;
- f. \$350 per acre-foot in two or more consecutive Final Classification Dry Years (or a Dry Year following a Critical Year) or in two or more consecutive Final Classification Critical Years.”

**d. Section 3.B.4, “COMPONENT 4 WATER”, is amended to read as follows:**

“a. Notwithstanding any other provision to the contrary of the Yuba Water Purchase Agreement, the following provisions shall apply to Groundwater Substitution Component water and Accrued Groundwater Substitution Component water made available by Yuba, through DWR, to the AGENCY beginning on January 1, 2016 and continuing through the term of this Agreement.

b. Component 4 water shall be comprised solely of Groundwater Substitution Component water. All Groundwater Substitution Component water shall be accounted for as Component 4 Water. Except as otherwise provided herein, Groundwater Substitution Component water and Accrued Groundwater Substitution Component water will be accounted for in accordance with the provisions of the Yuba Water Purchase Agreement.

c. In every year within the term of this Agreement when one or more Participating Contractor(s) desire to purchase Accrued Groundwater Substitution Component water from Yuba through DWR, the Management Committee representatives of DWR, Yuba, and the Participating Contractors will convene by February 15 and conclude by March 31 to negotiate the price per acre-foot of Accrued Groundwater Substitution Component water, any provisions for the Delta export priority for such water, and any other terms applicable to the Accrued Groundwater Substitution Component water.

d. In every Water Accounting Year when: (1) one or more Participating Contractor(s) desire to purchase Accrued Groundwater Substitution Component water; (2) the annual negotiations referenced in Section 3.B.4.c have reached a successful conclusion calling for the purchase of such water that year; (3) the Management Committee representatives for Yuba, the AUTHORITY, and the Participating SWP Contractors have agreed as to the terms of, and each of these representatives has recommended in writing said terms and the approval of, a letter agreement between Yuba and DWR establishing the price per acre-foot and any modified terms that will be applicable to the Accrued Groundwater Substitution Component water for that Water Accounting Year; and (4) DWR and Yuba have executed said letter agreement, DWR will offer in writing to the AGENCY the opportunity to purchase Accrued Groundwater Substitution Component water at the price and terms as provided in the letter agreement between DWR and Yuba.”

**5. CHANGES TO SECTION 4, “REQUESTS, SCHEDULING AND CONVEYANCE”**

**a. Section 4.A.1 is amended to read as follows:**

“1. On or before April 1 of each year during the term of this Agreement DWR will notify the AGENCY of the quantity of Accrued Groundwater Substitution Component water that Yuba will make available during the Water Accounting Year and the terms of such water, including the price per acre-foot, and any other applicable terms. On or before April 11 of each Water Accounting Year, DWR will inform the AGENCY of the potential quantity of Component 1 Water, Component 2 Water, and Component 3 Water that is available to the AGENCY.”

**b. Section 4.A.2 is amended by striking** “if not used by the EWA, as provided in Section 3.B.1a”.

**c. Section 4.A.3 is amended to read as follows:**

- “3. DWR and the AGENCY will, between April 11 and May 14, confer on the allocation of water under Section 3A. By April 13, the AGENCY will notify DWR of the quantity of Accrued Groundwater Substitution Component water it commits to purchase based on the price and terms for Groundwater Substitution Component water for that year. The AGENCY may adjust the quantity of water, up or down, on or before May 14, and on May 14 the AGENCY will commit to the final quantity of Accrued Groundwater Substitution Component water to be purchased during the Water Accounting Year, but such amount will not be less than the actual amount of Accrued Groundwater Substitution Component water made available between April 1 and May 15 for Groundwater Substitution Component water in accordance with the accounting provisions for Groundwater Substitution Component water set forth in Exhibit 1 of the Yuba Water Purchase Agreement. This provision is intended to be consistent with, and not modify, provisions of Section 4.A.5. If necessary, the dates herein may be adjusted if approved in writing by Yuba and DWR with written notice to the AGENCY to allow the Yuba Member Units to maximize the quantities of groundwater substitution pumping program water that could be made available during each year.”

**d. Section 4.A.4 is amended to read as follows:**

- “4. No later than May 19, DWR will notify the AGENCY of the quantity of Component 1 Water, Component 2 Water, and Component 3 Water that has been allocated to the AGENCY and that the AGENCY will schedule pursuant to Section 4.A.7.”

**e. Section 4.A.5 is amended to read as follows:**

- “5. The AGENCY will provide DWR not less than 24 hours notification for suspension or termination of groundwater pumping due to limitations on the ability of the AGENCY to divert the Groundwater Substitution Component water. In the event of such a suspension or termination of Groundwater Substitution Component water, the AGENCY will pay for its allocated share of the quantity of Accrued Groundwater Substitution Component water, up to and including through a 72-hour period commencing after DWR notifies Yuba to suspend or terminate pumping related to the amount of Groundwater Substitution Component water requested by the AGENCY unless another Participating Contractor purchases that Accrued Groundwater Substitution Component water.”

**f. Section 4.A.6 is amended to read as follows:**

“6. Pursuant to the negotiations described in Section 3.B.4.c in which a letter agreement has been executed as provided in Section 3.B.4.d, the AGENCY will comply with Delta conveyance priority, as determined by the Management Committee representatives as provided in Section 3.B.4.c, for any Groundwater Substitution Component water requested under the Agreement, relative to any other transfer water that DWR conveys at the Harvey O. Banks Pumping Plant for the AGENCY, provided that the Groundwater Substitution Component water will not have a higher priority than Storage Component water provided under the Agreement.”

**g. Section 4.A.7 is amended by striking** “if not used by the EWA, as provided in Section 3.B.1.a”.

**h. Section 4.A. is further amended by adding at the end the following new paragraph 12:**

“12. In the event that Yuba notifies DWR on or before September 1 to not back a specified quantity of Released Transfer Water into Project storage after September 30 of a Water Accounting Year, DWR will notify the AGENCY within five business days and provide an opportunity for the AGENCY to guarantee, no later than September 15, purchase of that portion of such water allocated to the AGENCY in accordance with Section 3.A at the current year pricing regardless of whether it becomes Delivered Transfer Water. Such water, when stored in Project storage, will be released in a subsequent year to the AGENCY provided it was stored in Project storage and not spilled by flood control releases before its scheduled release.”

**6. CHANGES TO SECTION 5, “INVOICING AND PAYMENTS”**

**a. Section 5.A.1 is amended to read as follows:**

**“A. Invoicing and Payment of Purchased Water**

1. On or about May 22 (or within 9 days of the date that DWR receives an invoice from Yuba), DWR will invoice the AGENCY for fifty percent of the payment for the estimated amount of Storage Component water that the AGENCY scheduled as Purchased Water for that calendar year minus any credits due to the AGENCY as provided in Sections 5.C and 5.D. DWR will simultaneously invoice the AGENCY for 50 percent of the amount of Accrued Groundwater Substitution Component water that the AGENCY has committed to purchase under Section 4.A.3. Within 32 days of the date that

the AGENCY receives an invoice from DWR, the AGENCY will submit payment to DWR.”

**b. Section 5.A. is amended further by: redesignating Section 5.A.2 as 5.A.3, Section 5.A.3 as 5.A.4, and adding a new Section 5.A.2 as follows:**

- “2. a. The AGENCY will pay DWR the per acre foot price for the quantity of Accrued Groundwater Substitution Component water that the AGENCY has committed to purchase pursuant to Section 4.A.3, unless this amount is reduced pursuant to Sections 4.A.5 or 5.A.2.b or is reduced because the Yuba Member Units do not pump the requested quantity of groundwater substitution pumping program water for the Groundwater Substitution Component water.
- b. The Parties acknowledge that Section 5.1.8 of the Yuba Accord Fisheries Agreement allows the River Management Team to schedule the release of a portion of Groundwater Substitution Component water at a time when it might not be transferable. The AGENCY will not be required to pay for the portion (if any) of Groundwater Substitution Component water that is scheduled for release in accordance with the provisions of Section 5.1.8 of the Yuba Accord Fisheries Agreement to the extent that this quantity of Groundwater Substitution Component water is not transferable under the accounting provisions set forth in Exhibit 1 of the Yuba Water Purchase Agreement.
- c. On or about August 30 in each year that the AGENCY has agreed to purchase Accrued Groundwater Substitution Component water, DWR will submit an invoice to the AGENCY for 90 percent of the amount of Accrued Groundwater Substitution Component water the AGENCY has committed to purchase in Section 4.A.3 or that is otherwise payable under this Agreement during the current Water Accounting Year, less the amount of prior invoices for such Accrued Groundwater Substitution Component water during the current Water Accounting Year. Within 32 days of the date that the AGENCY receives an invoice from DWR, the AGENCY will submit payment to DWR.
- d. Approximately 30 days after the end of the release of Accrued Groundwater Substitution Component water from New Bullards Bar Reservoir, after confirmation of the amount of Groundwater Substitution Component water released has been completed, after Yuba and DWR have reached agreement on the final accounting, and Yuba has provided to DWR a final invoice that is undisputed and as required under the Yuba Water Purchase Agreement, DWR will invoice the AGENCY for final payment for Accrued Groundwater Substitution Component water

provided under this Amendment. The AGENCY will submit payment to DWR within 32 days of invoicing by DWR.

- e. The final payment for Accrued Groundwater Substitution Component water will reflect any adjustments necessary to account for the total quantity of Accrued Groundwater Substitution Component water payable under this Agreement and any adjustments due pursuant to Sections 4.A.5 or 5.A.2.b.
- f. The Agreement provides for a Participating Contractor to pay interest on delinquent payments at the rate of 1 percent per month from the due date until paid in full. DWR will assess such interest on the AGENCY if payments to DWR for invoices pursuant to this Agreement are delinquent. The AGENCY agrees to pay such interest, and DWR will pay such interest collected along with the payments on invoices to Yuba.”

**c. Section 5.A is further amended by adding at the end the following new subsection 5.A.5:**

“5. In the event that the AGENCY has guaranteed the purchase of Water allocated in accordance with Section 3.A that Yuba had notified DWR to not back into Project storage, DWR will invoice the AGENCY for the amount of Water the AGENCY has guaranteed in accordance with Section 4.A.12 to purchase at the current year pricing regardless of whether it becomes Delivered Transfer Water.”

**d. Section 5.C, PAYMENT OF FIXED ANNUAL COSTS AND CREDIT AGAINST PURCHASED WATER, is amended to read as follows:**

**“C. PAYMENTS AND CREDITS FOR TIME VALUE OF DEPOSIT FUNDS**

- 1. The AGENCY shall make an annual payment to DWR for the purpose of compensating Contributing Participating Contractors for the time value of the money, computed as a compounded interest rate of 2.25 percent on the outstanding balance, that Contributing Participating Contractors contribute by about December 31, 2014 to comprise the \$20,000,000 of deposit funds that serve to guarantee the five-year pricing reflected in the fifth amendment to the Yuba Water Purchase Agreement. On or about May 22 each year, DWR will invoice the AGENCY its share of the annual charge to pay the interest costs on the deposit funds provided by Contributing Participating Contractors providing deposit funds as provided in Section 5.E. The AGENCY’s payment of these fixed annual costs will be its share of \$175,000 prorated among the Participating SWP Contractors calculated in the manner as provided in Section 3.A. This payment may be offset with any applicable credits due the AGENCY under the Agreement. This annual

payment will be discontinued once the total interest charges have been paid to the Contributing Participating Contractors that fund the deposit after the \$20,000,000 deposit has been fully credited to Storage Component water purchases by the Participating Contractors. This annual charge may be reduced in the final year(s) of payment to assure complete payment of the interest without overcharging the Participating Contractors.

2. All charges invoiced to the Participating Contractors for interest as provided in Section 5.C.1 shall be credited by DWR to Water purchases in the same Water Accounting Year by the Contributing Participating Contractors, in proportion to the amount of money each Contributing Participating Contractor contributed to the deposit described in Section 5.E. DWR will compute the actual amount of interest due to the AGENCY, if it is a Contributing Participating Contractor, based on the 2.25 percent interest rate and the deposit balances outstanding during the term of this Agreement. DWR shall credit or pay to AGENCY its proportionate share of the interest amount until the full amount of such interest due has been paid.”

**e. Section 5.E. PAYMENTS FOR ADJUSTMENTS TO GROUNDWATER O&M COSTS is amended to read as follows:**

“E. PROVISION OF DEPOSIT FUNDS TO SECURE PRICING GUARANTEE

1. An AGENCY that has elected to be a Contributing Participating Contractor shall deposit money with DWR towards the \$20,000,000 deposit for purchases of Water from Yuba.
  - a. The AGENCY shall pay a deposit of \$0 to DWR within 10 working days of executing Amendment 5 to the Agreement as its share of the \$20,000,000 deposit towards all purchases of Storage Component water by all Participating Contractors beginning after September 30, 2015. DWR will remit these deposit funds to Yuba by December 31, 2014 as part of the \$20,000,000 deposit as provided in the Yuba Water Purchase Agreement.
  - b. As Yuba credits the deposit funds to Storage Component water purchases by all Participating Contractors, if the AGENCY is a Contributing Participating Contractor, DWR will, in turn, credit these deposit credits to all purchases of Water by the AGENCY beginning October 1, 2015 in proportion to the AGENCY’s contribution to the deposit until the entire deposit has been credited and the AGENCY has received full credit for or repayment of its deposit amount during the term of the Agreement as provided herein. In the event that the AGENCY’s purchases of Water in any Water Accounting Year are less than the credits available to the AGENCY under the Agreement, DWR

will pay such credit amounts to the AGENCY upon receipt of an invoice.

- c. By June 10 each year and by January 17 of the following year, DWR will provide the AGENCY with an accounting of all purchases of Water by Participating Contractors setting forth the amount and cost of Storage Component and Groundwater Substitution Component water purchased by the AGENCY, charges for the AGENCY's proportional share of interest payments, credits for the AGENCY's share of interest on the deposit if any, credits for repayment of deposit funds to the AGENCY from purchases of Storage Component water if any, and any other applicable credits and charges provided in this Agreement. If funds are due from DWR to the AGENCY, the AGENCY shall promptly invoice DWR, and DWR will pay the AGENCY within 30 days. DWR will compute the deposit balance attributable to the AGENCY and compute the interest amounts earned and credited or paid, and provide the AGENCY with detailed accounting of these balances. DWR will adjust the deposit balance attributable to the AGENCY's contribution to the deposit accordingly until the deposit is fully credited.
2. In the event that there are AGENCY deposit funds that have not been fully credited for Storage Component water that has been accounted for as Delivered Transfer Water that is made available through September 30, 2020, then these remaining deposit funds will be: (1) applied to future payments due by the AGENCY to DWR for Storage Component Delivered Transfer Water delivered on or after October 1, 2020 under a subsequent amendment between the Parties at the prices provided in Section 26 of the Yuba Water Purchase Agreement; or (2) if there is no such amendment, refunded by DWR to the AGENCY upon receipt of Prepayment funds from Yuba as provided in Section 25.A of the Yuba Water Purchase Agreement."

**7. YUBA WATER SALES TO THIRD PARTIES**

**The Agreement is amended by adding at the end the following new section:**

**"31. SALES TO THIRD PARTIES**

Amendment 5 to the Yuba Water Purchase Agreement provides for the sale of water to third parties under the terms outlined in Section 11.F of that agreement. In accordance with Sections 11.F.3 and 4 of the Yuba Water Purchase Agreement, so long as a transfer is carried out consistent with the transfer water accounting provisions of Exhibit 1 for Released Transfer Water during Balanced Conditions, the AGENCY will not object based on the use of the transfer water accounting provisions of Exhibit 1 to such a transfer as not protective of DWR and the AGENCY as legal users of water during the time the AGENCY remains a Participating Contractor. The

AGENCY also agrees that while a Participating Contractor, it will not purchase water from Yuba other than through the Yuba Water Purchase Agreement.”

**8. NO OTHER CHANGES**

All remaining provisions of the Agreement that are not changed by this Amendment will remain in full force and effect.

**9. COUNTERPARTS OF THE AGREEMENT**

This Amendment may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to one and the same instrument. This Amendment, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

**IN WITNESS WHEREOF**, the Parties hereto, by their authorized representatives,  
have executed this Amendment on the last date set forth below.

