



AGENDA
JULY 19, 2016
REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

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

MAYOR	• John Buckland
VICE MAYOR	• Stanley Cleveland, Jr
COUNCILMEMBER	• Preet Didbal
COUNCILMEMBER	• John Dukes
COUNCILMEMBER	• Kash Gill
CITY MANAGER	• Steven Kroeger
CITY ATTORNEY	• Timothy Hayes

1201 Civic Center Blvd
Yuba City CA 95993

Wheelchair Accessible



If you need assistance in order to attend the City Council meeting, or if you require other accommodations such as signing services or interpreters to make a presentation to the City Council, the City is happy to assist you. Please contact the City offices at (530) 822-4602 at least 72 hours in advance so such aids or services can be arranged.

*The Council Chambers are equipped with auxiliary hearing devices so that no prior arrangements need to be made to attend the meeting. **City Hall TTY: 530-822-4732***

**AGENDA
REGULAR MEETING OF THE CITY COUNCIL
CITY OF YUBA CITY
COUNCIL CHAMBERS
JULY 19, 2016
5:00 P.M. – CLOSED SESSION
6:00 P.M. – REGULAR MEETING**

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

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, to allow for time for testimony.

Closed Session—Butte Room

- A. Confer with real property negotiators Steve Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding possible purchase of APN 51-630-025, 1190 Pease Road
- B. Confer with real property negotiators Steve Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding possible purchase of APN 52-077-010, 889 Bridge Street
- C. Confer with real property negotiators Steve Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding possible purchase of APN 52-412-013, 625 Clark Avenue
- D. Confer with legal counsel regarding existing litigation pursuant to Government Code Section 54956.9(d)(1), Wolfe, et al. vs. City of Yuba City, United States District Court Case 16-cv-01557-MCE-AC

Regular Meeting—Council Chambers

Call to Order

Roll Call: ___ Mayor Buckland
 ___ Vice Mayor Cleveland
 ___ Councilmember Didbal
 ___ Councilmember Dukes
 ___ Councilmember Gill

Invocation

Pledge of Allegiance to the Flag

Presentations & Proclamations

- 1. Sexual Assault Awareness Month Proclamation**
- 2. Parks Make Life Better Month Proclamation**

Public Hearing

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

Recommendation: Conduct a Public Hearing and after consideration of the item, adopt a Resolution confirming the diagram and assessment and levying the assessment for FY 2016/17, pursuant to the Benefit Assessment Act of 1982

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

Recommendation: Conduct a Public Hearing and after consideration of the item, adopt a Resolution confirming the diagram and assessment and levying the assessment for FY 2016/17, pursuant to the Landscaping and Lighting Act of 1972

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

Consent Calendar

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

- 7. Minutes of June 21, 2016**

Recommendation: Approve the City Council Meeting Minutes of June 21, 2016

8. Designation of Voting Delegates for the 2016 League of California Cities Annual Conference

Recommendation: Designate the Mayor to serve as the Voting Delegate for the 2016 League of California Cities Annual Conference in October and designate the Vice-Mayor and a Councilmember to serve as alternates

9. General Municipal Election November 8, 2016

Recommendation: Adopt a corrected Resolution calling and giving notice of the General Municipal Election to be held on Tuesday, November 8, 2016 for the election of two members of City Council, City Clerk and City Treasurer

10. 2015 Homeland Security Grant

Recommendation: Accept funding from the 2015 Homeland Security Grant in the amount of \$40,000 and authorize appropriate modification to the Fire Department's Budget

11. Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B_9

Recommendation: Adopt a Resolution confirming diagram and assessment and levying assessment for Fiscal Year 2016-2017 for Lighting and Landscape Maintenance District No. 6, Zone of Benefit B_9 [2510 Live Oak Boulevard]

12. Striping Project - 2016 (Plans & Specifications)

Recommendation: Adopt a Resolution approving the plans and specifications for the Striping Project - 2016 and authorizing advertisement for bids on the project (Engineer's Estimate - \$77,000)

13. Sale of Property: 625 Clark Avenue

Recommendation: Authorize the City Manager on behalf of the Housing Successor Agency to execute a Grant Deed and necessary documents to sell Real Property located at 625 Clark Avenue (APN 52-412-013) in the amount of \$175,000

14. Purchase of Property: 889 Bridge Street for the future widening of Bridge Street

Recommendation: Authorize the City Manager to execute a Purchase and Sale Agreement and Lease Agreement and Accept a Grant Deed for the Real Property purchase of 889 Bridge Street (APN 52-077-010) for \$200,000 plus half of the closing costs

15. Almond and Chestnut Streets – Street Lights

Recommendation: Support the Clean and Safe Initiative in the Downtown area by installing street lights on Almond and Chestnut Streets between Forbes Avenue and Reeves Avenue

General Items

16. Water and Wastewater Rates

- Recommendation:
- A) Adopt a Resolution setting the water rates to be in effect August 1, 2016
 - B) Adopt a Resolution setting the wastewater rates to be in effect August 1, 2016

17. Valencia Estates Subdivision

- Recommendation:
- A) Authorize the use of available developer-deposited construction-in-lieu funds associated with Tuly Parkway for developer reimbursement costs
 - B) Authorize the Finance Director to make a supplemental appropriation of \$208,128 of unallocated Road Developer Impact Fees to pay for the City's contribution toward Tuly Parkway
 - C) Adopt a Resolution approving the execution of a Subdivision Agreement with Interwest Homes Corp., dated July 19th, 2016, providing for public improvements associated with the Valencia Estates Subdivision Map [Subdivision is located on the west side of the future Tuly Parkway, north of Bradley Estates]
 - D) Adopt a Resolution approving the Final Map for Valencia Estates, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map, pending the necessary securities and rights-of-way are received per the associated Subdivision Agreement

18. Purchase of Planning, Building Permit and Business License software and Implementation Services to provide for online permit applications, plan review and business license applications and renewal

- Recommendation:
- A) Authorize the City Manager to approve the purchase of software licenses from Accela of San Ramon, CA, in an amount not to exceed \$30,447
 - B) Sign a Professional Services Agreement with The Sidwell Company of St. Charles, IL, for Implementation Services in an amount not to exceed \$45,444 for a total project cost not to exceed \$75,891 with the finding that it is in the best interest of the City

19. Business License Amnesty Period

- Recommendation: Approve an amnesty period for new business licenses opened prior to conducting a business license audit in September 2016

20. Fiscal Year 2016-2017 Citywide Sole Source and Professional Services Purchases

- Recommendation: Approve City-wide sole source and professional services purchases from July 1, 2016 through June 30, 2017, based on

each purchase recommendation being in the best interest of the City

Business from the City Council

21. Appointments to City of Yuba City Boards and Commissions

Recommendation: Approve the City Council Screening Committee Recommendations for Appointments

22. Cancellation of October 4, 2016 City Council Meeting

Recommendation: Cancel the October 4, 2016 as members of City Council and staff will be attending the League of California Cities Annual Conference from October 4, 2016 to October 7, 2016

23. Support Letter to Mayor of Dallas

24. City Council Reports

- Councilmember Didbal
- Councilmember Dukes
- Councilmember Gill
- Vice Mayor Cleveland
- Mayor Buckland

Adjournment



Proclamation

of the City Council

Sexual Assault Awareness in the City of Yuba City, July 2016

WHEREAS, Casa de Esperanza has led the way in addressing sexual assault by providing 24 hour hotline services to victims/survivors and their significant others, responding to emergency calls, offering support and comfort to those impacted by sexual assault during medical exams, criminal proceedings, and empowering those impacted by sexual assault to chart their own course for healing; and

WHEREAS, ending sexual assault must include active public and private efforts to *End Sexual Violence* in collaboration with Casa de Esperanza including conversation about what sexual violence is, how to prevent it, how to help survivors connect with crucial counseling and other supportive services, and how every segment of our society can work together to better address sexual violence; and

WHEREAS, staff and volunteers of sexual assault programs work year round to encourage every person to end sexual violence and to support survivors by providing prevention education and survivor empowerment information to schools, churches, civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues; and

WHEREAS, Casa de Esperanza has set an important example of how forging collaborative relationships between service agencies and organizations serves to improve the quality of service for those most profoundly and directly impacted by sexual violence, this setting an important example for how the rest of the community might work together to speak out and find solutions to sexual violence; and

WHEREAS, Casa de Esperanza request public support and assistance as it continues its efforts to bring real hope for freeing victims from the tragedy of sexual violence to create a future where all women, men and children can live free from violence and exploitation;

NOW, THEREFORE BE IT RESOLVED, that in recognition of the important work done by sexual assault programs, in cooperation with Casa de Esperanza., the Yuba City City Council hereby proclaims in the month of July 2016 that “**No Means No**”. Women and men working together can make a difference in the fight against sexual assault and gender violence in our community; proclaimed this 19th day of July, 2016.



Proclamation

of the City Council

July is Parks Make Life Better! Month

WHEREAS, Parks and Recreation makes lives and communities better now and in the future; and

WHEREAS, residents value recreation as it provides positive alternatives for children and youth to reduce crime and mischief especially during non-school hours; it promotes the arts, it increases social connections; aids in therapy; and promotes lifelong learning; and

WHEREAS, residents value their parks for access to outdoor spaces for children and adults to play and be active; exercise and group sports; and

WHEREAS, it is established through statewide public opinion research, 98% of California households visit a local park at least once a year; two in three households visit a park once a month; 50% of households participate in an organized recreation program; and most park use is with family and friends; and

WHEREAS, through the hard work and dedication of our Park Maintenance staff, our parks provide access to the serenity and the inspiration of nature and outdoor spaces as well as preserve and protect the historic, natural and cultural resources in our community; and

WHEREAS, the residents of the City of Yuba City, including children, youth, families, adults, seniors, businesses, community organizations, and visitors benefit from the wide range of parks, trails, open space, sports fields, tennis courts, facilities and recreation programs including Gauche Aquatic Park, Feather River Parkway, Senior Center, and Youth and Adult Sports provided by City of Yuba City; and

WHEREAS, the City Council urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods; and

WHEREAS, the City Council would like to recognize Recreation Supervisors Ann Gillen, JP LaCroix, Jessica Laney and J. Long; Parks Supervisor Ty Whitcomb; and the Parks and Recreation Commission consisting of Charles Anderson, Sharon Foote, Gary Hurlbut, Cyndi Shatswell and Ericka Summers for all their efforts to help create a better community and quality of life for our residents; and

WHEREAS, July is celebrated across the nation as Parks and Recreation Month,

NOW, THEREFORE, BE IT RESOLVED, that I, John Buckland, Mayor of the City of Yuba City and on behalf of the entire City Council of the City of Yuba City do hereby proclaim July 2016 as **Parks Make Life Better! Month** and in doing so, ask that the citizens of the City of Yuba City use of and enjoy its parks, trails, open space, facilities, and recreation opportunities.



CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Benjamin Moody, Deputy Public Works Director - Engineering

Summary

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

Recommendation: Conduct a Public Hearing and after consideration of the item, adopt a Resolution confirming the diagram and assessment and levying the assessment for FY 2016/17, pursuant to the Benefit Assessment Act of 1982

Fiscal Impact: Walton District – decrease in assessments
Tierra Buena District – increase in assessments

Purpose:

To confirm the diagram and assessment and levy the assessment for fiscal year 2016/17 within the Residential Street Light Maintenance Districts.

Background:

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

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

On June 21st, Council adopted a Resolution directing the filing of the Annual Report and a resolution of intention to order the improvements, setting a public hearing for July 19th to establish the assessments for fiscal year 2016/17.

Analysis:

The proposed assessments are shown in Exhibit A.

Fiscal Impact:

The proposed assessments for the Walton Area are less than fiscal year 2015/16, and the proposed assessments for the Tierra Buena area have increased some. The proposed levy amounts for each District are shown in Exhibit A.

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

<u>District</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Projected Reserve Fund Balance as of 7/1/17</u>
Walton Area	\$40,000	\$40,957	\$76,164
Tierra Buena Area	\$50,600	\$61,118	\$32,995

Alternatives:

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

Recommendation:

Conduct a Public Hearing and after consideration of the item, adopt a Resolution confirming the diagram and assessment and levying the assessment for FY 2016/17, pursuant to the Benefit Assessment Act of 1982.

Prepared by:

Submitted by:

/s/ Benjamin K. Moody

Benjamin K. Moody
Deputy P.W. Director - Engineering

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH via email

EXHIBIT A

WALTON RESIDENTIAL STREET LIGHT DISTRICT

Affected Subdivision	Proposed Assessment (per single unit - \$)	Change From Previous Year (\$)	Maximum Levy Allowed (\$)
Bogue Ranch	\$18.31	(\$15.44)	\$37.00
Bogue Ranch II	29.39	(24.79)	59.40
Cypress	20.65	(17.42)	41.74
Hampton Estates I	22.55	(19.02)	45.58
Hampton Estates II	20.68	(17.45)	41.80
Kushlia Village	30.67	(25.88)	62.00
Lincoln Park 2	26.00	(21.94)	52.56
Lincoln Pointe	25.47	(21.49)	51.48
Lincoln Village 1	30.39	(25.65)	61.44
Lincoln Village 2	25.12	(21.20)	50.78
Meadowood 1	36.17	(30.52)	73.12
Meadowood 2	55.35	(46.70)	111.88
Orchard 2	31.13	(26.26)	62.92
Orchard 3	17.12	(14.44)	34.60
Ravenwood 1	26.74	(22.57)	54.06
Ravenwood 2	17.01	(44.36)	67.28
Ravenwood 3	19.99	(16.86)	40.40
Sanborn Estates	31.45	(26.54)	63.58
Sandpiper 1, 2, 3	22.92	(19.33)	46.32
Sun Valley 2	25.47	(21.49)	51.48
Sunrise Village	28.97	(24.44)	58.56
W Ranch Meadowood	33.18	(27.99)	67.06
Walton Park Estates	18.80	(15.86)	38.00
Walton Ranch	29.71	(25.07)	60.06
Woodside Village 2	33.42	(28.20)	67.56

TIERRA BUENA RESIDENTIAL STREET LIGHT DISTRICT

Affected Subdivision	Proposed Assessment (per single unit - \$)	Change From Previous Year (\$)	Maximum Levy Allowed (\$)
Bryn Mawr Estates 3	\$58.38	\$5.31	\$61.22
Bryn Mawr Estates 4	62.47	5.68	65.52
Buena Vista #1	34.36	3.12	36.04
Buena Vista #2	80.00	7.27	83.90
Butte Rancho	64.25	5.84	67.38
Butte View Estates	84.95	7.72	89.10
Country Aire	74.11	6.74	77.72
Kira Estates	76.35	6.94	80.08
Loma Vista	78.53	7.14	82.36
Quail Pointe Estates	85.34	7.76	89.50
Ranchero #2 & #3	103.84	9.44	108.90
Ranchero #4 & #6	46.29	4.21	48.54
Ranchero Estates #1	61.46	5.59	64.46
Ranchero Estates #5	57.27	5.21	60.06
Rancho De Royo #2 Ph 1	120.56	10.96	126.44
Rancho De Royo #2 Ph 2	62.51	5.68	65.56
Skyview Place	78.09	7.10	81.90
Stonegate Village Unit 1	56.56	5.14	59.32
Stonegate Village Unit 2	49.49	4.50	51.90
Stonegate Village Unit 3	39.64	3.60	41.58
Suburban Acres	46.72	4.25	49.00
Tara Estates	48.50	4.41	50.86
Teja #4	68.39	6.22	71.72
Walnut Acres	49.88	4.53	52.32

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING THE DIAGRAM AND ASSESSMENT AND LEVYING THE ASSESSMENT FOR
THE FISCAL YEAR 2016/17 FOR THE YUBA CITY RESIDENTIAL STREET LIGHT
MAINTENANCE DISTRICT 1 (Walton Area) and YUBA CITY RESIDENTIAL STREET LIGHT
MAINTENANCE DISTRICT (Tierra Buena Area)**

(Pursuant to the Benefit Assessment Act of 1982)