Approved as to legal form  
and sufficiency:

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

\_\_\_\_\_  
Cathy Crothers  
Chief Counsel

\_\_\_\_\_  
Mark W. Cowin  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to legal form  
and sufficiency:

THE AGENCY

\_\_\_\_\_  
Counsel

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Public Works Department  
**Presentation by:** Diana Langley, Public Works Director

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**Summary**

**Subject:** Professional Service Agreements with Atkins and MBK Engineers for Urban Level of Flood Protection Determination

**Recommendation:**

- a. Award a professional services agreement to Atkins of Roseville, CA for Urban Level of Flood Protection Determination services in the amount of \$163,837 plus \$15,000 contingency with the finding that it is in the best interest of the City
- b. Award a professional services agreement to MBK Engineers of Sacramento, CA for Urban Level of Flood Protection Determination mapping services in the amount of \$79,740 plus \$10,000 contingency with the finding that it is in the best interest of the City
- c. Authorize the Finance Director to make a supplemental appropriation in the amount of \$300,000 from the Levee Impact Fee Account to Account No. 931204-65517 (Urban Level of Flood Protection)

**Fiscal Impact:** \$300,000 – Account No. 931204-65517 (Urban Level of Flood Protection)

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**Purpose:**

To comply with the Central Valley Flood Protection Act of 2008, enacted by Senate Bill (SB) 5.

**Background:**

In 2007, the California Legislature passed five interrelated bills to improve flood management at the State and local levels. One of those bills, the Central Valley Flood Protection Act of 2008, also known as Senate Bill 5 (SB5), contains provisions related to the requirements for incorporating flood risk considerations in land-use planning and management.

SB5 defines “urban level of flood protection” as the “level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the California Department of Water Resources.” SB5 requires all cities and counties within the Sacramento-San Joaquin Valley, including Yuba City, to make findings related to an urban level of flood protection before:

1. Entering into a development agreement for all types of property development.
2. Approving a discretionary permit or other discretionary entitlement for all development projects.

3. Approving a ministerial permit for all projects that would result in construction of a new residence.
4. Approving a tentative map consistent with the Subdivision Map Act for all subdivisions.
5. Approving a Parcel Map for which a tentative map is not required consistent with the Subdivision Map Act for all subdivisions.

Since 2007, there have been several legislative amendments to SB 5. 2012 legislation required that the Department of Water Resources (DWR) release floodplain maps for urban areas by July 2, 2013. The maps prepared by DWR for Yuba City show the entire City and Sphere of Influence within a 200-yr floodplain (Exhibit 1).

SB5 tasked DWR with developing criteria that cities and counties can use to make findings related to an urban level of flood protection. DWR created a guide dated November 2013 titled *Urban Level of Flood Protection Criteria*, which provides cities and counties with direction on how to make the necessary findings, including evidence required.

Samples of the necessary findings required to make under the urban level of flood protection requirements include:

- Flood management facilities provide the required level of flood protection
- Conditions of approval have been imposed that are sufficient to provide the required level of flood protection
- The local flood management agency has made adequate progress on the construction of a flood protection system

Samples of the evidence required to support the findings include reports prepared by civil engineers, mapping of areas within the 200-yr floodplain, the local flood management agency demonstrating adequate progress on the construction of a flood protection system, and independent panel of expert review.

In addition, Assembly Bill 162 (AB 162) requires each city and county located within the boundaries of the Sacramento-San Joaquin Drainage District to review and amend the land use, conservation, and safety elements of its general plan for the consideration and incorporation of information regarding flood hazards, mapping, and the establishment of flood risk management goals, policies, objectives, and feasible implementation measures to protect communities from the effects of flooding.

The 2012 legislation also extended the compliance schedule for cities and counties to amend their General Plans and Zoning Ordinances. General Plans must be amended by July 2, 2015 and Zoning Ordinances must be amended within 12 months after completion of the General Plan amendments. The urban level of flood protection requirements apply once the General Plan and Zoning Ordinance amendments become effective, but no later than July 2, 2016.

### **Analysis:**

To assist with compliance of the various flood management bills, staff reached out to leaders in the industry, Atkins and MBK Engineers. Atkins has a long standing relationship with DWR, and drafted the *Urban Level of Flood Protection Criteria* guide. MBK Engineers has extensive knowledge of the hydraulics within the Central Valley, floodplain mapping requirements, and they have been supportive to SBFCA on their Feather River West Levee Project.

Atkins' scope of work includes General Plan Amendments, Municipal Code updates, environmental documentation, public outreach and hearings, and project management.

MBK Engineers' scope of work includes compilation of existing hydraulic models and topography, hydraulic analysis, preparation of floodplain maps, and participation in public meetings.

Due to the proven expertise of these consulting firms and the short timeframe for compliance, staff believes that it is in the best interest of the City to contract directly with Atkins and MBK Engineers.

**Fiscal Impact:**

In 2007, the City hired Goodwin Consulting Group to perform an update of its AB 1600 Fee Justification Study. As part of the update, the impact fee study was expanded to include several new components, one of which was a levee fee. The fee funds floodplain management measures, regulatory compliance measures, and non-structural risk reduction measures that are beyond the scope of SBFCA's Assessment District.

The City currently has \$860,000 available in levee impact fees. Staff is requesting a supplemental appropriation of \$300,000 from Levee Impact Fees to Account No. 931204-65517 to cover the costs associated with the Atkins and MBK Agreements plus funds to hire an independent review panel required by SB5. The Atkins contract amount is \$163,837 plus staff is requesting \$15,000 in contingency, and the MBK Engineers contract amount is \$79,740 plus staff is requesting \$10,000 in contingency, for a total of \$268,577.

**Alternatives:**

Do not award the contracts, which will result in a delay for meeting the deadlines set forth in SB 5 for the General Plan and Zoning Ordinance amendments, which will impact the City's ability to process development projects.

**Recommendation:**

- a. Award a professional services agreement to Atkins of Roseville, CA for Urban Level of Flood Protection Determination services in the amount of \$163,837 plus \$15,000 contingency with the finding that it is in the best interest of the City.
- b. Award a professional services agreement to MBK Engineers of Sacramento, CA for Urban Level of Flood Protection Determination mapping services in the amount of \$79,740 plus \$10,000 contingency with the finding that it is in the best interest of the City.
- c. Authorize the Finance Director to make a supplemental appropriation in the amount of \$300,000 from the Levee Impact Fee Account to Account No. 931204-65517 (Urban Level of Flood Protection).

**Prepared by:**

*[/s/ Diana Langley](#)*

Diana Langley  
Public Works Director

**Submitted by:**

*[/s/ Steve Kroeger](#)*

Steven C. Kroeger  
City Manager

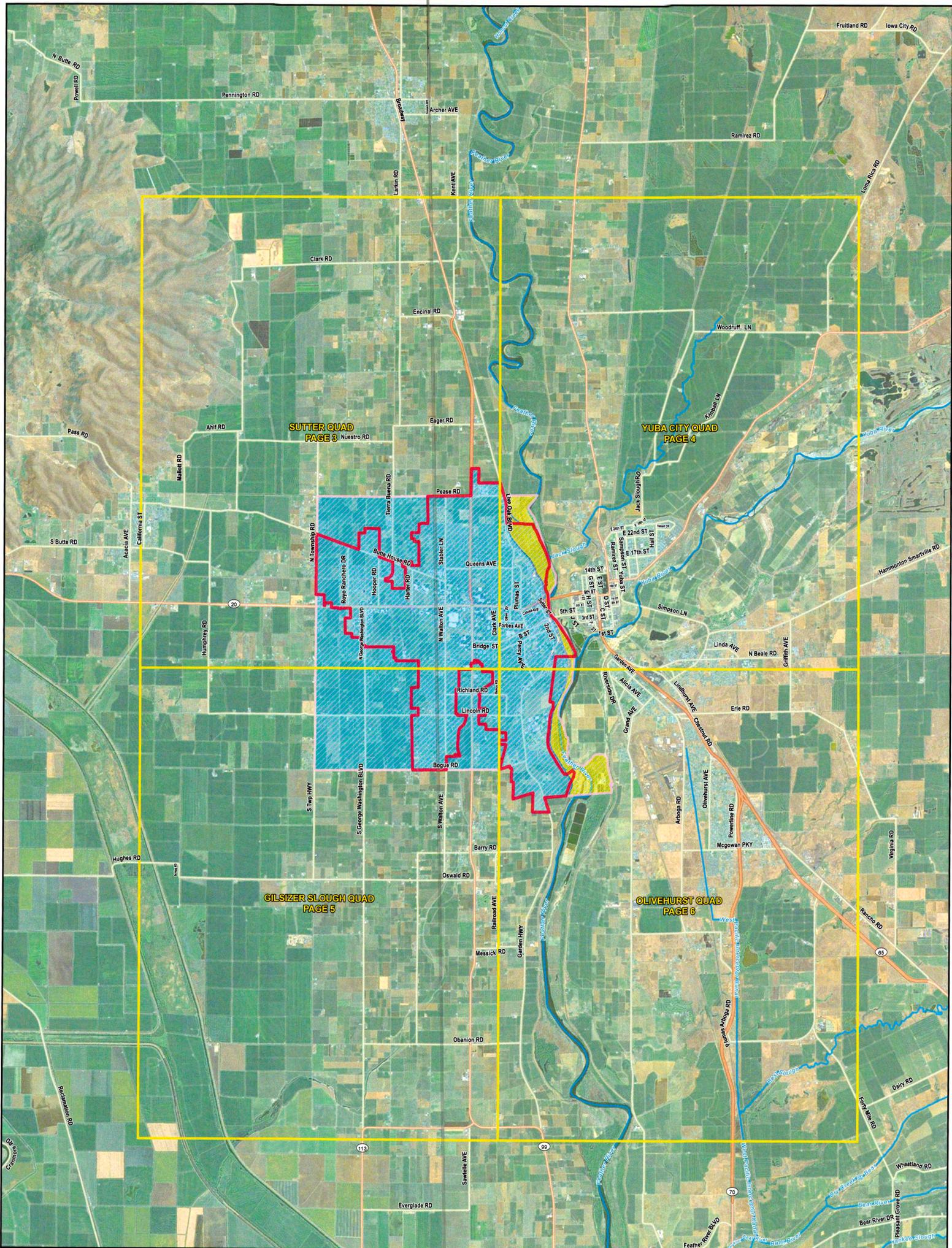
**Reviewed by:**

Finance

[RB](#)

City Attorney

[TH](#)



- City of Yuba City Limits
- City of Yuba City Sphere of Influence
- 200-Year Riverine Flood Zone
- 200-Year Floodplain
- Streams
- Major Highways
- Highways
- Major Roads
- Main Rail Line



SCALE

Senate Bill 1278/Assembly Bill 1965  
Urban Level of Flood Protection Informational Map

**Sacramento River Basin  
Yuba City Study Area  
Regional Quad Index**

**FloodSAFE**  
CALIFORNIA

DEPARTMENT OF WATER RESOURCES



Prepared By:  
**WOOD RODGERS**  
YubaCityRegionalQuadIndex

Figure: 2  
Date: June 24, 2013

Datum: NAD83 Projection: UTM  
Zone: 10N Units: US Feet  
Sources: ESRI Streetmaps North America and World Imagery; Sutter County; Atkins; Wood Rodgers, Inc

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of November 18, 2014, by and between the City of Yuba City, a municipal corporation ("City") and Aktins ("Consultant").

### **RECITALS**

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

### **AGREEMENT**

1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Scope of Services  
(Exhibit A)**

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed One Hundred Sixty-Three Thousand Eight Hundred Thirty-Seven Dollars (\$163,837) without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later

than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- \* Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)

10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant



18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear

the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF YUBA CITY:**

**CONSULTANT:**

By: \_\_\_\_\_ By \_\_\_\_\_

**Steven C. Kroeger  
City Manager**

**Gary Yagade  
Vice President**

Attachments:      Exhibit A – Scope of Services  
                         Exhibit B - Insurance Requirements

**Exhibit A**  
**Scope of Services**

See attached proposal from Atkins.



# City of Yuba City General Plan Amendments and Independent Review of the Urban Level of Flood Protection Determination

## PROPOSED SCOPE

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### Task 1. General Plan Amendments, Municipal Code Update, and Environmental Documentation

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#### *Task 1.1 – General Plan Element Amendments*

Pursuant to Government Code §65300.5, Atkins will perform an internal consistency analysis of the City’s General Plan and recommend concurrent revisions to verify internal consistency among elements.

#### **Task 1.1.1 – General Plan Elements Review (AB 162)**

Assembly Bill 162 requires every city and county across the State to review and amend, as appropriate, the land use (California Government Code §65302(a)), conservation (California Government Code §65302(d)), and safety (California Government Code §65302(g)) elements of its general plan for the consideration and incorporation of information regarding flood hazards; mapping; and the establishment of flood risk management goals, policies, objectives, and feasible implementation measures to help protect their communities from the effects of flooding. AB 162 further requires that cities and counties within the Sacramento-San Joaquin Drainage District consult with the Central Valley Flood Protection Board(CVFPB) prior to preparing or revising their safety element (California Government Code §65302(g)(5)) and to submit the draft element to the CVFPB for review and comment (California Government Code §65302.7).

Atkins will review the City’s 2004 General Plan Land Use Element, Environmental Conservation Element, Public Utilities Element, and Noise and Safety Element for compliance with AB 162. Atkins will update, as needed the introduction/background section of the City’s 2004 General Plan Land Use Element, Environmental Conservation Element, Public Utilities, and Noise and Safety Element to reflect requirements resulting from the 2007 flood management legislation and describe the present flooding issues and conditions facing the City.

#### **Land Use Element**

The Land Use Element will be reviewed by Atkins, and amended as necessary, to identify those areas in the City of Yuba City’s (City’s) Planning Area or Sphere of Influence (SOI) that are subject to flooding identified by floodplain mapping prepared by the Federal Emergency Management Agency (FEMA) or DWR (California Government Code §65302(a)), as appropriate for the City, including, but not limited to:

- FEMA Flood Insurance Rate Maps (FIRM) or Digital Flood Insurance Rate Maps (DFIRM)
- DWR Awareness Floodplain Maps
- DWR Best Available Mapping (BAM)
- DWR Levee Flood Protection Zones (LFPZ) Maps
- DWR Central Valley Floodplain Evaluation and Delineation (CVFED) modeling



The review of the Land Use Element will involve the assessment of the floodplain mapping, groundwater recharge, and/or stormwater management information and determining whether any of the information is new and/or differs from what is included in the existing General Plan Land Use Element. If the new data is different, then the existing City’s General Plan’s information, maps, objectives, guiding policies (i.e., goals), implementing policies, and implementation and monitoring plan, as well as the General Plan Diagram, may need to be amended. For example, the 200-year floodplain map developed by MBK will be incorporated to identify areas in the SOI that are subject to flooding.

## **Environmental Conservation and Public Utilities Elements**

The Environmental Conservation Element will be reviewed by Atkins, and amended as necessary, to identify rivers, creeks, streams, flood corridors, riparian habitat, and land that may accommodate floodwater for purposes of groundwater recharge and stormwater management. The intent of the legislation is to conserve areas used for groundwater recharge and stormwater management and to minimize urban development in these areas. Additionally, the review will involve Atkins and City staff, in coordination with countywide water agencies and with district and city agencies (i.e., flood management, water conservation, or groundwater agencies that have developed, served, controlled, managed, or conserved water of any type for any purpose in the county or city for which the plan is prepared), and will produce for the Public Utilities Element a discussion and evaluation of any water supply and demand information that has been submitted by a water agency to the City.

## **Noise and Safety Element**

The Noise and Safety Element will be reviewed by Atkins, and amended as necessary, to identify information regarding flood hazards including, but not limited to:

- Flood hazard zones
- FEMA National Flood Insurance Program (NFIP) maps
- Historical data
- Existing and planned development in flood hazard zones
- Databases maintained by agencies with responsibility for flood hazard information (e.g., U.S. Army Corps of Engineers (USACE), DWR, and Cal OES) California Government Code §65302(g)(2)(A)

Based on the flood hazard information, Atkins will review, and revise as needed, the City’s Noise and Safety Element guiding policies (i.e., goals) and implementing policies to protect the City from the “unreasonable risks of flooding,” as required by California Government Code §65302(g)(2)(B) and (C). The guiding policies (i.e., goals) and implementing policies of the Noise and Safety Element must include, but are not limited to:

- Avoiding or minimizing the risks of flooding to new development.
- Evaluating whether new development should be located in flood hazard zones, and identifying construction methods or other methods to minimize damage if new development is located in flood hazard zones.
- Maintaining the structural and operational integrity of essential public facilities during flooding.



- Locating, when feasible, new essential public facilities outside of flood hazard zones, including hospitals and health care facilities, emergency shelters, fire stations, emergency command centers, and emergency communications facilities or identifying construction methods or other methods to minimize damage if these facilities are located in flood hazard zones.
- Establishing cooperative working relationships among public agencies with responsibility for flood protection.

Atkins intends to use the following list of information and sources regarding flood hazards from California Government Code §65302(g) that must be identified within the Noise and Safety Element:

- Flood hazard zones and NFIP maps, as identified by FEMA. This includes FIRMs DFIRMs both of which are available at <http://msc.fema.gov>.
- Designated floodway maps, available from CVFPB. These maps are available at <http://cvfpb.ca.gov/maps/index.cfm>.
- Dam failure inundation maps prepared pursuant to §8589.5, available from Cal OES. Contact the Cal OES Hazard Mitigation Branch at <http://hazardmitigation.caloes.ca.gov/>.
- DWR's Awareness Floodplain Maps, which have identified 100-year flood hazard areas in the vicinity of urban areas using approximate assessment procedures. These floodplains will be shown simply as flood prone areas without specific depths and other flood hazard data. Awareness Floodplain Maps will be added as they become available. The Awareness Floodplain maps are available at [http://www.water.ca.gov/floodmgmt/lrafmo/fmb/fes/awareness\\_floodplain\\_maps/](http://www.water.ca.gov/floodmgmt/lrafmo/fmb/fes/awareness_floodplain_maps/).
- DWR's Best Available Maps (BAM), which show 100- or 200-year floodplains, as accepted by DWR. The 200-year floodplain maps for the Sacramento-San Joaquin Valley and the 100-year floodplain maps for areas outside of the Valley are available at [http://www.water.ca.gov/floodmgmt/lrafmo/fmb/fes/best\\_available\\_maps/](http://www.water.ca.gov/floodmgmt/lrafmo/fmb/fes/best_available_maps/).
- Maps of levee flood protection zones, available from DWR. These maps are available at [http://www.water.ca.gov/floodmgmt/lrafmo/fmb/fes/levee\\_protection\\_zones/LFPZ\\_maps.cfm](http://www.water.ca.gov/floodmgmt/lrafmo/fmb/fes/levee_protection_zones/LFPZ_maps.cfm).
- Areas subject to inundation in the event of the failure of project or non-project levees or floodwalls. Areas subject to inundation in the event of the failure of project levees as defined by the State Plan of Flood Control (SPFC) are available at DWR's Levee Flood Protection Zone (LFPZ) maps website at [http://www.water.ca.gov/floodmgmt/lrafmo/fmb/fes/levee\\_protection\\_zones/LFPZ\\_maps.cfm](http://www.water.ca.gov/floodmgmt/lrafmo/fmb/fes/levee_protection_zones/LFPZ_maps.cfm). For areas inundated in the event of non-project levee failures contact the local jurisdiction for assistance.
- Historical data on flooding, including locally prepared maps of areas that are subject to flooding, areas that are vulnerable to flooding after wildfires, and sites that have been repeatedly damaged by flooding. Historic flow data is available at DWR's California Data Exchange Center (CDEC) website at <http://cdec.water.ca.gov/lma.html> and United States Geological Survey (USGS) Surface-Water Data website at <http://waterdata.usgs.gov/usa/nwis/sw>. Also, DWR has prepared a series of reports entitled California High Water that provides detailed flood information for specific flood events. For these reports, contact DWR's Division of Flood Management.



- Existing and planned development in flood hazard zones, including structures, roads, utilities, and essential public facilities, varies by jurisdiction, contact DWR’s Division of Flood Management at <http://www.water.ca.gov/floodmgmt/> or the local jurisdiction for assistance.
- Information from local, State, and federal agencies with responsibility for flood risk management, including special districts and local offices of emergency services.
- Alluvial Fan Floodplain Evaluation and Delineation maps, available from DWR at [http://www.water.ca.gov/floodmgmt/lrafmo/fmb/fes/alluvial\\_fan\\_maps.cfm](http://www.water.ca.gov/floodmgmt/lrafmo/fmb/fes/alluvial_fan_maps.cfm), when completed.

**CVFPB Consultation and Review**

Atkins will facilitate the consultation process with CVFPB staff and City staff prior to and during the revisions to the General Plan Noise and Safety Element per AB 162. The purpose of the consultation is to assist the City with guidance related to areas subject to flooding and to provide the City with the most current relevant technical information available regarding flood risk reduction and protection.

The City is also required to submit the amended element to CVFPB staff and other local agencies that provide flood protection to the City (e.g., Sutter Butte Flood Control Agency and reclamation districts) for review 90 days prior to amendment adoption. Atkins will prepare a Review Crosswalk to assist with the CVFPB review process. CVFPB and local flood control agencies then have 60 days to review and may provide written recommendations for changes to the draft General Plan Noise and Safety Element regarding the following:

1. “Uses of land and policies in areas subjected to flooding that will protect life, property, and natural resources from unreasonable risks associated with flooding.
2. Methods and strategies for flood risk reduction and protection within areas subjected to flooding.” (California Government Code §65302.7(b))

The City must consider the recommendations prior to the adoption of the draft element. If City staff determine not to accept all or some of the recommendations, findings must be made in writing to CVFPB or the local flood control agency that state reasons why (California Government Code §65302.7(c)). If no written comments are provided within 60 days, the City can move ahead and act without the recommendations (California Government Code §65302.7(d)).

**Task 1.1.2 – Central Valley Flood Protection Plan Incorporation into General Plans (SB 5 (as amended by SB 1278 and AB 1965))**

Senate Bill 5 (as amended by Senate Bill 1278 and Assembly Bill 1965) under California Government Code §65302.9 requires that cities and counties within the Sacramento-San Joaquin Valley amend their general plans to include:

- the locations of SPFC facilities and areas protected by the facilities;
- the locations of flood hazard zones;
- and goals, policies, objectives, and feasible mitigation measures based on the data and analysis contained in the Central Valley Flood Protection Plan (CVFPP).



Atkins will review the City's 2004 General Plan for compliance with SB 5, as follows:

- To address the locations of SPFC facilities and areas protected by the facilities, Atkins will reference the DWR SPFC Descriptive Document, which includes a comprehensive list of projects and programs that involve SPFC facilities as well as SPFC-related mapping that the City can reference to determine where their SPFC facilities are located within the SOI.
- To address locations of flood hazard zones, Atkins will incorporate the best available mapping for the City's SOI, including, but not limited to, FEMA flood hazard zones (i.e., special flood hazard areas [100-year flood] and moderate flood hazard areas [500-year flood]), locations mapped by a local flood agency or flood district, and the 200-year floodplain map produced by MBK. Atkins will describe each floodplain map, its purpose, and how it relates to City policy and land use planning.
- To address revisions to the City's 2004 General Plan objectives, guiding policies (i.e., goals), implementing policies, and implementation and monitoring plan, Atkins will review the CVFPP goals, policies, objectives, and implementation measures, and make recommendations to the City to revise certain elements based on the CVFPP data and analysis. Atkins will utilize DWR's Guidance on General Plan Amendments for Addressing Flood Risk to acquire CVFPP informational resources and data during the General Plan amendment review and revision process.

### **Task 1.1.3 – Local Hazard Mitigation Plan and General Plan Safety Element Incorporation (AB 2140)**

Assembly Bill 2140 added California Government Code §65302.6 (effective January 1, 2007) allowing cities and counties, if they choose, to “adopt with its safety element...a local hazard mitigation plan (LHMP) specified in the federal Disaster Mitigation Act (DMA) of 2000.” Under new regulations California Government Code §8685.9 now prohibits the State's share of any eligible project under the California Disaster Assistance Act (CDAA) from “exceeding 75% of total State eligible costs unless the local agency is located within a city, county, or city and county that has adopted a local hazard mitigation plan in accordance with the federal Disaster Mitigation Act of 2000 (P.L. 106-390) as part of the safety element of its general plan,” in which case, “the Legislature may provide for a State share of local costs that exceeds 75% of total State eligible costs.” California Government Code §8685.9 now provides a financial incentive for implementation of California Government Code §65302.6, which allows local jurisdictions that adopt a LHMP as part of the general plan safety element. The financial incentive is realized when local jurisdictions incur state-eligible, post-disaster costs under CDAA. This approach is strongly supported by DWR) and the California Office of Emergency Services (Cal OES).

Atkins will review the City's 2004 General Plan Noise and Safety Element and Sutter County's 2013 Local Hazard Mitigation Plan (LHMP) (as the City has adopted a resolution to adopt the County's plan) for internal consistency to provide for incorporation, by reference, under AB 2140. Any inconsistency issues will be identified and Atkins will coordinate with City staff to review and modify, as necessary, the City's General Plan Noise and Safety Element. Appropriate measures will be taken during project adoption to ensure an integrated LHMP and General Plan Noise and Safety Element occurs so that the City can take full advantage of the financial benefits associated with California Government Code §8685.9.



**Assumptions:**

- It is assumed that the engineering and 200-year floodplain mapping by MBK will affect policy development and potential environmental impacts that may result from land use recommendations or facilities improvements.
- The City will be responsible for Senate Bill 18 compliance, which will require the City to contact and consult with California Native American tribes prior to adopting the general plan amendments for the purposes of protecting Traditional Tribal Cultural Places. For purposes of consultation with tribes, the Native American Heritage Commission (NAHC) maintains a list of California Native American Tribes with whom local governments must consult.
- The City will be responsible for any recommended land use revisions to the General Plan Diagram (April 2006) or other GIS revisions to General Plan element figures.

**Deliverables:**

- General Plan Elements (administrative draft, draft, public review draft, and final)
- CVFPB Review Crosswalk

***Task 1.2 – Municipal Code Update***

Senate Bill 5 (as amended) under California Government Code §65860.1 requires jurisdictions in the Sacramento-San Joaquin Valley to amend the municipal code and other applicable ordinances for consistency with the general plan element amendments under Task 1.1.

**Task 1.2.1 – Issues Identification Review**

Atkins will review the City’s Municipal Code (amended through March 18, 2014) based on the revisions to the General Plan policies and implementation under Task 1.1. It is anticipated that Title 4, Public Safety; Title 6, Public Works; and Title 8, Planning and Zoning contain the chapters primarily affected. Atkins will rely on City staff to provide feedback on additional Municipal Code titles or other ordinances that may be affected. Any inconsistency issues will be identified and summarized in a memorandum to City staff.

**Task 1.2.2 – Draft Modifications**

Atkins will meet with City staff to review the issues identification memorandum discussed in Task 1.2.1 to confirm the necessary amendments have been captured. Atkins will then prepare administrative draft revisions to the applicable City Municipal Code pages and present them to City staff for review. Atkins will revise thereafter and produce a set of draft City Municipal Code page revisions based on City staff comments. City staff will distribute the draft modifications to other City staff/departments, as applicable, for review and comment. It will be at the discretion of City staff to post the draft modifications to the City’s website for public review in advance of the Planning Commission and City Council public hearing process.

**Task 1.2.3 – Final Documentation**

Atkins will prepare the final Municipal Code page revisions based on Task 1.2.2 comments and the input received during the Planning Commission and City Council public hearing process.



**Assumptions:**

- It is assumed that any zoning map modifications, if necessary, will be prepared by City staff. Atkins will coordinate with staff to ensure consistency between the zoning map and the Municipal Code.

**Deliverables:**

- Issues identification memorandum
- Revised Municipal Code pages (administrative draft, draft, public review draft, and final)

***Task 1.3 – CEQA Environmental Documentation***

It is assumed that Tasks 1.1 and 1.2 are subject to CEQA. To the extent possible, the CEQA environmental documentation will be prepared concurrent with the preparation of Tasks 1.1 and 1.2. Atkins’ objectives in providing CEQA documentation include:

- Provide legally defensible documents in compliance with all applicable CEQA guidelines and regulations.
- Provide CEQA documents that allows for future tiering, as applicable.
- Provide CEQA analysis that incorporates existing City policies and regulations while maintaining consistency with current City documents.

***Task 1.3.1 – Initial Study/Negative Declaration (IS/ND) or Initial Study/Mitigated Negative Declaration (IS/MND)***

Depending on project components and the need for mitigation, an IS/ND or an IS/MND may be appropriate for the General Plan Element Amendments under Task 1.1 and the Municipal Code Update under Task 1.2. To determine which level of environmental documentation is necessary, Atkins will phase this task as follows.

**Phase 1 - Kick-off meeting with City staff**

- Obtain data and task-related information
- Determine whether technical reports to support the IS are required

An environmental kick-off meeting will allow City staff and the Atkins environmental lead to meet and develop an understanding of the scope of environmental issues, obtain data and information, and discuss the need for the development of technical reports.

**Phase 2 - Prepare IS**

- Determine level of CEQA documentation required

Atkins will prepare a CEQA IS in accordance with §15063 and Appendix G of the CEQA Guidelines. The IS will determine whether a ND or MND will be required for the proposed project and will contain analysis adequate to support either document. The analysis will focus on the physical impacts that would occur as a result of policies and implementation of the general plan element amendments proposed. The IS analysis will be programmatic, designed to generally analyze broad environmental effects of the program, while acknowledging that site-specific environmental review may be required for particular aspects or portions of the program when those aspects are proposed for implementation.



Atkins will prepare a project description for the IS that will describe the basic characteristics of the project, including location of proposed improvements, types of improvements, or other components that may result in physical environmental impacts.

Since the project is a program-level document, Atkins will provide a discussion of the level of detail known for potential physical environmental impacts at this time, and specifics that will be determined in the future at the project level. The analysis of the proposed general plan element amendments (i.e., policies and implementation) will be tiered from existing documents (e.g., the City’s General Plan EIR), to the extent feasible, to address the current IS checklist questions, as appropriate, and provide for mitigation of potential impacts. It is Atkins’ understanding that the City’s General Plan EIR does not address greenhouse gas (GHG) emission impacts and that the City does not have a Climate Action Plan. It is assumed that Atkins will not be able to tier from existing documents and will need to address and prepare GHG emission analysis adequate in meeting CEQA guidelines. Atkins will also utilize other data and technical information provided by the City and from any technical reports, if prepared, under this task.

Following receipt and review of the IS, Atkins will discuss the results of the IS with City staff to determine the appropriate CEQA document for the proposed project. If no significant impacts are identified, an ND will be prepared. For all questions determined to result in a potentially significant impact, Atkins will identify programmatic mitigation measures to reduce impacts to the extent feasible. If all impacts have demonstrated to be mitigable to a less than significant level, an MND will be prepared.

### **Phase 3. Prepare appropriate CEQA documentation (ND or MND)**

- CEQA document public review
- CEQA document certification

The ND or MND will be presented to City staff for review (administrative draft), revised as directed (draft), then reviewed again by City staff in preparation for the 30-day public comment period (public review draft). If an MND is prepared, Atkins will prepare the Mitigation Monitoring and Reporting Program (MMRP) and submit to the City for its use. One set of revisions will be made to the MMRP based on City comments.

Atkins will prepare the Notice of Intent (NOI) and submit it to the City for its use. Atkins will prepare the Notice of Completion (NOC) for City staff approval and deliver it along with 15 copies of the IS/ND to the State Clearinghouse.

At the conclusion of the 30-day public comment period, Atkins will coordinate with City staff to discuss the comments. Atkins will prepare responses to comments, as necessary, and will forward the draft responses to City staff for review prior to including in the Planning Commission and City Council staff reports for review and certification. A final IS/ND or IS/MND can be prepared at the City’s request. Upon project approval, Atkins will prepare the Notice of Determination (NOD) and submit to the City for its use in filing with the County Clerk’s office and the State Clearinghouse.

### **Assumptions:**

- Attendance at one kick-off meeting during Phase 1 by, at a minimum, Atkins’ project manager and lead environmental.
- It is assumed that the appropriate documents will be made available to Atkins at the Phase 1 kick-off meeting.



- It is assumed that the engineering and 200-year floodplain mapping results produced by MBK will affect policy development and potential environmental impacts that may result from land use recommendations or facilities improvements.
- Atkins will be responsible for delivering the public review draft IS/ND or IS/MND to the State Clearinghouse.
- Atkins will be responsible for preparing the public notices.
- The City will be responsible for preparing the NOI advertisement and submitting it to a local newspaper in compliance with §15072 of the CEQA Guidelines.
- The City will be responsible for mailing the NOI to agencies, organizations, or individuals that have previously requested such a notice in writing and submit the NOI to the County Clerk's office.
- The City will be responsible for posting the notices and IS/ND or IS/MND to the City's website.