WHEREAS, the City Council, pursuant to the Benefit Assessment Act of 1982, California Government Code Division 2, Chapter 6.4, Section 54703 et seq. (hereafter referred to as the "Act"), did by previous resolution order the Engineer of Work, Richard Kopecky with Willdan Financial Services, to prepare and file reports in connection with the Yuba City Residential Street Light Maintenance District (Walton Area) and the Yuba City Residential Street Light Maintenance District (Tierra Buena Area), hereafter referred to as the "Districts," the Zones therein and the proposed levy and collection of annual assessments against parcels of land for the fiscal year commencing July 1, 2016 and ending June 30, 2017; and

WHEREAS, the Engineer of Work filed reports and the City Council adopted its Resolution of Intention to Levy and Collect Assessments with the Districts for fiscal year 2016/17 and set a public hearing to be held on July 19, 2016 in the meeting place of the City Council, City Hall, 1201 Civic Center Boulevard, Yuba City, California. Notice of the hearing was given in the time and manner required by law; and

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

WHEREAS, the City has complied with all laws pertaining to the levy of the special Assessments, including Proposition 218, to be collected per Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Landscape and Lighting Act of 1972, and Article XIII C and Article XIII D of the California Constitution; and

WHEREAS, the assessment is being levied without regard to property valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Sutter harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County;

NOW, THEREFORE, the City Council of the City of Yuba City hereby confirms the diagram and assessment as set forth in the annual reports of the Engineer of Work and hereby levies the assessment set forth therein for the fiscal year 2016/17.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2016.

Ayes:

Noes:

Absent:

John Buckland, Mayor

ATTEST:

Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presentation by: Benjamin Moody, Deputy Public Works Director - Engineering

Summary

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

Recommendation: Conduct a Public Hearing and after consideration of the item, adopt a Resolution confirming the diagram and assessment and levying the assessment for FY 2016/17, pursuant to the Landscaping and Lighting Act of 1972.

Fiscal Impact: District 1 – no change in assessment
District 2 – increase in assessment
District 3 – increase in assessment
District 4 – minor changes in assessment
District 5 – increases in assessment for 5- (A, G, H, I, K and L), no change in assessment for 5- (C, B, and F) and decreases in assessment for 5- (D, E, and J)
District 6 - increases in assessment for A1-A3, B1-B4, and B7-B8, and no change in assessment for B5 and B6

Purpose:

To confirm the diagrams and assessment and levy the assessment for fiscal year 2016/17 within the Yuba City Landscape Maintenance District No. 1 and Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5, and 6.

Background:

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

District 1 includes the Stabler Lane area (Zone 1A) and Garden Highway area (Zone 1B & 1B_1). Zones 1A and 1B do not have provisions for a cost of living adjustment (COLA) and

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

District 2 (Town Square Area), 3, 4, 5, (69 subdivisions located throughout the City) and 6 (several commercial areas throughout the City) have provisions for a COLA, which is based on the Consumer Price Index from February to February for District 2 and May to May for Districts 3-6. The COLA was determined to be a 1.02% change from last year.

To avoid large year to year changes the City has proposed to use portions of the reserve fund balances to help the property owners “ease” into costs that have increased.

On June 21st, Council adopted Resolutions directing the filing of the Annual Reports and Resolutions of intention to order the improvements, and setting a Public Hearing for July 19th to establish the assessments for fiscal year 2016/17.

Analysis:

The proposed assessments are shown in Exhibit A.

Fiscal Impact:

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

<u>District</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Projected Reserve Fund Balance as of 7/1/17*</u>
1	\$87,841	\$130,187	\$93,246
2	\$73,311	\$79,043	\$7,449
3	\$6,426	\$4,859	\$33,207
4	\$109,100	\$99,447	\$183,076
5	\$324,880	\$321,032	\$573,573
6	\$21,135	\$17,818	\$82,030

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

Alternatives:

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

Recommendation:

Conduct a Public Hearing and after consideration of the item, adopt a Resolution confirming the diagram and assessment and levying the assessment for FY 2016/17, pursuant to the Landscaping and Lighting Act of 1972.

Prepared by:

/s/ Benjamin K. Moody

Benjamin K. Moody
Deputy P.W. Director - Engineering

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

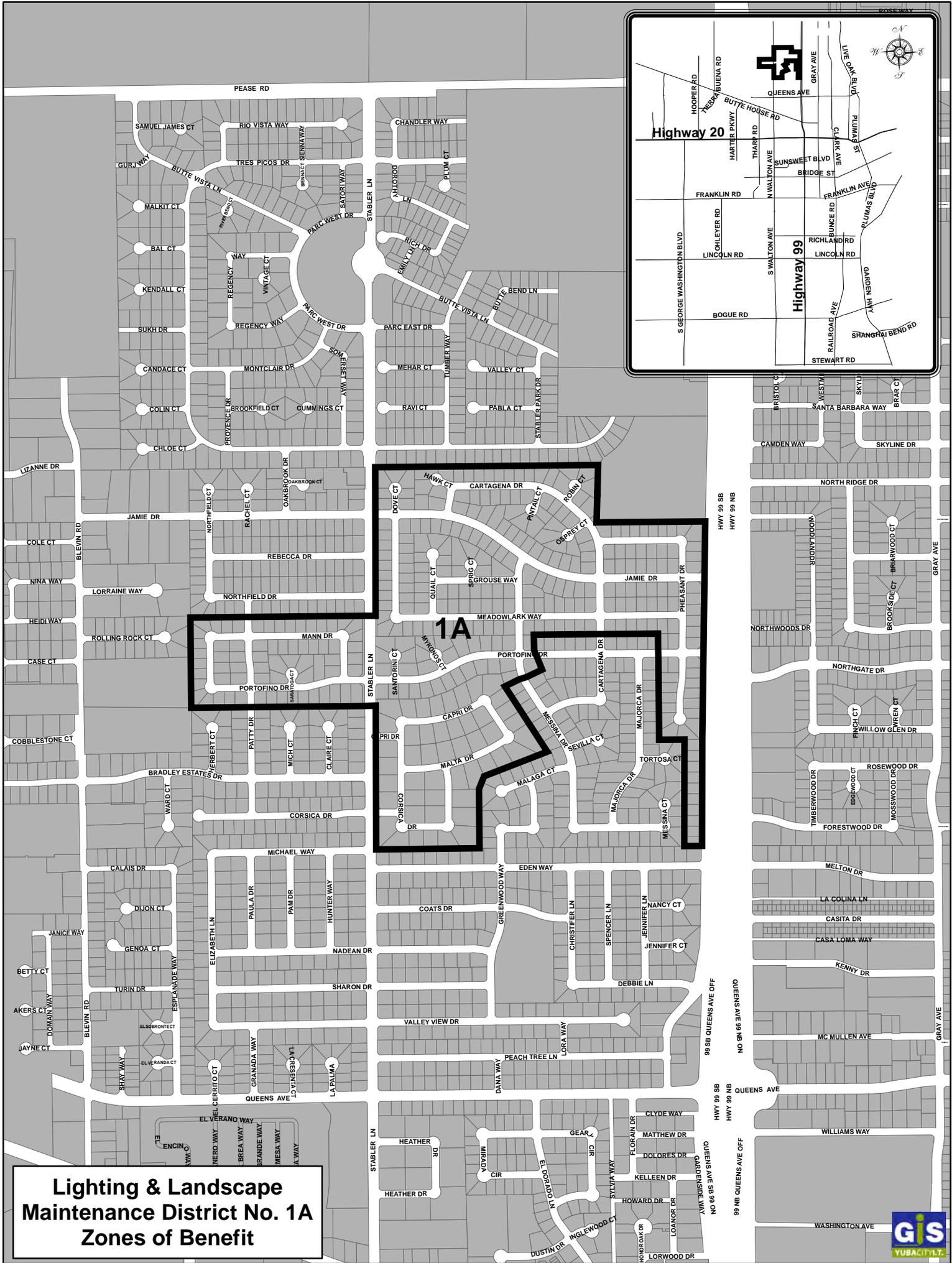
City Attorney

TH via email

EXHIBIT A

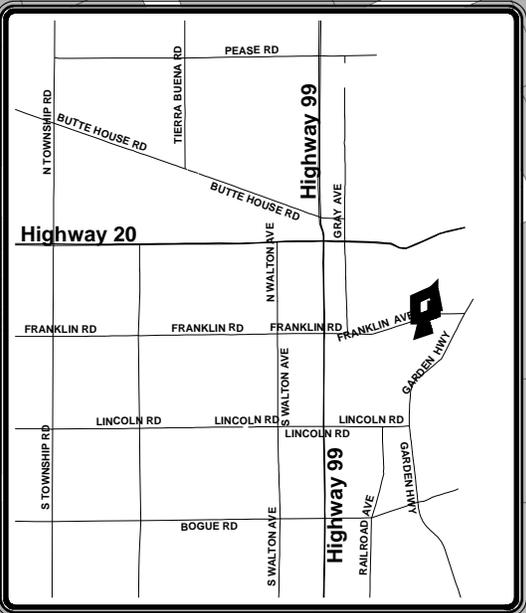
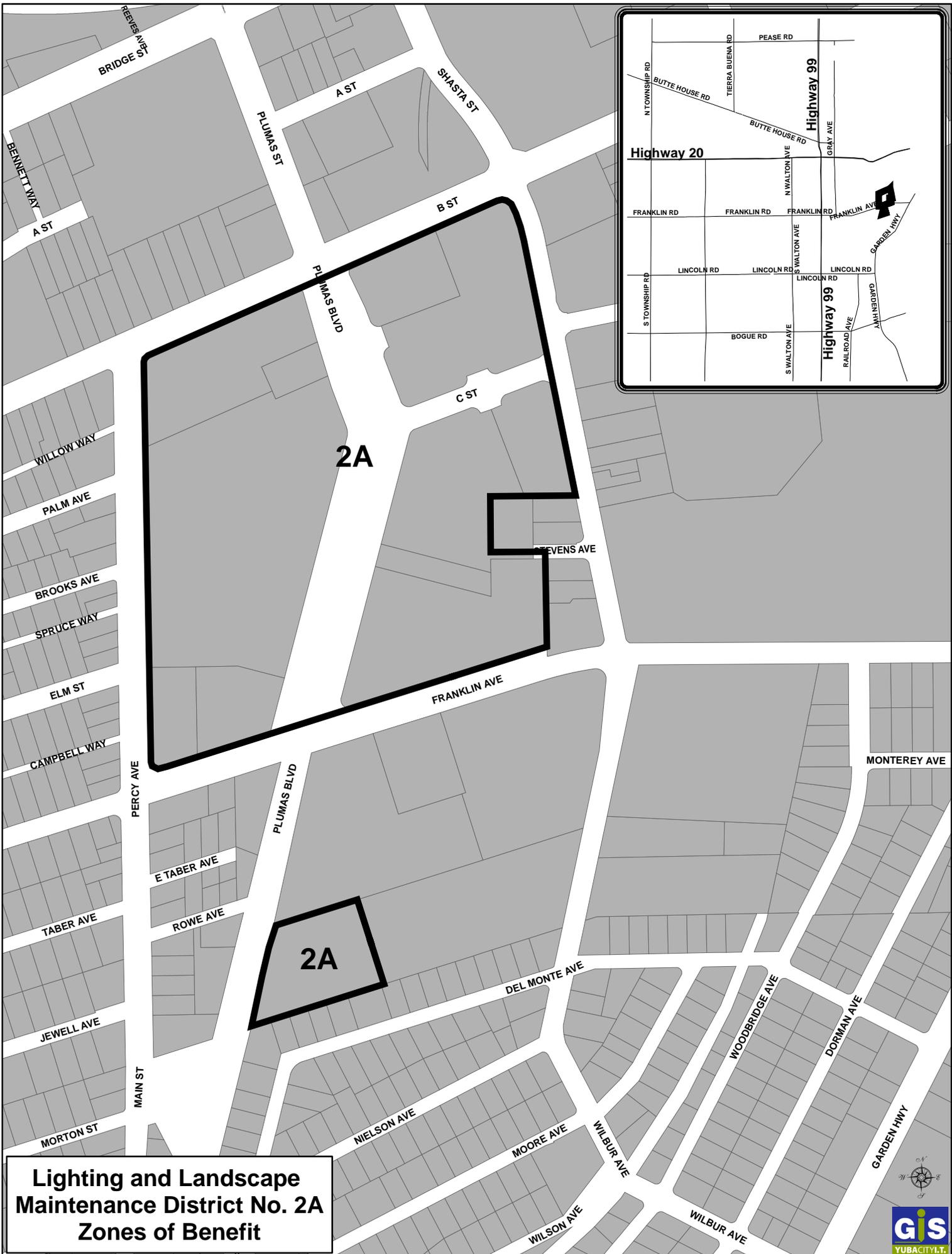
District	Zone of Benefit	FY 16/17 Proposed Levy (\$)	Change From Previous Year (\$)	Maximum Levy Allowed (\$)
1	A	56.72	0.00	56.72
	B	29.50	0.00	29.50
	B_1	30.53	0.00	30.53
2	A	545.67	5.51	545.67
3	A	73.02	1.43	155.17
4	A	189.74	0.21	406.27
	B	189.74	0.45	550.21
	C	189.74	0.05	333.85
	D	189.74	(0.09)	299.11
5	A	132.67	41.89	195.97
	B	54.94	0.00	66.46
	C	118.59	0.00	143.48
	D	88.71	(13.64)	197.02
	E	41.00	(23.50)	81.37
	F	90.78	0.00	160.09
	G	49.55	8.19	50.06
	H	31.84	5.26	32.16
	I	64.49	8.75	67.44
	J	56.47	(5.69)	180.69
	K	166.16	8.55	255.65
	L	99.44	12.85	119.16
6	A_1	275.57	2.78	275.57
	A_2	275.57	2.78	275.57
	A_3	275.57	2.78	275.57
	B_1	443.09	4.47	443.09

District	Zone of Benefit	FY 16/17 Proposed Levy	Change From Previous Year (\$)	Maximum Levy Allowed (\$)
6	B_2	407.13	4.11	407.13
	B_3	280.07	2.82	280.08
	B_4	1,478.15	14.92	1,478.15
	B_5	0.00	0.00	422.33
	B_6	81.43	0.00	81.44
	B_7	81.44	0.82	81.44
	B_8	186.20	1.88	186.20