**Deliverables:**

- IS administrative draft
- IS draft
- ND or MND administrative draft
- ND or MND draft
- IS/ND or IS/MND public review draft (15 copies to State Clearinghouse)
- MMRP (if MND is prepared)
- IS/ND final or MND final (optional)
- NOI, NOC, and NOD
- Public meeting notices

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## **Task 2. Independent Panel of Experts Review**

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### ***Task 2.1 – Independent Panel of Experts Review***

Atkins will assemble an Independent Panel of Experts to review the ULOP determination report prepared by MBK Engineers (MBK). For this assignment, the panel will be comprised of a single Atkins employee Seth Ahrens, P.E., CFM. A second Atkins employee, Leo Kreyborg, P.E., CFM, will support Seth during his review, but he will not be a member of the panel.

ULOP criteria state that the independent panel's report, as part of its review, should determine whether

- An urban level of flood protection from the identified sources of flooding exists or will exist for the area under consideration, or
- The subject flood management facilities meet the *Urban Levee Design Criteria* (DWR, 2012).

Therefore, the Atkins independent panel review will focus on whether an urban level of flood protection from the identified sources of flooding exists or will exist for the area under consideration.



There are five Substantial Evidence findings in the ULOP criteria and two of these apply to the ULOP determination for the City of Yuba City. An EVD-5 finding applies to the 200-year protection that will result from the improvements to the Feather River west levee between Thermalito Reservoir and Star Bend, and an EVD-1 finding applies to the level of 200-year protection (or lack thereof) currently provided by the unimproved portion of the Feather River west levee downstream from Star Bend and the Sutter Bypass east levee.

Atkins assumes that the Atkins independent panel will complete a review that conforms to that required by just the EVD-1 finding. This review will focus on the hydrograph development, hydraulic modeling, and floodplain mapping completed by MBK as well as the assumptions MBK applied to their analysis. The Atkins independent panel will write a report summarizing this review. This report may include comments that MBK would be required to address according to the ULOP criteria. If that is the case, the Atkins panel will complete a backcheck review of any revisions MBK makes to its determination.

Atkins assumes that the independent review associated with the EVD-5 finding will be done by SBFCA or its representatives as part of the Feather River west levee improvement project.

**Assumptions:**

- MBK’s modeling and 200-year floodplain mapping will be submitted for review by January 1<sup>st</sup>, 2015.
- Atkins assumes that the Atkins independent panel will complete a review that conforms to that required by the EVD-1 finding.
- Atkins assumes that the independent review associated with the EVD-5 finding will be done by SBFCA or its representatives as part of the Feather River west levee improvement project.

**Deliverables:**

- A report by the Atkins Independent Panel of Experts summarizing its review of the ULOP determination report prepared by MBK.

***Task 2.2 – Meetings***

This task is for any meetings that may occur between Atkins and either the City of Yuba City and/or MBK during the review process.

**Deliverables:**

- Meeting minutes for each meeting.

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**Task 3. Public Outreach and Hearings**

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***Task 3.1 – Public Meeting***

Atkins recommends conducting one informational public meeting where City residents will be noticed to attend and other relevant community stakeholders, organizations, and City staff will be invited. The public meeting will be structured as a community event for the entire family and use innovative participation techniques that engage interest in the planning process.

Atkins will lead the public meeting with a presentation that will help educate residents and the community on the general plan amendment, including the general plan and other government and



water code requirements resulting from the 2007 flood management legislation. The portion of the presentation covering the Urban Level of Protection determination processes, mapping, and engineering will be lead by MBK. The presentation information will allow the community to understand the flooding issues facing the City and will highlight the solutions to the issues being which are included as part of the project process. It will be at the discretion of City staff whether comments will be collected from the public.

Atkins will work with City staff to determine an outreach and public noticing strategy with noticing methods that will be the most effective in soliciting participation. At a minimum these may involve flyers posted at City offices, information on the City’s websites, and noticing through other community stakeholders and organizations. Atkins, in association with MBK, will be responsible for preparing meeting materials.

**Assumptions:**

- Attendance at one public meeting by two Atkins staff.
- Atkins, in association with MBK, will be responsible for reproduction of public meeting materials.
- The City will be responsible for inviting relevant community stakeholders, organizations, and City staff to the public meeting.
- The City will be responsible for the confirmation of a public meeting location and facilities.
- The City will be responsible for posting the public meeting notice on the City’s website.
- The City will be responsible for reproduction, mailing, and distribution of public meeting notices.

**Deliverables:**

- Public meeting notices
- Public meeting PowerPoint presentation, agenda, sign in sheet, and other handouts as determined

***Task 3.2 – Planning Commission and City Council Hearings***

Atkins’ project manager, at a minimum, with additional Atkins staff, as needed, will attend the City’s Planning Commission and City Council public hearings.

**Assumptions:**

- Attendance at two City Planning Commission public hearings by, at a minimum, Atkins’ project manager.
- Attendance at two City Council public hearings by, at a minimum, Atkins’ project manager.
- Atkins will be responsible for preparing the public notices.
- The City will be responsible for posting the public hearings notices on the City’s website.
- The City will be responsible for the preparation of staff reports to the Planning Commission and City Council.



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## **Task 4. Project Management and Meetings**

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### ***Task 4.1 – Project Meetings***

Atkins’ project manager, at a minimum, with additional Atkins staff, as needed, will attend a start-up meeting in-person with City staff. The proposed scope of work and schedule, along with the roles of various team members will be confirmed at this meeting. In addition, interface procedures for the lifecycle of the project between City staff and Atkins will be defined.

Atkins’ project manager, at a minimum, with additional Atkins staff, as needed, will attend project coordination meetings in-person with City staff. Regular communication between Atkins and City staff is imperative to provide updates regarding task progress and to identify quickly and resolve promptly any issues of concern. Atkins will prepare project coordination meeting agendas, distribute appropriate meetings materials at or prior to each meeting, as directed by City staff, and distribute meeting minutes following each meeting

#### **Assumptions:**

- Attendance at one start-up meeting and up to six project coordination meetings by, at a minimum, Atkins’ project manager.
- Attendance at additional meetings, at the request of the City, will be handled on a time-and-materials basis per the Atkins rate schedule.

#### **Deliverables:**

- Start-up meeting agenda
- Final scope and schedule
- Project coordination meeting agendas and meeting minutes

### ***Task 4.2 – Project Management***

The Atkins project manager will be responsible for collaboration with appropriate City staff to schedule team meetings, maintain ongoing project coordination, prepare monthly progress reports, and perform applicable project accounting tasks. Communicating in the form of conference calls to coordinate project work tasks and scheduling is anticipated. Monthly invoices will include a detail of the work completed and budget status in a form acceptable to the City. Each invoice will be accompanied with a progress report that will describe monthly progress and deliverables, identify future activities for the upcoming month, and note any issues of concern with the scope of services and/or schedule.

#### **Deliverables:**

- Monthly progress reports
- Monthly invoices

**City of Yuba City General Plan Amendments and Independent Review of the  
Urban Level of Flood Protection Determination  
PROPOSED COST ESTIMATE**

**Task 1. General Plan Amendments, Municipal Code Update, and Environmental Documentation**

Name	Assignment	Task 1.1	Task 1.2	Task 1.3	Total Hours	Hourly Rate	Total Cost
Seth Ahrens	Project Manager	18	12	18	48	\$170	\$8,160
Harriet Ross*	Lead Planner	96	88	0	184	\$190	\$34,960
Carrie Garlett	Lead Zoning	40	48	0	88	\$170	\$14,960
Diane Sandman	Lead Environmental	0	0	60	60	\$170	\$10,200
Heidi Gen Kuong	Associate Planner	200	40	0	240	\$85	\$20,400
Sharon Toland	CEQA Section Writer	0	0	96	96	\$117	\$11,232
Janelle Kassarjian	CEQA Section Writer	0	0	112	112	\$85	\$9,520
Mar-Lynn Long	CEQA Section Writer	0	0	112	112	\$85	\$9,520
		\$45,100	\$30,320	\$43,532			
		354	188	398	940	<b>Total</b>	<b>\$118,952</b>

**Task 2. Independent Panel Review**

Name	Assignment	Task 2.1	Task 2.2	Total Hours	Hourly Rate	Total Cost
Seth Ahrens	Lead Engineer	80	8	88	\$170	\$14,960
Leo Kreyborg	Engineering Quality Control	8	0	8	\$202	\$1,616
		\$15,216	\$1,360			
		88	8	96	<b>Total</b>	<b>\$16,576</b>

**Task 3. Public Outreach and Hearings**

Name	Assignment	Task 3.1	Task 3.2	Total Hours	Hourly Rate	Total Cost
Harriet Ross*	Lead Planner	32	16	48	\$190	\$9,120
Heidi Gen Kuong	Associate Planner	40	0	40	\$85	\$3,400
		\$9,480	\$3,040			
		72	16	88	<b>Total</b>	<b>\$12,520</b>

**Task 4. Project Management and Meetings**

Name	Assignment	Task 4.1	Task 4.2	Total Hours	Hourly Rate	Total Cost
Gary Yagade	Principal in Charge	8	4	12	\$240	\$2,880
Seth Ahrens	Project Manager	28	28	56	\$170	\$9,520
Harriet Ross*	Lead Planner	4	0	4	\$190	\$760
Diane Sandman	Lead Environmental	4	0	4	\$170	\$680
		\$8,120	\$5,720			
		44	32	76	<b>Total</b>	<b>\$13,840</b>

**Travel Expenses**

Item	Unit Cost	# of Units	Total Cost
Mileage	\$0.56	2,320	\$1,299
		<b>Total</b>	<b>\$1,299</b>

**Reproduction Costs**

Item	Total Cost
Document / Deliverables Production	\$500
Administrative Costs (communications, FedEx, etc.)	\$150
<b>Total</b>	<b>\$650</b>

**TOTAL PROJECT COST** \$163,837

\* Subconsultant (ESA)

**City of Yuba City General Plan Amendments and Independent Review of the Urban Level of Flood Protection Determination  
PROPOSED SCHEDULE**

	Month 1 December 2014	Month 2 January 2015	Month 3 February 2015	Month 4 March 2015	Month 5 April 2015	Month 6 May 2015	Month 7 June 2015	Month 8 July 2015	
<b>Task 1. General Plan Amendments, Municipal Code Update, and Environmental Documentation</b>									
Task 1.1 - General Plan Element Amendments	Administrative Draft Elements and CVFPB Consultation			Draft Elements		60-Day CVFPB Review Noise and Safety Element		Public Review Draft	
Task 1.2 - Municipal Code Update					Issues Identification Review	Admin Draft MC Modifications	Draft MC Modifications	Public Review Draft	
Task 1.3 - CEQA Environmental Documentation					Documentation/CEQA Section Writing/Review			30-Day Public Review	
							Response to Comments/ Review/Prep Final	Finalize Docs	
<b>Task 2. Independent Panel of Experts Review</b>									
Task 2.1 - Independent Panel of Experts Review					Review Report and Resolve Comments				
Task 2.2 - Meetings	Attend Meetings As Needed								
Determination Report Provided to Atkins by MBK				X					
<b>Task 3. Public Outreach and Hearings</b>									
Task 3.1 - Public Meeting					Public Meeting				
Task 3.2 - Planning Commission and City Council Hearings								PC Hearing/ CC Hearing	
<b>Task 4. Project Management and Meetings</b>									
Task 4.1 - Project Meetings	X		X		X		X	X	
Task 4.2 - Project Management								Close Out	

**Assumptions:**

- MBK's ULOP Determination report will be submitted for review by January 1st.
- The CVFPB Consultation will occur in the first half of December.
- City reviews will occur during the following time frames. It is assumed each item listed will be reviewed by the City once.
  - Review of Administrative Draft General Plan Amendments will take two weeks. Estimated City review period is January 15 through February 1.
  - Review of Draft Elements will take one week. Estimated City review period is the 3rd week of February.
  - Review of the Issues Identification will take one week. Estimated City review period is the 3rd week of February.
  - Review of Municipal Code Modifications will take one week. Estimated City review period is the 2nd week of April.
  - Review of Draft Municipal Code Modifications will take one week. Estimated City review period is the 1st week of May.
  - Review of CEQA documentation will take two weeks. Estimated City review period is the 3rd and 4th weeks of April.

**Exhibit B**  
**Professional Services Agreement**  
**Insurance Requirements**

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
  
- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  
- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  
- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance

shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements**. Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
  - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
  - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
  - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
  - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance**. Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

**AGREEMENT FOR PROFESSIONAL SERVICES  
Urban Level of Protection Determination**

This Agreement is made and entered into as of November 18, 2014, by and between the City of Yuba City, a municipal corporation ("City") and MBK Engineers ("Consultant").

**RECITALS**

- A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

**AGREEMENT**

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner.

**See Attached Scope of Services  
(Exhibit A)**

- 2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed Seventy-Nine Thousand Seven Hundred Forty Dollars (\$79,740) without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later

than 30 days after approval of the monthly invoice by City staff. When payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination. Such compensation is subject to the conditions of Section 4 of this agreement.
7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon request.
- \* Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regards to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant, which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records:

- a. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrated performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any

party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
  - b. Possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(B)(2).)
10. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Yuba City business license.
14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs, including attorney fees and expenses in connection therein), arising out of the performance of this Agreement in whole or in part by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whose acts the Consultant may be liable, or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
15. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, necessary insurance policies as described in Exhibit B.
16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City  
Diana Langley  
Public Works Department  
City of Yuba City  
1201 Civic Center Blvd  
Yuba City, CA 95993  
(530) 822-4626

If to Consultant:  
Don Trieu, P.E.  
MBK Engineers  
1771 Tribute Road, Suite A  
Sacramento, CA 95815  
(916) 456-4400

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written

and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under the Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
23. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS/ENDISPUTE ("JAMS") or its successor in interest. JAMS shall provide the parties with the names of five

qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.
28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**CITY OF YUBA CITY:**

**CONSULTANT:**

By: \_\_\_\_\_

By \_\_\_\_\_

Steven C. Kroeger  
City Manager

Don Trieu

Attachments:      Exhibit A – Scope of Services  
                         Exhibit B - Insurance Requirements

**Exhibit A**  
**Scope of Services**

See attached scope of work dated October 1, 2014.



Water Resources ♦ Flood Control ♦ Water Rights

GILBERT COSIO, JR., P.E.  
MARC VAN CAMP, P.E.  
WALTER BOUREZ, III, P.E.  
RIC REINHARDT, P.E.  
GARY KIENLEN, P.E.  
DON TRIEU, P.E.  
DARREN CORDOVA, P.E.  
NATHAN HERSHEY, P.E., P.L.S.  
LEE G. BERGFELD, P.E.

ANGUS NORMAN MURRAY  
1913-1985

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CONSULTANTS:  
JOSEPH I. BURNS, P.E.  
DONALD E. KIENLEN, P.E.

October 1, 2014

Ms. Diana Langley, Public Works Director/City Engineer  
City of Yuba City  
1201 Civic Center Boulevard  
Yuba City, CA 95993

Subject: City of Yuba City Urban Level of Protection Determination (ULOP), Proposed  
Scope of Work and Cost Estimate

Dear Ms. Langley,

MBK Engineers is pleased to provide the City of Yuba City (City) with our scope of work and cost estimate to prepare hydraulic analysis and floodplain mapping in support of the ULOP determination for the City. We have extensive experience and background working on the flood control system in the area and are confident we can support the City on in its effort to comply with AB 162.

Thank you for the opportunity to submit this proposal. Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,  
MBK Engineers

A handwritten signature in black ink, appearing to read "Don Trieu", with a horizontal line underneath.

Don Trieu, P.E.  
Principal Engineer

# Scope of Work

---

MBK Engineers proposes to complete hydraulic analysis and floodplain mapping in support of the City of Yuba City Urban Level of Protection (ULOP) determination. Hydraulic analysis will be performed to determine the 1-in-200 year flood plain extent as a result of levee failures on the Sutter Bypass and Feather River levee downstream of Star Bend. Following are tasks necessary to complete the hydraulic analysis and floodplain mapping

## *Task 1 – Compile Existing Hydraulic Models and Topography*

This task includes compiling hydraulic models and topography necessary to perform the hydraulic analysis and floodplain mapping. Following is a list of data that will be compiled:

- Central Valley Floodplain and Evaluation Delineation Program (CVFED) FLO-2D hydraulic model
- CVFED topographic data
- SBFCA HEC-RAS and FLO-2D hydraulic models
- TRLIA HEC-RAS hydraulic model
- Central Valley Hydrology Study (CVHS) results for the Feather River, Yuba River and Sutter Bypass
- SB1278/AB 5 ULOP Information Maps
- SBFCA and Sutter County FEMA Maps and Interior Drainage Analysis

## *Task 2 – Hydraulic Analysis*

MBK proposes to use existing 1-D and 2-D hydraulic models of the study area to complete the hydraulic analysis. Hydrology and hydraulic models for the study area are available from CVHS, CVFED, SBFCA, and TRLIA. The SBFCA and TRLIA HEC-RAS models of the Feather-Yuba River system are the latest models used for design of levee improvements by SBFCA and TRLIA, and also being used for ULDC compliance of the RD 784 levee system. We will assess both the SBFCA and TRLIA HEC-RAS models and determine an appropriate model to use for this analysis. The selected HEC-RAS model will be used to compute 1-in-200 year water surface profiles in the Sutter Bypass and Feather River using hydrologic inputs from CVHS. In addition, the selected HEC-RAS model will be used to determine levee breach hydrographs for input into the floodplain hydraulic model for determination of flood depths and inundation limits.

A floodplain hydraulic model of the study area will be needed to route the levee breach hydrographs overland. Floodplain hydraulic model of the study area were developed by CVFED and Corps of Engineers using FLO-2D software. We will evaluate both the CVFED FLO-2D and Corps FLO-2D model and make a determination as to the appropriate model for use. Both models simulate the floodplain behind the west levees on the Feather River starting near Thermolito Afterbay down to the confluence of the Sutter Bypass and up the Sutter Bypass to the Sutter Buttes. We will make any necessary refinements to the selected FLO-2D to ensure all major embankments and structures are included that

may have a significant effect on floodplain depths and extents. Levee breach hydrographs will be inputted into the selected FLO-2D model to route overland and determine flood depths and extents.

Levee breach locations will be determined after review of water surface profiles, top of levee elevations and levee problem identification reports developed by SBFCA and Corps of Engineers. Levee breach parameters will be developed and will be based off of historic levee breach widths, information developed by DWR's NULE/ULE program, FEMA and engineering judgment. Floodplain simulations will also account for relief cut procedures currently being developed in the Levee Safety Plan being developed by SBFCA.

Floodplain maps from the FLO-2D simulations will be developed. The maps will be developed from CVFED topographic and aerial imagery and will depict depth and flooding extent.

### *Task 3 –Documentation and Independent Panel of Experts Review*

A technical report will be prepared to document the hydraulic analysis and floodplain mapping to be used in support of the ULOP finding. A draft report will be prepared and presented to City of Yuba City for review and comments. A final draft will then prepared for submittal to the Independent Panel of Experts (IPE). Comments from the IPE will be considered and incorporated into the final report as needed.

### *Task 4 –Coordination, Public Meetings and Hearings*

This task includes coordination with the City of Yuba City staff, SBFCA and Atkins and attendance up to 6 meetings. In addition, we will attend one Public Meeting, two Planning Commission meetings and two City Council meeting.

# Cost Estimate

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Task	Principal \$230	Supervising Engineer \$210	Senior Engineer \$170	Engineer \$142	GIS Professional \$ 166	Total
Compile Data	4		8	8	16	\$ 6,072
Hydraulic Analysis and Mapping	16	24	80	80	40	\$ 40,320
Documentation and IPE	16	24	40		8	\$ 16,848
Coordination, Meetings, Hearings	54		24			\$ 16,500
<b>Total</b>	<b>98</b>	<b>52</b>	<b>128</b>	<b>88</b>	<b>64</b>	<b>\$79,740</b>

**Exhibit B**  
**Professional Services Agreement**  
**Insurance Requirements**

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.
  
- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  
- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  
- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance

shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

- V. **Endorsements**. Each general liability and automobile liability insurance policy shall be with insurers possessing a current A.M. Best's rating of no less than A:VII and shall be endorsed with the following specific language or equivalent:
- A. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations. Conforms to ISO CG 2009 and CG 2037 10 01. Both are required.
  - B. This policy shall be considered primary insurance as respects to the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
  - C. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - D. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.
  - E. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
  - F. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage except after thirty (30) days written notice has been received by the City.
- VI. **Deductibles and Self-Insured Retentions**. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retention's.
- VII. **Certificates of Insurance**. Consultant shall provide certificates of insurance with original endorsements to City, as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Development Services Department  
**Presentation By:** Aaron M. Busch, Community Development Director

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**Summary**

**Subject:** Request from Interwest Homes to be relieved of the requirement to prepare a Master Plan for the Tierra Buena Road area so that they can apply for the subdivision of their property along Tuly and Elmer Roads.

**Recommendation:** Authorize Interwest Homes to proceed with the subdivision of their property without the requirement for the preparation of a Master Plan.

**Fiscal Impact:** None. The costs for processing the subdivision map application will be funded by the payment of the required entitlement fee, a flat rate fee that covers all staff costs. Furthermore, the applicant will be required to pay their pro-rata share (estimated at \$12,000) for the future preparation of a Master Plan.

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**Purpose:**

To allow Interwest Homes to proceed with the processing of their subdivision map without having to prepare a Master Plan document.

**Background:**

On March 15, 2005, the City Council approved a resolution adopting 12 Growth Policies for the City's Sphere of Influence (SOI) including the requirement to prepare either a Specific Plan or Master Plan prior to annexing into the City as shown in Attachment 1. The purpose for these growth policies is to ensure that as the City expanded into the SOI, new development is comprehensively planned and designed to ensure that there is adequate infrastructure and public facilities to serve the new area. The 12 Growth Policies are included as Attachment 4.

One such area designated for the preparation of a Master Plan is the area primarily located north of Butte House Road, bisected by Tierra Buena Road (see Attachment 2). The entire area within the boundaries of this pre-defined Master Plan boundary is approximately 405 acres. With the exception of the 11.94 acres owned by Interwest Homes, and approximately 17.5 acres located along the north side of Butte House Road, between Tuly Road and Romero Street, the remaining portion of the Master Plan boundary is not yet within the City limits.

Interwest Homes explains in their attached letter (Attachment 3) that they had originally sought to subdivide and develop the subject property in 2004 before the City adopted the Twelve Growth Policies. However, they were required to prepare a Master Plan so they decided to delay the project. Now that the economy is improving Interwest Homes is seeking City Council approval to be exempt from the requirement to prepare a Master Plan prior to the development of their property.

## **Analysis**

The Master Plan and Specific Plan process ensures that all components associated with land development are comprehensively addressed. The City's 12 Growth Policies identify specific issues that must be addressed in order to proceed with the development of property designated within either a Master Plan or Specific Plan area. Regrettably, the preparation of a Master Plan (or Specific Plan) can be a lengthy and costly process to complete which is why Interwest Homes is seeking Council approval to exempt their property from the completion of a Master Plan in order to construct their project during this new upswing in residential development. Please be advised that this particular exemption does not excuse the applicant from any other Growth Policies.

Interwest Homes in their request to the City (Attachment 3) has indicated that they are preparing to subdivide the 11.94 acres into a 39-lot single family residential subdivision. According to Interwest Homes, there is a new economic cycle right now for new single family residential development projects. Having to prepare a Master Plan could adversely delay the project beyond this cycle and could eliminate their opportunity to develop the proposed project.

As stated in their letter, that concerns about proper infrastructure planning are already addressed as a result of the prior development of the existing residential subdivisions to the east and west of their property. Connections to water and sewer infrastructure, as well as drainage improvements will occur from the existing improvements in place at Bradley Estates Drive and Heidi Way which is consistent with the City's Master Utility Plans.

Staff has performed a preliminary evaluation of the materials provided by Interwest Homes as part of their proposed subdivision map (File # SM 14-01) and generally supports their findings. A more detailed evaluation will be completed as part of the entitlement process. Through the subdivision map review process, staff will ensure that the project does not adversely impact surrounding properties, or affect the ability for other properties within the boundary of the Master Plan to develop. As part of the review of the subdivision map, staff will also ensure that the proposed project complies with the other components identified in the 12 growth policies, such as quality design, payment of impact fees and school fees, and formation (or annexation) of a Communities Facilities District in order to provide the necessary City services such as police and fire.

While staff strongly endorses the use of the Master Plan (and Specific Plan) process for those properties identified in Attachment 1, staff does support this request because of its proximity to existing city services and the relative ease it can connect with existing infrastructure. Staff supports the proposed request. However, to ensure that the property owner contributes their fair share of preparing a Master Plan document, Interwest Homes has agreed to contribute three percent of the cost of a typical Master Plan document. A typical Master Plan of this nature would cost approximately \$300,000, so Interwest's share would be \$12,000 (or four percent). The four percent figure was derived based on the fact that the 11.94 acre project represents four percent of the developable acreage (approximately 300 acres) within the overall Master

Plan boundary. The details for payment of these funds will be finalized as part of the future entitlement process.

## **Fiscal Impact:**

None. The developer of the proposed project will be required to pay all applicable application fees associated with the processing of their application requests.

**Recommendation:**

Authorize Interwest Homes to proceed with the development of their property without the requirement for the preparation of a Master Plan.

**Prepared By:**

*/s/ Aaron Busch* \_\_\_\_\_

Aaron M. Busch  
Community Development Director

**Submitted By:**

*/s/ Steve Kroeger*

Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance  
City Attorney

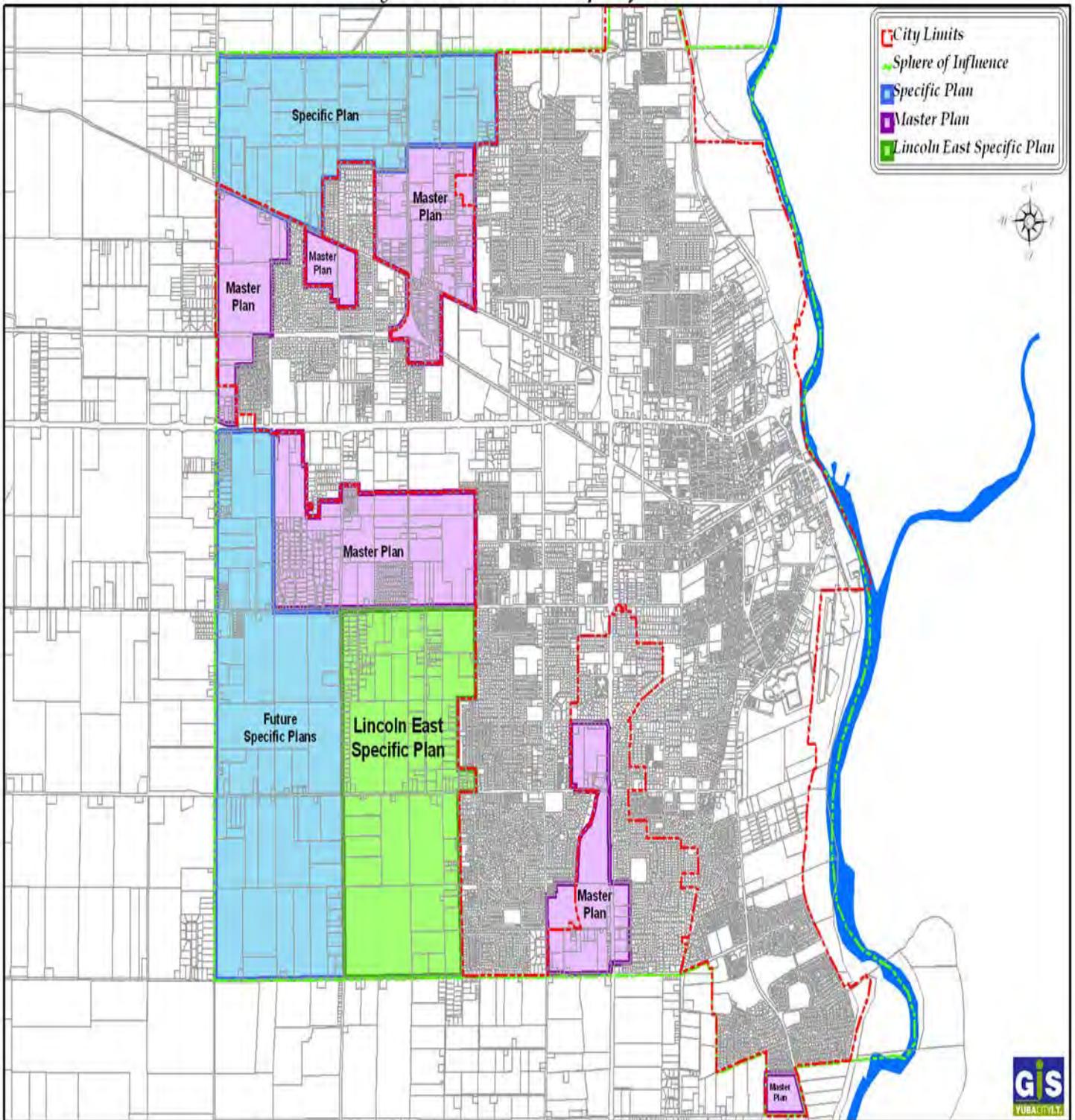
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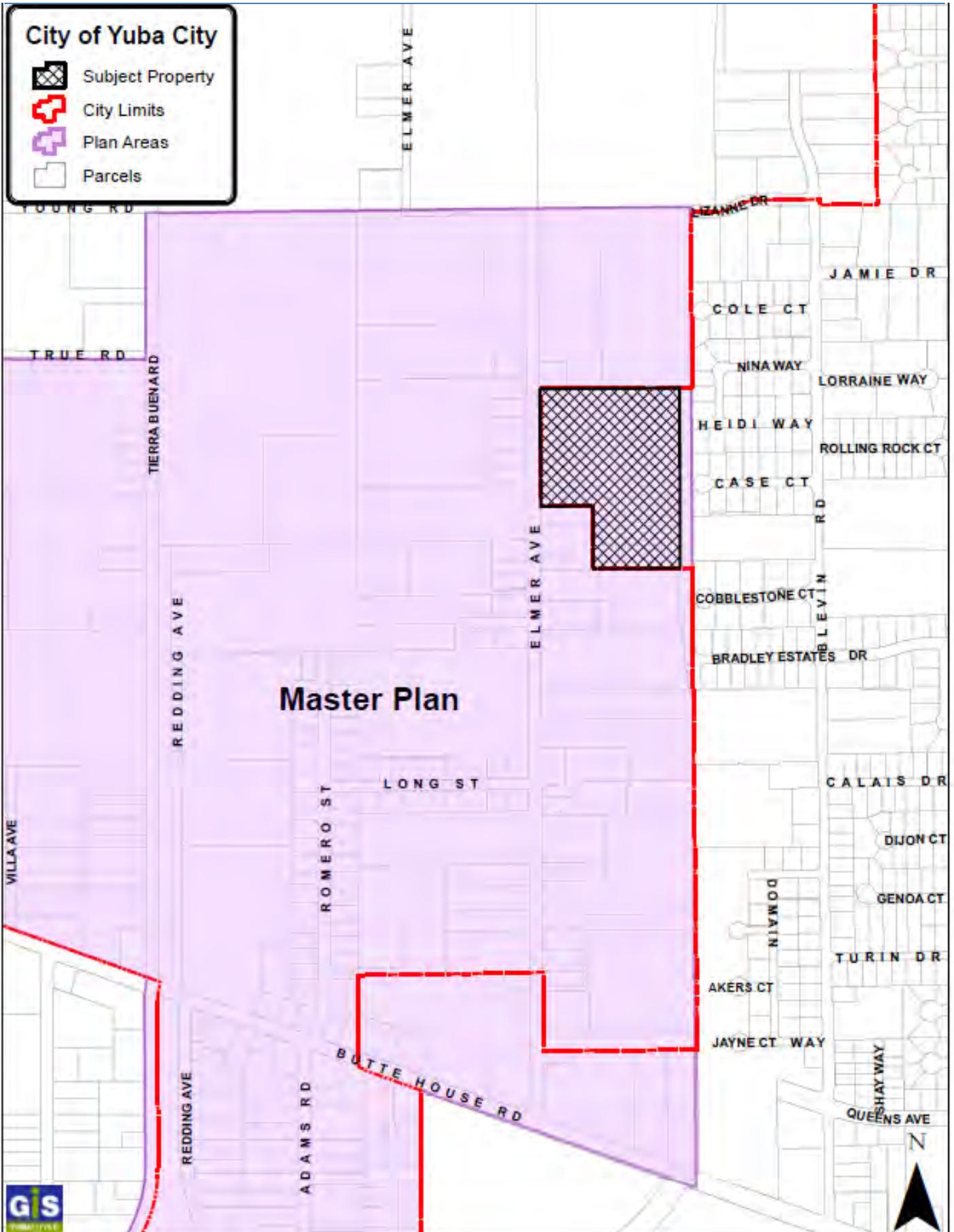
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**Attachments**

1. Citywide Master Plan and Specific Plan Exhibit
2. Tierra Buena Road Master Plan Exhibit
3. Request from Interwest Homes
4. Twelve Growth Policies

# Yuba City Master Plan & Specific Plan Areas







ENGINEERS & SURVEYORS SINCE 1892

October 24, 2014

Mr. Aaron Busch  
City of Yuba City  
1201 Civic Center Boulevard  
Yuba City, CA 95993

**SUBJECT: Subdivision Map 14-01; Valencia Estates  
Request for Exclusion from Master Plan Requirement**

Interwest Homes Corporation is proposing a residential subdivision on Elmer Road (APN 59-530-025). The project consists of thirty nine (39) single family residential lots. The project will construct a portion of Tuly Parkway along with sewer, water, storm drainage, and roadway infrastructure.