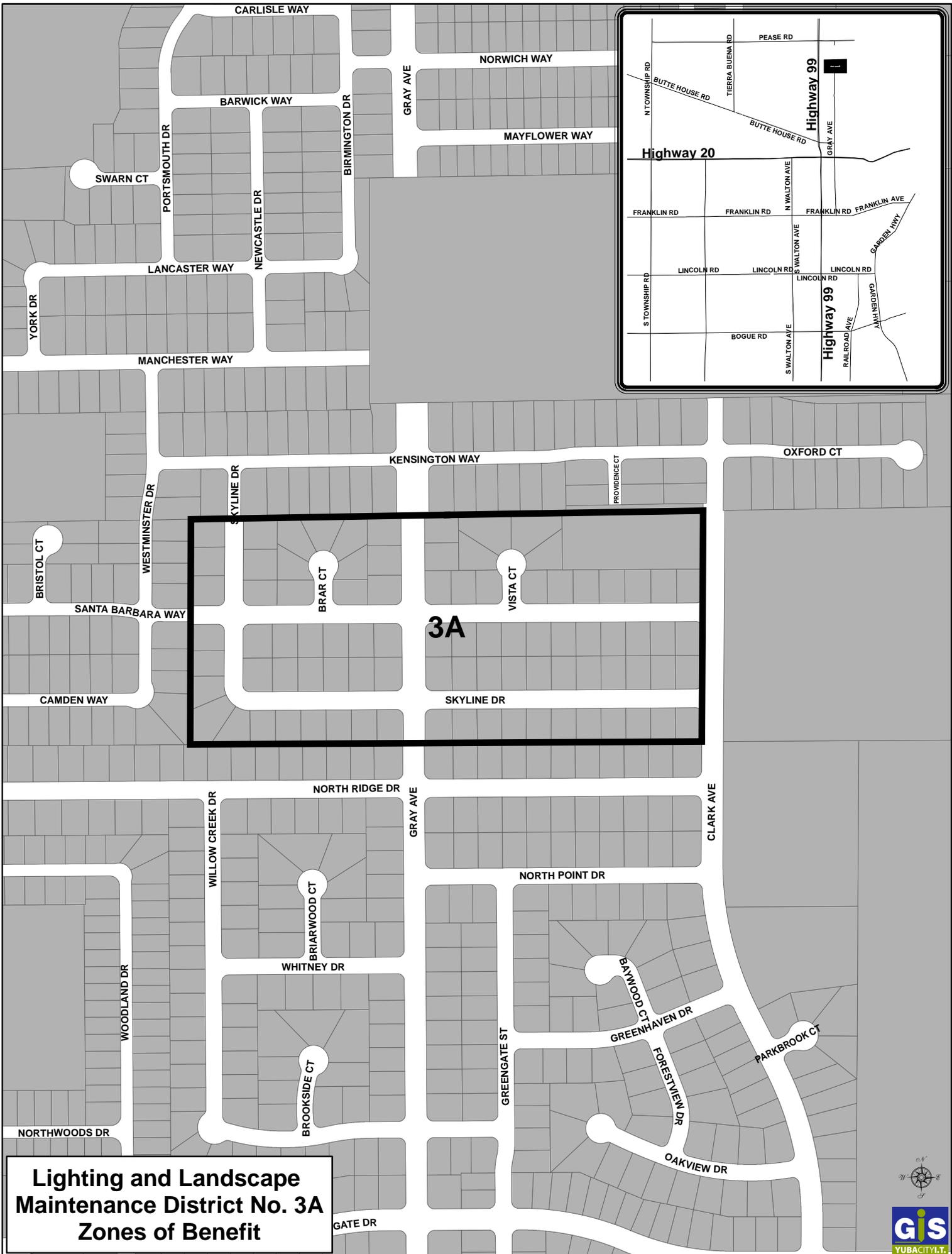
**Lighting & Landscape
Maintenance District No. 1A
Zones of Benefit**





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

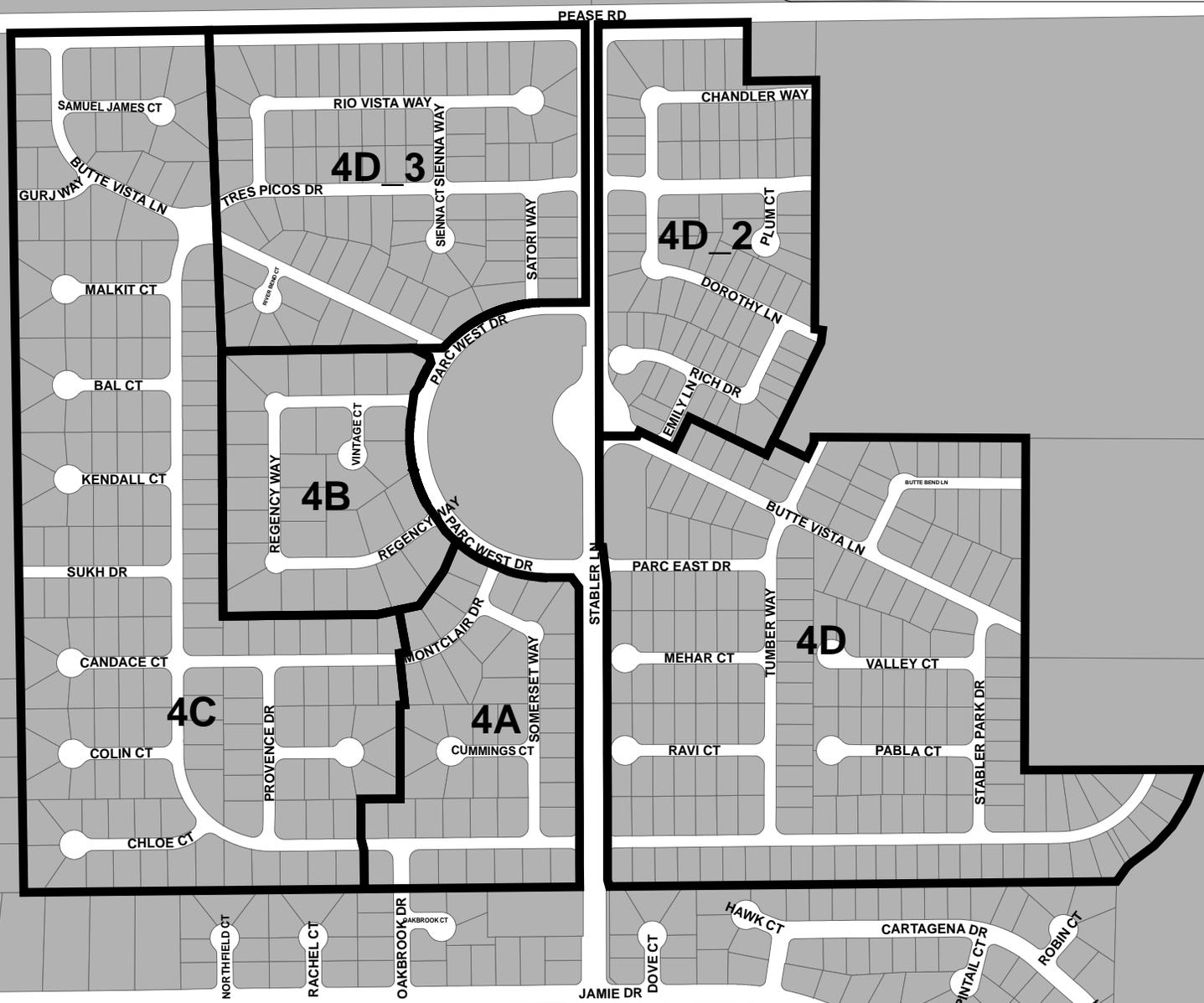
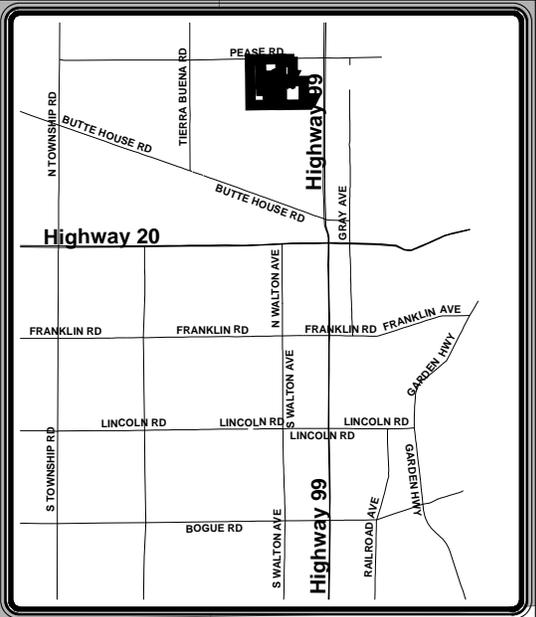