The property is currently located within annexed land east of Elmer Road and west of Blevin Road adjacent to the future Tuly Parkway and identified as APN 59-530-025. This project was originally submitted to the City in May of 2004 and at this time was referred to as Westfield Village. The project was initially held up because of a tax exchange agreement related to vehicle license fee (VLF) property tax swap. The VLF property tax swap had a negative effect on Cities for newly annexed lands and the City wanted to understand the effect prior to the pre-annexation zoning and annexation of the land. This delayed the project numerous months. During this delay, the City passed Resolution 05-049 and added a requirement for the property to be included in a Master Plan and to meet the twelve (12) growth policies. Interwest Homes is concerned that if the project had to wait for a Master Plan to be prepared or had to fund the Master Plan and wait for reimbursement, this project may again be delayed another ten (10) years depending on the next economic cycle. The main reason for a Master Plan is the technical portion to insure the utilities are properly sized and extended. This includes water, sewer, and storm drainage along with roadways. Since Resolution 05-049, the City has completed sewer and water master plans, a detailed circulation plan, and the Northwest Yuba City Drainage Master Plan. MHM has worked with City Staff on the development of the tentative map determined the existing infrastructure in the adjacent subdivisions and Blevin Road can handle the development. The project will not affect the ability of the remaining area to be Master Planned. The project will pay the City wide impact fees, the sewer and water connections fees, the Northwest Yuba City Drainage Master Plan fees, and the fair share of the Master Plan cost. The property is 11.94 acres and the total Master Plan Boundaries is approximately 405 acres or about three (3) percent of the total area. On behalf of Interwest Home Corporation, we request an exclusion from preparing the Master Plan.

The proposed project will be well planned and designed project to ensure compliance with all zoning and development standards. We understand that the project will have to go through the City of Yuba City's normal entitlement process. This exclusion from the Master Plan requirement does not grant the project any special entitlements. The project entitlement process

will include a tentative subdivision map as a minimum. The tentative map has been submitted and the City has assigned the project Subdivision Map No. 14-01. The project is now referred to as Valencia Estates. During the previous entitlement process started in 2004, Interwest Homes was requested to name one of the streets after Kristina Elizabeth Miller who passed away on June 5, 2004. The tentative map includes this name on one of the roadways within the subdivision. We have attached a copy of the tentative map.

Please contact Ron Scott at 530-671-4600 with any questions and/or to schedule a meeting. Any technical questions should be directed to Sean Minard with MHM Incorporated at 530-742-6485.

Sincerely,

**MHM Incorporated**

*Original signed copy - hand delivered*

Sean Minard, P.E., P.L.S.  
VP, Director of Engineering

**PROJECT NOTES**

<b>OWNER</b> SCOTT FAMILY TRUST 1301 GROSS AVE YUBA CITY, CA 95991 CONTACT: RON SCOTT PHONE: (530) 671-8000	<b>AREA OF TENTATIVE MAP</b> 11.94 GROSS ACRES EXISTING USE VACANT	<b>FIRE PROTECTION</b> CITY OF YUBA CITY <b>SANITARY SEWER</b> CITY OF YUBA CITY
<b>APPLICANT</b> 950 HARPER ROAD, SUITE 402 YUBA CITY, CA 95991 CONTACT: RON SCOTT PHONE: (530) 671-8000	<b>EXISTING GENERAL PLAN DESIGNATION</b> PROPOSED GENERAL PLAN DESIGNATION LOW DENSITY RESIDENTIAL LOW DENSITY RESIDENTIAL	<b>DIAMETRIC WATER</b> CITY OF YUBA CITY <b>STORM DRAINAGE</b> CITY OF YUBA CITY
<b>ENGINEERS/SURVEYOR</b> SEAN MCKAY, P.E., P.L.S. 1201 E STREET, P.O. BOX 9 MARIETTA, CA 95901 CONTACT: SEAN MCKAY, P.E., P.L.S. PHONE: (530) 742-0485	<b>EXISTING ZONING</b> R-1 <b>PROPOSED ZONING</b> R-1 <b>LEVEE PROTECTION</b> LEVEL DISTRICT NO. 9 OF SUTTER COUNTY	<b>ELECTRICITY</b> PACIFIC GAS AND ELECTRIC <b>NATURAL GAS</b> PACIFIC GAS AND ELECTRIC <b>TELEPHONE</b> AT&T
<b>ASSESSOR'S PARCEL NO.</b> 59539463	<b>SCHOOL DISTRICT</b> YUBA CITY UNIFIED SCHOOL DISTRICT	<b>CABLE</b> COMCAST

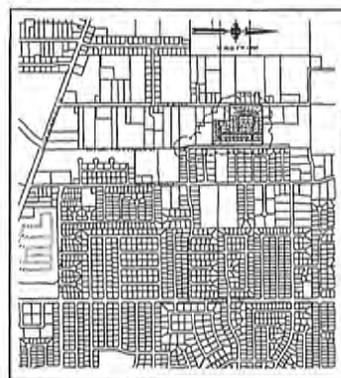
- GENERAL NOTES:**
1. SUBDIVIDER RESERVES THE RIGHT TO PHASE DEVELOPMENT AND FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66458.1 (M) OF THE SUBDIVISION MAP ACT.
  2. A 19.2 FOOT PUBLIC UTILITY EASEMENT SHALL BE LOCATED ADJACENT TO ALL PUBLIC RIGHT OF WAYS EXCEPT ADJACENT TO CUL-DE-SAC THE PUBLIC UTILITY EASEMENT SHALL BE 10 FEET UNLESS OTHERWISE APPROVED BY CITY ENGINEER.
  3. THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ACTUAL DIMENSIONS, ROAD ALIGNMENTS, ACREAGE, AND YIELDS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
  4. THIS IS AN APPLICATION FOR A DEVELOPMENT HEARIT.
  5. VILLAGE NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
  6. ALL EXISTING STRUCTURES AND WELLS TO BE REMOVED PRIOR TO CONSTRUCTION.
  7. OWNERS, APPLICANT, ENGINEER, AND SURVEYOR SHALL RECEIVE ANY COMMUNICATIONS AND/OR NOTICES RELATED TO THIS PROJECT.
  8. STREET TREES SHALL BE PLANTED PURSUANT TO CITY OF YUBA CITY STANDARDS. ADDITIONAL DETAIL SHALL BE PROVIDED ON THE IMPROVEMENT PLANS.
  9. THE SEPTIC EASEMENT BENEATHING AVE 17466403 SHALL BE ABANDONED IN PURSUANT TO SUBDIVISION MAP ACT SECTION 6644 (G). THE EASEMENT WAS FOR REPT. ACCIDENT AREA ONLY AND NO SYSTEM CURRENTLY EXIST. A FOUR (4) INCH CITY SEWER STUB SHALL BE PROVIDED AT THE END OF NICK COURT. AVE 17466403 SHALL PAY ALL REQUIRED CITY CONNECTION FEES AND OTHER REGULATIONS OF CITY OF YUBA CITY PRIOR TO USE.

**LAND USE SUMMARY**

<b>LOT SUMMARY*</b>			
VILLAGE NO. 1 = 13 LOTS	3.83 AC	3.29 DU/AC	
VILLAGE NO. 2 = 36 LOTS	6.82 AC	3.81 DU/AC	
<b>SUBTOTAL = 39 LOTS (RESIDENTIAL)</b>	10.65 AC	3.66 DU/AC	
<b>MAJOR ROADWAY**</b>	1.20 AC		
<b>SUBTOTAL = (NON-RESIDENTIAL)</b>	1.20 AC		
<b>TOTAL =</b>	11.84 AC		

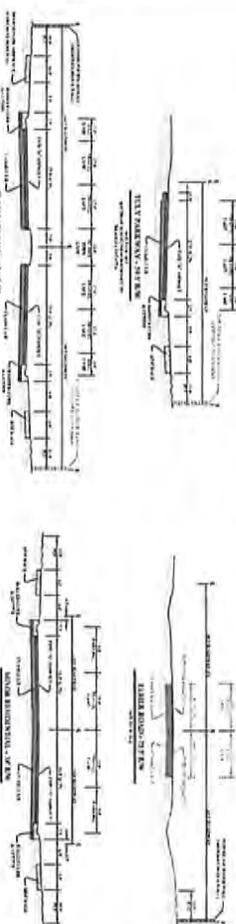
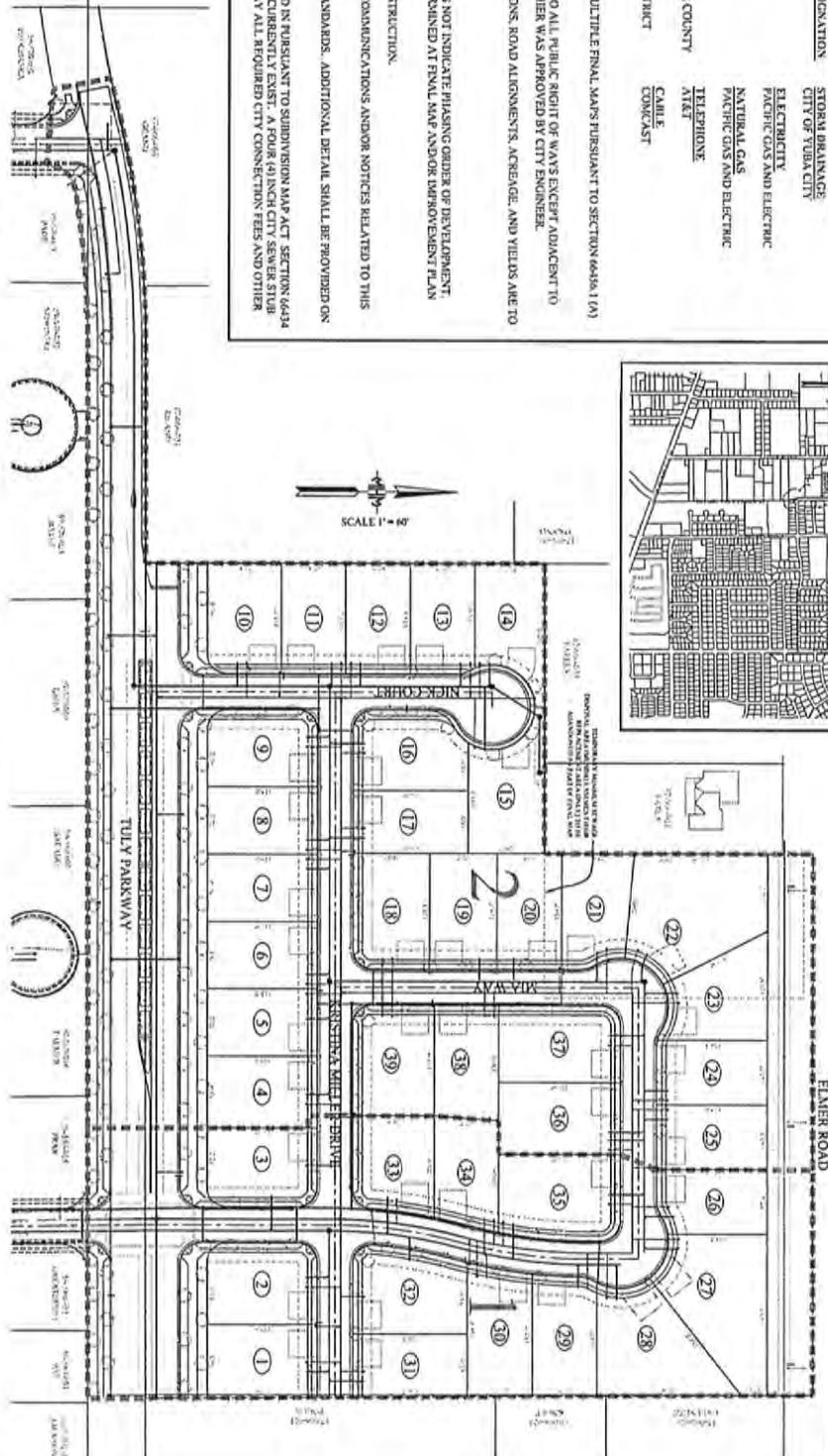
\*ALL ACREAGES AND DENSITIES EXCLUDE ARTERIAL AND COLLECTOR STREETS  
\*\*MAJOR ROADWAY REFERS TO TULLY PARKWAY

**LOCATION MAP**



**TENTATIVE SUBDIVISION MAP 14-01  
VALENCIA ESTATES**  
CITY OF YUBA CITY, CALIFORNIA

REVISIONS  
 1. DATE: RENEWED OCTOBER 11, 2014  
 2. DATE: RENEWED OCTOBER 11, 2014  
 3. DATE: RENEWED OCTOBER 11, 2014  
 4. DATE: RENEWED OCTOBER 11, 2014  
 5. DATE: RENEWED OCTOBER 11, 2014  
 6. DATE: RENEWED OCTOBER 11, 2014  
 7. DATE: RENEWED OCTOBER 11, 2014  
 8. DATE: RENEWED OCTOBER 11, 2014  
 9. DATE: RENEWED OCTOBER 11, 2014  
 10. DATE: RENEWED OCTOBER 11, 2014



**SURVEYORS STATEMENT:** EASEMENTS OF RECORD ARE SHOWN AND LABELED PER PRELIMINARY TITLE REPORT BY PLACE TITLE COMPANY ORDER NUMBER 120131091 DATED APRIL 1, 2014

SEAN MCKAY, P.E. 53901, P.L.S. 0097

**M.H.M.**  
 ENGINEERS & SURVEYORS SINCE 1892  
 1001 G STREET, 5TH FLOOR  
 MARIETTA, CA 95901  
 TEL: 530-742-0485  
 FAX: 530-742-5295

2 INDICATES PROPOSED PHASE

**RESOLUTION NO. 05-049**

**A RESOLUTION OF THE CITY OF YUBA CITY CITY COUNCIL  
ADOPTING GROWTH POLICIES FOR THE CITY'S SPHERE OF INFLUENCE  
INCLUDING THE DEVELOPMENT OF SPECIFIC PLANS AND MASTER PLANS  
PRIOR TO ANNEXING TO THE CITY**

WHEREAS, the City Council and Planning Commission conducted public Study Sessions on January 25 and February 15, 2005 regarding City growth policies as they relate to future development of the City's Sphere of Influence; and

WHEREAS, the City Council established boundaries for the development of Specific Plans and Master Plans (attached map Exhibit "A"); and

WHEREAS, the City Council recognizes the importance of development paying its own way and that the policies and goals of the 2004 General Plan be fully implemented as the City expands into the Sphere of Influence; and

WHEREAS, the City Council expects development to pay the full cost, including staff time to develop Specific Plans and Master Plans; and

WHEREAS, the Specific Plans and Master Plans would be required to comply with and implement the 2004 General Plan policies; and

WHEREAS, the City is in the process of developing implementation policies for the City's General Plan including impact fees, zoning ordinances, drainage studies, etc. and that these policies will not be fully adopted until 2006; and

WHEREAS, in order to allow development to proceed in an orderly manner within the City's Sphere of Influence the City Council proposes the attached policies including the requirement for a Development Agreement prior to property annexing to the City.

NOW THEREFORE, BE IT RESOLVED, that it is the intent of the City Council of the City of Yuba City to ensure the future growth in the City is developed in a manner consistent with the adopted General Plan and implementation measures.

That growth policies in the Yuba City General Plan recognize that growth is caused by a wide variety of factors: state of the economy, interest rates, and availability of infrastructure outside of the City's jurisdiction. While most of these factors are out of the control of the City, the City should control the planning of land use and the financing of all new infrastructure including new roads, public improvements, and public safety services. To this end the City can influence the rate of growth, the location of growth, the timing of growth, level of service, and the provision of municipal services including sewer and water and public safety services.

Within the areas identified as "Specific Plan Area," no preannexation zoning shall be accepted until completion of the specific plan.

Within the areas identified as "Master Plan Areas," preannexation zoning requests may be processed pending approval of a Development Agreement that addresses the 12 policies presented below. The six preannexation zoning requests received prior to February 15, 2005 shall be given priority over subsequent preannexation zoning applications for sewer, water and preparation of Development Agreements.

Projects within the City prior to these preannexation zonings shall be given priority for available City services.

Prior to the City processing a preannexation zoning application, the following policies shall be implemented:

1. Prior to the City finalizing a development agreement, the developer will have a letter from the affected school district stating that the developer has satisfied their requirements for school infrastructure. This would generally apply to any developments over 4 residential units. The School District would expect, at a minimum, that all residential developments enter into a Mello Roos District and that depending on the size of development, land dedication and school development may be an alternative, subject to negotiation with the District.
2. All residential subdivisions will include an affordable housing component that meets the minimum production standard of affordable housing outlined in the regional compact with SACOG adopted by the City of Yuba City in November 2004. There are a variety of options of how best to meet the affordable housing requirement. These options would be subject to negotiations between the City and developer.
3. Drainage Plans shall be provided for all subdivisions of land and shall comply with the City and County's master drainage plans.
4. All developments proposing preannexation zoning to the City will enter into a Development Agreement with the City. At a minimum, the Development Agreement will address the financing of roads, parks, public facilities, sewer, water, drainage, and surrounding infrastructure as established in the General Plan.
5. All residential subdivisions shall meet the minimum standards for residential design as established by the City Council.
6. Sewer and water fees, including connection fees and the installation of major trunk lines from both plants, shall be incorporated into the cost of development and shall be part of the Development Agreement.
7. Development will be required to pay their fair share of major roadwork as part of their development and, in some cases, construct improvements of collectors and arterials that will adequately address infrastructure concurrent with their proposed development. This would be negotiated as part of the Development Agreement.
8. Payment of impact fees, which incorporate the public improvements necessary to implement the General Plan, will be required and will be part of the Development Agreement. These fees will be estimates and final payment will be based on a

formally adopted impact fee study approved by the City Council. In addition to the park impact fee, the Quimby Act will also apply.

9. Payment of a fee to address levee improvements and potential flood issues will be required as part of the Development Agreement.
10. All developments will enter into a Community Facilities District to assist in funding police, fire and park maintenance.
11. All developments will address the community design policies in the General Plan including walkable, livable concepts and address the village concept as provided for in the General Plan.
12. It will continue to remain the policy of the City that City services will not be extended to unincorporated areas of the Sphere of Influence without first annexing to the City. As in the past, exceptions can be granted for serious health and safety related problems.

Once the above policies have been completed and checked off by the Community Development Department and approved by the City Manager, a hearing for preannexation will be scheduled before the Planning Commission and City Council for consideration. All of these policies are subject to adequate sewer and water capacity and will be processed on a case-by-case basis. Developments completing the process and receiving preannexation zoning and annexation to the City will be issued building permits based on the City's ability to provide sewer and water at that time.

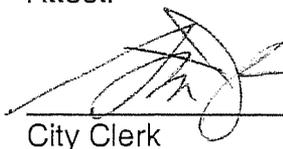
These policies will be reviewed following the adoption of the implementation legislation, i.e., zoning ordinance, impact fees, etc. for the General Plan sometime in early 2006.

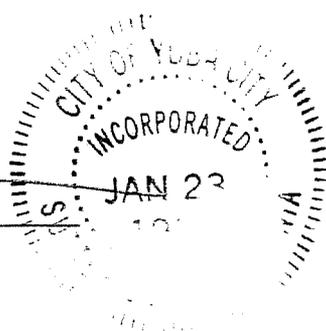
BE IT FURTHER RESOLVED, that the City Council adopts these policies and attached "Exhibit A" outlining the Specific Plan boundaries and Master Plan.

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 15<sup>th</sup> day of March, 2005.

AYES: Councilmembers Doolittle, Hellberg, Miller, Ramirez and Mayor Cartoscelli  
NOES: None  
ABSENT: None

Attest:

  
\_\_\_\_\_  
City Clerk



  
\_\_\_\_\_  
Karen Cartoscelli, Mayor

CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014

**To:** Honorable Mayor & Members of the City Council

**From:** Community Development Department

**Presentation By:** Aaron M. Busch, Community Development Director

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**Summary**

**Subject:** Continuation of reduced development impact fees for single-family residential development and consideration of reduced development impact fees for all other residential development types (i.e. duplex, multi-family, and mobile home)

**Recommendation:** Adopt a Resolution that: 1) authorizes the extension of a temporary city-wide reduction of development impact fees for residential development projects beginning January 1, 2015; and, 2) authorizes the temporary city-wide reduction of development impact fees for “other” residential development projects (including: duplex; multi-family; and, mobile home) beginning January 1, 2015

**Fiscal Impact:** The potential difference in the amount of development impact fees collected is \$5,296 per unit. The potential difference in the amount of development impact fees collected is: \$4,968 per unit for Duplex projects; \$3,758 per unit for Multi-family projects; and, \$3,042 per unit for Mobile Home projects

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**Background:**

At the February 5, 2013 City Council meeting, the Council approved an extension of the reduced impact fee program in response to a request from Interwest Homes about the possibility of the City continuing to collect reduced development impact fees for single-family residential units. Earlier that year, Interwest Homes had requested the extension of the reduced impact fee program because they had utilized their final building permit under the prior reduced fee program that expired in December, 2012.

With the expiration of the prior fee reduction program, the proposed reduced fee program consisted of a multi-year program that increased each subsequent year by approximately \$5,000 per unit (or 1/3 of the difference between 2004 and ultimate fee) each year.

At the December 17, 2013 meeting, the City Council approved the next incremental increase of the impact fee. As a reminder the planned annual increase of the impact fee for single family residential projects was based on the calculation below:

<b>2004 Impact Fee</b>	<b>Adjusted 2004 Impact Fee (w/levee)</b>	<b>Current Impact Fee (w/levee)</b>
\$5,658/unit	\$8,943/unit	\$24,833/unit
<b>Difference =</b>		<b>\$15,890/unit</b>

Based on the above difference in fee costs of \$15,890 per unit, the planned annual increase would equate to \$5,297 each year (\$15,890 divided by 3 = \$5,297).

As the end of 2014 approaches, staff is bringing this matter back to Council for further discussion regarding the next planned increase for the beginning of 2015. In a related matter, staff is also proposing a temporary reduction for all other types of residential development projects (i.e. duplex; multi-family; and, mobile home) for consistency purposes.

At the time the subject of reduced impact fees for single family residential projects was being discussed, there were no applications being made for the “other” types of residential development. As a result, there was no discussion regarding a similar fee reduction for those other residential use types.

Recently, however, staff was contacted by two different developers who are looking to construct two individual multi-family apartment projects. According to both developers, the City’s current impact fees are too high to for their proposed projects to be financially feasible. Given that the current fees assessed for multi-family residential development projects are actually higher than the impact fees assessed for single family projects, it seems appropriate to incorporate the same temporary reduction methodology for the “other” residential use types

Provided below is a discussion regarding the planned increase in the single-family residential impact fees, as well as a discussion for a new temporary reduction in other residential impact fees.

**Analysis:**

**Single Family Residential Impact Fees**

By applying the same formulas as utilized in the prior table, the anticipated incremental increases would be as shown below :

<b>Implementation Date</b>	<b>Fee Proposal* (includes levee fee)</b>
Year One (2013) (Base 2004 impact fee <u>plus</u> levee fee)	\$8,943
Year Two (2014) (Base plus 1/3 difference)	\$14,240
Year Three (2015) (Base plus 2/3 difference)	\$19,537
Year Four (2016) (Full impact fee)	\$24,833

\* Does not include annual inflationary adjustments

Please note that the above amounts do not include the Sutter County impact fees or any other City fees such as water and sewer connection fees.

To date, the City has issued 59 single family residential permits through the end of October this year. In 2013, the City issued a total of 50 single family residential permits for the entire year. Given the slight improvement from last year (and prior years) staff believes that it is appropriate to continue forward with the previously approved fee reduction program, including an incremental increase as originally planned.

The proposed incremental increase is reflected in the attached Resolution (Exhibit A). As with the prior year, the reduced impact fee program would apply to anyone seeking to obtain a building permit for single family residential development projects. The Resolution also includes provisions for another annual review at the end of 2015, as well as a provision for the City Council to bring the item back for Council consideration in the event that the local economy picks up significantly and building permit activity increases dramatically to warrant a subsequent increase of the impact fee costs prior to end of 2015.

**Other Residential Impact Fees**

Provided in the table below is the three other residential use types with the 2004 impact fee rates, the current impact fee rates, and the overall difference between the two numbers.

Use Type	2004 Impact Fee	Current Impact Fee	Difference	Incremental Increase Amount
Duplex	\$6,675	\$21,578	\$14,903	\$4,968/yr
Multi-Family	\$3,174	\$14,449	\$11,275	\$3,758/yr
Mobile Home	\$4,549	\$13,674	\$9,125	\$3,042/yr

To remain consistent with the methodology that was used for the single family residential impact fee reduction, the resulting fee difference for each use type above was then divided by three to calculate the planned incremental increase for the three year implementation plan. By applying the same methodology that was used for temporary reduction for single family impact fees, the anticipated incremental increases for the other residential use types would be as shown below:

Implementation Date	Duplex	Multi-Family	Mobile Home
Year One (2013) (Base fee)	\$6,675	\$3,174	\$4,549
Year Two (2014) (Base + 1/3 difference)	\$11,643	\$6,932	\$7,591
Year Three (2015) (Base 2/3 difference)	\$16,611	\$10,690	\$10,633
Year Four (2016) (Full impact fee)	\$21,578	\$14,448	\$13,674

Does not include annual inflationary adjustments

Please note that the above amounts do not include other City fees such as levee, water and sewer connection fees. The above fee amounts also do not include Sutter County impact fees.

Staff is recommending that the implementation for the temporary impact fee reduction for the other three residential use types follow the same implementation schedule utilized for single family development projects.

The proposed temporary impact fee reduction for the other three residential use types is also reflected in the attached Resolution (Exhibit A).

### **Infill Reductions**

A final amendment that staff is proposing as part of this proposal relates to the reduction of impact fees for "Infill" projects. When the City Council approved the City's AB 1600 Impact Fee Update at their October 16, 2007 meeting, the Council also approved a provision for reduced impact fees for projects that were considered "Infill" projects. According to the provisions of the Resolution that approved the Impact Fee Update, Infill projects would be provided incentives to encourage development of infill projects in the Redevelopment area east of SR99. Those incentives included 50% fee reductions for: water/sewer (pipelines only); transportation; and, parks.

At that time, Infill projects were identified as projects located within the City's former Redevelopment boundaries (see Attachment 1). The purpose for using a location map versus a formal definition for "Infill" was that there are a variety of factors that contribute to a project being considered Infill that may not always be met. By utilizing the former Redevelopment boundary, it was assumed that projects within that boundary qualified as Infill projects since there was already city infrastructure and services in those locations.

The challenge with this approach is that the former Redevelopment boundary does not capture all areas within the community that could be considered Infill. For example, the two potential apartment projects are each located outside the boundaries of the former Redevelopment boundary and would therefore not be eligible for any Infill reductions. However, when you consider their respective locations at: 1) Kenny Drive, immediately east of E. Onstott Frontage Road; and, 2) south side of Lincoln Road, immediately west of Garden Highway, consideration should be given that these two projects be considered Infill. This is based on the fact that both sites are surrounded by existing development and most infrastructure improvements already exist.

To accommodate this type of occurrence, staff is recommending a minor modification to the Infill provision for impact fees. Staff recommends keeping the existing boundary definition, but adding a provision that other locations may be considered as an Infill project on a case by case basis, subject to the Community Development Director's approval. As part of that additional review process, staff would require that any project located outside the former Redevelopment boundary would have to be surrounded by existing development projects on at least 75 percent of its borders in order to be considered as Infill. These additional provisions are included in the attached Resolution (Exhibit A).

### **Fiscal Impact:**

The potential difference in the amount of development impact fees collected is \$5,296 per unit. The potential difference in the amount of development impact fees collected is: \$4,968

per unit for Duplex projects; \$3,758 per unit for Multi-family projects; and, \$3,042 per unit for Mobile Home projects

**Recommendation:**

Adopt a Resolution authorizing the extension of a temporary city-wide reduction of development impact fees for residential development projects beginning January 1, 2015.

**Alternative Recommendations:**

1. Recommend no continuation of the fee reductions and collect current impact fees at full value.
2. Recommend no increase be added and continue to collect the adjusted 2004 fee.

**Prepared By:**

*/s/ Aaron Busch*

Aaron M. Busch  
Community Development Director

**Submitted By:**

*/s/ Steve Kroeger*

Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance  
City Attorney

RB

TH

**Exhibits**

- A. Resolution

**Attachments**

1. "Infill" Boundary Map

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING A CONTINUED TEMPORARY  
CITYWIDE FEE REDUCTION FOR RESIDENTIAL HOMEBUILDERS  
ON NEW SINGLE FAMILY RESIDENTIAL UNITS**

**WHEREAS**, as a result of the on-going unprecedented economic and real estate environment, the City Council has previously reduced the development impact fees (“DIF”) for single-family residential projects in an effort to promote new residential development and new economic growth for the community; and,

**WHEREAS**, the City Council approved a Temporary Citywide Fee Reduction for 48 units utilizing the 2004 fee rates on June 2, 2009; and,

**WHEREAS**, the City Council approved an extension of the Temporary Citywide Fee Reduction for another 24 units utilizing the 2004 fee rates on May 4, 2010; and,

**WHEREAS**, all of the fee reduced permits authorized by the City Council had been utilized prior to the December 2012 deadline and the reduced fee program had expired; and,

**WHEREAS**, the City Council approved an extension of the Temporary Citywide Fee Reduction program through the end of December 2013, on February 5, 2013; and;

**WHEREAS**, the Council approved the first incremental increase in the fee amount planned for implementation on January 1, 2014 at their December 17, 2013 City Council meeting; and,

**WHEREAS**, the Council approved the extension subject to an annual review in December 2014 for purposes of discussing another incremental increase in the fee amount to be collected beginning in January 2015, and,

**WHEREAS**, the Council desires to approve a similar temporary reduction of impact fees for all other residential use types including: duplex; multi-family; and, mobile home as part of this approval; and,

**WHEREAS**, the Council desires to expand the definition of “Infill” projects in order to more accurately apply the allowable fee reduction to eligible development projects; and,

**WHEREAS**, the City of Yuba City expects the fee reduction will result in job retention and new secondary commerce throughout the community as a result of new residential construction activity stimulated by the fee reduction.

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

## SECTION 1.

The temporary citywide fee reduction program is hereby extended as follows:

- A. Beginning January 1, 2015 the development impact fee to be collected for new single family residential building permits shall be the 2004 impact fee amount (\$5,658) plus an increase \$10,594 (representing 2/3 of the difference between 2004 impact fee rates and the ultimate impact fee rate) for a sub-total of \$16,252 per unit. In addition, homebuilders will also be responsible for paying the then current levee, school, County impact, water, and sewer fees. All fees shall be paid upon the issuance of building permit.
- B. Beginning January 1, 2015 the development impact fee to be collected for new duplex, multi-family, and mobile home residential building permits shall be based on the 2004 impact fee amount plus an increase representing 2/3 of the difference between 2004 impact fee rates and the ultimate impact fee rate. Based on this methodology, the new impact fees for duplex is \$16,611 per unit; for multi-family is \$10,690 per unit; and, for mobile home is \$13,674 per unit. In addition, homebuilders will also be responsible for paying the then current levee, school, County impact, water, and sewer fees. All fees shall be paid upon the issuance of building permit
- C. Pre-payment of building permit fees (including the temporary reduced impact fee) prior to this planned increase shall only be allowed for specific lot numbers or addresses. Pre-payment of building permit fees for speculative lots is not allowed. If building permit fees have been pre-paid for a specific lot, the building permit shall comply with all applicable timelines of the California Building Code.
- D. This temporary fee reduction shall be valid until December 31, 2015. Prior to said expiration date, the City Council shall revisit this subject to determine if additional adjustments shall be made for the beginning of 2016. This provision does not preclude the City Council from bringing this matter back sooner for reconsideration of additional increases in the event the local economy and development industry dramatically improves.

## SECTION 2.

- A. The current definition for Infill project boundaries is hereby expanded so that other locations may be considered as an Infill project on a case by case basis, subject to the Community Development Director's approval. Any project under consideration for being classified as an Infill project that is located outside the former Redevelopment boundary would have to be surrounded by existing development projects on at least 75 percent of its borders in order to be considered as Infill.

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 18<sup>th</sup> day of November, 2014:

**AYES:**

**NOES:**

**ABSENT:**

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KASH GILL, MAYOR

ATTEST

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TERREL LOCKE, CITY CLERK

**RESOLUTION NO. \_\_**

**A RESOLUTION AUTHORIZING A CONTINUED TEMPORARY CITYWIDE  
FEE REDUCTION FOR RESIDENTIAL HOMEBUILDERS ON NEW SINGLE  
FAMILY RESIDENTIAL UNITS**

**WHEREAS**, as a result of the on-going unprecedented economic and real estate environment, the City Council has previously reduced the development impact fees (“DIF”) for single-family residential projects in an effort to promote new residential development and new economic growth for the community; and,

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responsible for paying the then current levee, school, County impact, water, and sewer fees. All fees shall be paid upon the issuance of building permit.

- B. Beginning January 1, 2015 the development impact fee to be collected for new duplex, multi-family, and mobile home residential building permits shall be based on the 2004 impact fee amount plus an increase representing 2/3 of the difference between 2004 impact fee rates and the ultimate impact fee rate. Based on this methodology, the new impact fees for duplex is \$16,611 per unit; for multi-family is \$10,690 per unit; and, for mobile home is \$13,674 per unit. In addition, homebuilders will also be responsible for paying the then current levee, school, County impact, water, and sewer fees. All fees shall be paid upon the issuance of building permit
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- D. This temporary fee reduction shall be valid until December 31, 2015. Prior to said expiration date, the City Council shall revisit this subject to determine if additional adjustments shall be made for the beginning of 2016. This provision does not preclude the City Council from bringing this matter back sooner for reconsideration of additional increases in the event the local economy and development industry dramatically improves.

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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 18<sup>th</sup> day of November, 2014:

AYES:

NOES:

ABSENT:

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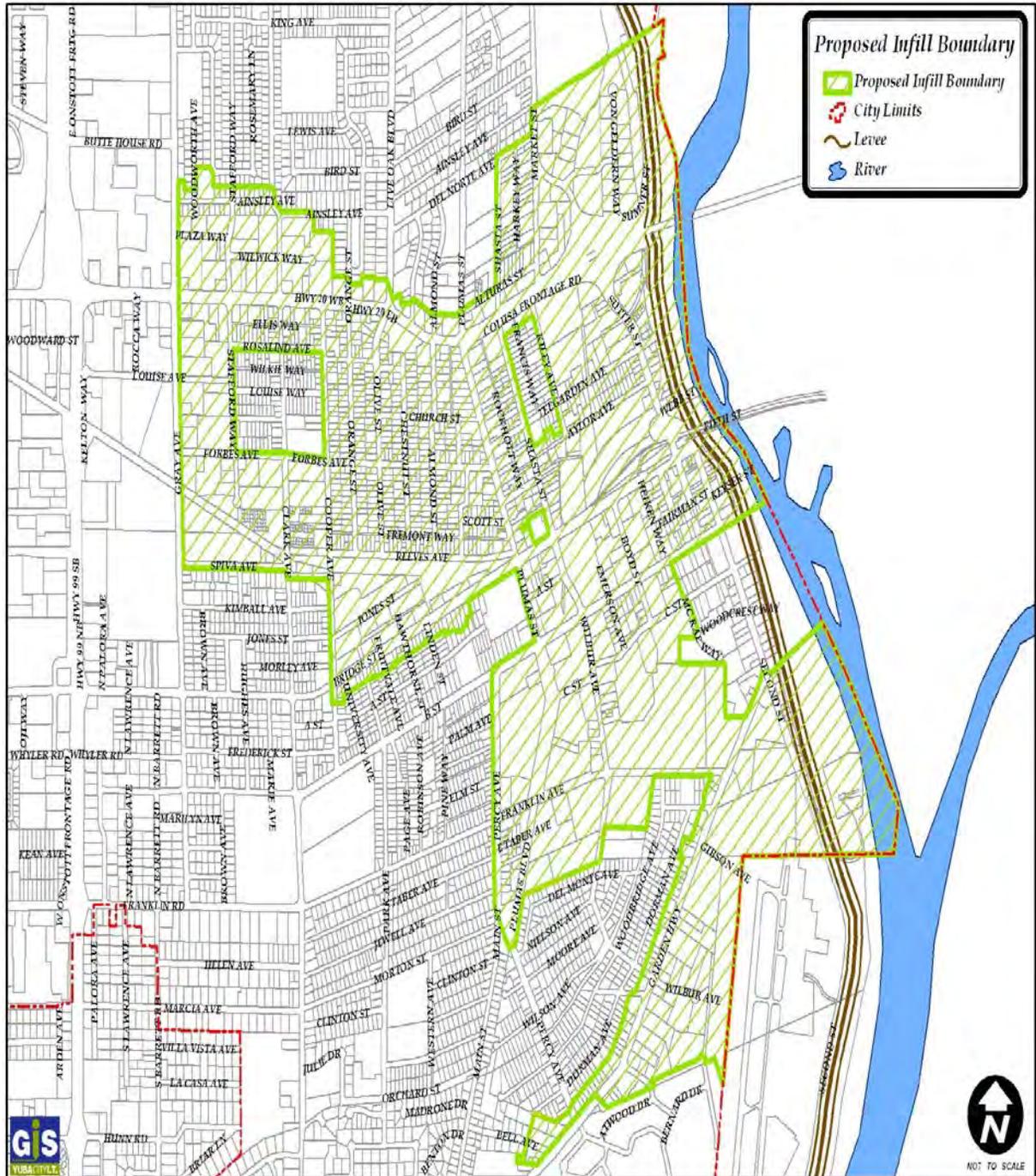
Kash Gill, Mayor

ATTEST

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Terrel Locke, City Clerk

### Proposed "Infill" Boundaries



CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Development Services Department  
**Presentation By:** Aaron M. Busch, Community Development Director

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**Summary**

**Subject:** Status update for the Highway 20 Revitalization Strategy for the future enhancement of Highway 20 between Highway 99 and the eastern city limits.

**Recommendation:** Direct staff to continue forward with the next step in the Highway 20 Revitalization Strategy which is the development of the “Highway 20 Opportunity Based Implementation Plan”

**Fiscal Impact:** SACOG has awarded the City \$100,000 for the second phase of the project. The City was required to match these funds in the amount of \$10,920 which will come from the City’s General Plan Update CIP fund (fund 901080-65514).

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**Purpose:**

Update regarding the City’s strategy for the future enhancement of the Highway 20 street corridor between Highway 99 and the eastern city limits.

**Background:**

The *Highway 20 Revitalization Strategy* is a multiple-phased project that is intended to revitalize an older and underutilized commercial corridor that serves as a prominent gateway into Yuba City. The ultimate vision for the *Revitalization Strategy* is to create an active and vibrant corridor of regional-serving and neighborhood-serving commercial and service uses that integrate well with the surrounding mixed use and residential development on either side of the corridor. New development and redevelopment will provide visible enhancements to the corridor and help to create a sense of place and distinct character in this important gateway area. Improvements will be attractive and pedestrian scaled.

To achieve this long-range vision for the Highway 20 corridor (especially now with the elimination of the former Redevelopment Agency), the City has been planning to incrementally develop key components for the successful revitalization of the subject corridor. The ultimate goal for the corridor would be the development of a Specific Plan for the corridor, however, such a process involves significant time and costs.

The first significant step towards this goal was taken in 2013 when the City Council authorized staff to initiate the first phase of the project which was to develop a conceptual vision for the highway corridor based on “Better Street Design” concepts. To assist the City with identifying potential streetscape improvements that could benefit the corridor as well as better connect the corridor with surrounding neighborhoods the City enlisted a professional team of architectural,

engineering, and transportation experts to facilitate walking tours and community workshops with local business owners and landowners. The goal for this first phase was to identify future improvements that will help achieve the long-range vision for our gateway corridor. Those multiple workshops have since been conducted and work has been completed on the “Highway 20 Better Street Design Guide” which is attached for review.

### **Analysis:**

The attached “Highway 20 Better Streets Design Guide” (Attachment 1) provides the City with important details about the challenges facing the revitalization of this important corridor, as well as impressive and achievable design solutions for enhancing the corridor. Specifically, the document provides the City with:

- Identification and details of all problem sites and issues along the corridor, both functionally and operationally (e.g. lane design and traffic signal timing).
- Recommendations and designs for improving the street design within the public right-of-way and along the private property frontage for every block along the corridor.
- Conceptual hardscape and landscape designs to implement on the corridor to enhance the visual image of the area.
- Alternatives for developing community interest and support (i.e. private investment) for implementing the planned vision for the corridor.

Staff will provide an overview of some of the key components at the City Council meeting as part of our presentation on this item.

Now that this document is complete, staff will be able to provide future private property owners along the corridor with designs of the ultimate vision for the redevelopment of the corridor, something the city currently lacks. The completion of this document also allows the City to pursue the next phases of the *Highway 20 Revitalization Strategy* which addresses the enhancement of the public right-of-way section of the corridor including the sidewalks on both sides of the street and the travel lanes and median island. Provided below is a summary of the next remaining phases of the planned strategy.

Phase Two will utilize the City’s second \$100,000 SACOG grant to expand upon the concepts of Phase One. Specifically, staff will build upon the concepts in the “Highway 20 Better Street Design Guide” by identifying specific public improvements for each segment of the Highway 20 corridor. This includes the preparation of construction level plans (at 50% level) that address: street trees, sidewalks, furniture, lighting, and possibly signage. In addition to the 50% level plans for the entire corridor, staff is also proposing to prepare 100% construction plans for that section of Highway 20 between Stafford and Clark Avenues. At this time, the City’s Engineering Division has released a Request For Proposals for the preparation of the work identified as Phase Two. It’s anticipated that a consultant will be selected and presented to the City Council for award of the contract in January 2015. A map of the highway corridor illustrating the level of plans being prepared is included as Attachment 2.

In order to complete the Phase Two work it is anticipated that road funds will be used to complement the \$100,000 SACOG grant. The purpose for preparing 100% construction plans for this section is to demonstrate a “sample” section of the median island improvements. This effort will also make the City’s plans for implementing Phases Three and Four of the project more competitive with SACOG’s next round of funding for a larger construction grant.

According to the staff at SACOG, in 2015 they are expecting a significantly larger amount of available funding for projects such as the City’s *Highway 20 Revitalization Strategy*. With that in mind, staff will be applying for funding from SACOG in 2015 for the following: funding to prepare the necessary 100% construction plans for the remainder of the corridor; and, to fund the actual

construction of the improvements to the public right-of-way section of Highway 20. As part of this effort, staff is planning to work with Cal Trans very closely to coordinate their planned sidewalk improvements in the corridor. Staff is hopeful that this partnership could help our competitiveness with the SACOG grant or even result in project funding from Cal Trans.

Provided below is a summary overview of the proposed Phasing Plan with likely implementation timelines:

**Phase Two** Design for HWY 20 Corridor

**Part A** : Preliminary Design – 50% Drawings that include:

- Design package to cover Hwy 99 to Bridge Overcrossing
- Public Right-of-Way only: design elements to be addressed include:
  - Street trees
  - Street furniture
  - Street lighting
  - Sidewalks and ramps
  - Median island design
  - Lane width design
- Must be coordinated with Cal Trans
- Will likely require nine (9) months to complete.

**Part B**: Final Design for block of Stafford to Clark – 100% drawings

- Working drawings prepared concurrently with Part A.
  - Goal to complete drawings in 2015.
  - Initiate construction in 2016.

**Phase Three** Final Drawings for remainder of corridor

- Apply for SACOG Construction Grant in 2015
- Preparation of 100% construction drawings for entire corridor
- Plans prepared during 2016

**Phase Four** Construction of Corridor Improvements

- Utilize SACOG Construction Grant from 2015
  - If awarded, plan to construct improvements in 2017
  - Utilize Cal Trans as partner to make their ADA sidewalk improvements – may have them contribute additional funding.

**Fiscal Impact:**

SACOG has awarded the City \$100,000 for the second phase of the project. The City was required to match these funds in the amount of \$10,920 which will come from the City's General Plan Update CIP fund (fund 901080-65514).

**Recommendation:**

Direct staff to continue forward with the next step in the *Highway 20 Revitalization Strategy* which is the development of the "*Highway 20 Opportunity Based Implementation Plan*".

**Prepared By:**

[/s/ Aaron Busch](#)

Aaron M. Busch  
Community Development Director

**Submitted By:**

[/s/ Steve Kroeger](#)

Steven C. Kroeger  
City Manager

**Reviewed By:**

Finance

[RB](#)

City Attorney

[TH](#)

**Attachments**

1. Highway 20 Better Streets Design Guide\*
2. Map of Highway 20 Corridor

\*(Please contact the City Clerk for a copy of this document)



CITY OF YUBA CITY  
STAFF REPORT

**Date:** November 18, 2014  
**To:** Honorable Mayor & Members of the City Council  
**From:** Administration  
**Presentation By:** Terrel Locke, City Clerk

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**Summary**

**Subject:** 2015 City Council Meeting Calendar

**Recommendation:** Staff recommends that the January 6<sup>st</sup>, July 7<sup>th</sup>, and August 4<sup>th</sup>, 2015 be canceled and that a Special Budget Study Workshop be scheduled on Tuesday May 26, 2015. Special Workshops, if needed, will be reserved for the second Tuesday of every month beginning at 5:00 p.m. in the Council Chambers

**Fiscal Impact:** None.

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**Purpose:**

To establish the City Council Meeting Calendar for 2015.

**Background:**

The Yuba City Municipal Code Section 2-1.01 sets the Regular meetings of the City Council to occur on the first and third Tuesday of each month at 6:00 p.m. in the Council Chambers. Special meetings or workshops may be called at any time by the Mayor or by a majority of the members of the Council.

In order to allow the City Council to determine their schedules in advance and to allow staff to prepare for meetings and workshops more efficiently, it is proposed that Council review and discuss a Council Meeting Calendar for 2015. A proposed calendar is attached for your reference.

**Discussion**

2015 provides few scheduling conflicts with City Council Meetings and holidays. Staff has the following recommendations for the upcoming year:

**January 6, 2015 – Cancel**

- The first meeting in January has traditionally been canceled because of the New Year's holiday. In addition, this year the City Hall offices will be closed the last week in December as furlough days, the time during which agenda preparation usually occurs.

**May 26, 2015 – Add Budget Study Workshop**

- The City Council and Staff hold a Special Meeting to discuss the Annual Budget and Capital Improvement Program. It is anticipated that budget adoption will occur at the first meeting in June.

July 7, 2015 – Cancel

- Council agendas for July and August are traditionally light. A Special Meeting can be scheduled for Tuesday July 28<sup>th</sup> if needed.

August 4, 2015 – Cancel

- The Council has the option of participating in National Night Out events on the first Tuesday in August in place of the scheduled Council meeting. National Night Out is designed to heighten crime and drug prevention awareness and to provide an opportunity to promote and celebrate police-community partnerships in crime prevention efforts. This event is well received by the community.

December 1, 2015

- Reserve for the new Mayor's swearing in ceremony.

**Alternatives:**

Regular meetings are set by the Municipal Code, however if needed, meetings can be canceled by the Council with sufficient notice, and special meetings can be scheduled as needed.

**Recommendation:**

Staff recommends that the January 6<sup>st</sup>, July 7<sup>th</sup>, and August 4<sup>th</sup>, 2015 be canceled and that a Special Budget Study Workshop be scheduled on Tuesday May 26, 2015. Special Workshops, if needed, will be reserved for the second Tuesday of every month beginning at 5:00 p.m. in the Council Chambers.

Prepared By:

*/s/ Terrel Locke*

Terrel Locke  
City Clerk

Submitted By:

*/s/ Steve Kroeger*

Steven C. Kroeger  
City Manager

Reviewed By:

City Attorney

TH

CITY OF YUBA CITY

**City Council Reports**

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

**Adjournment**