3A

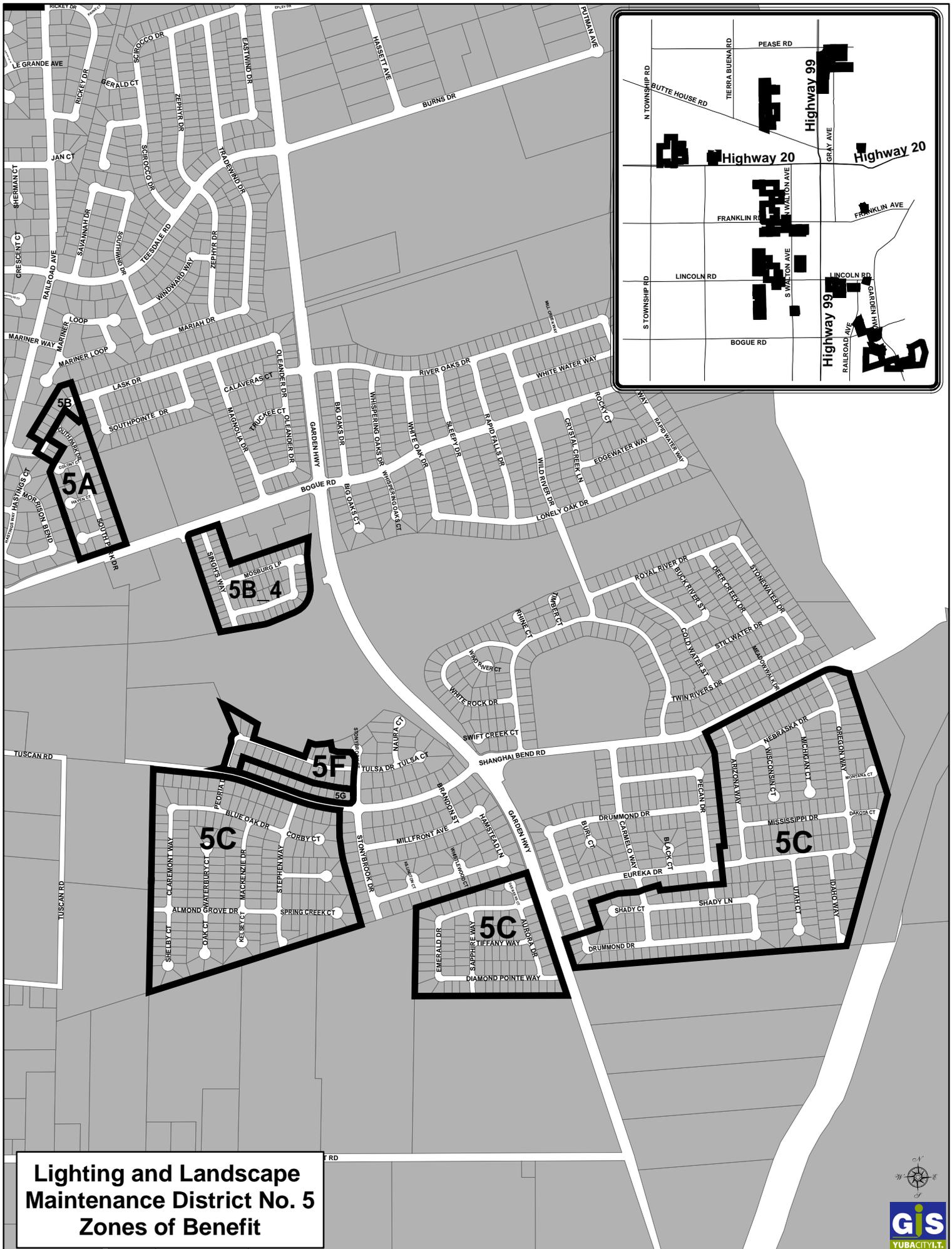
**Lighting and Landscape
Maintenance District No. 3A
Zones of Benefit**





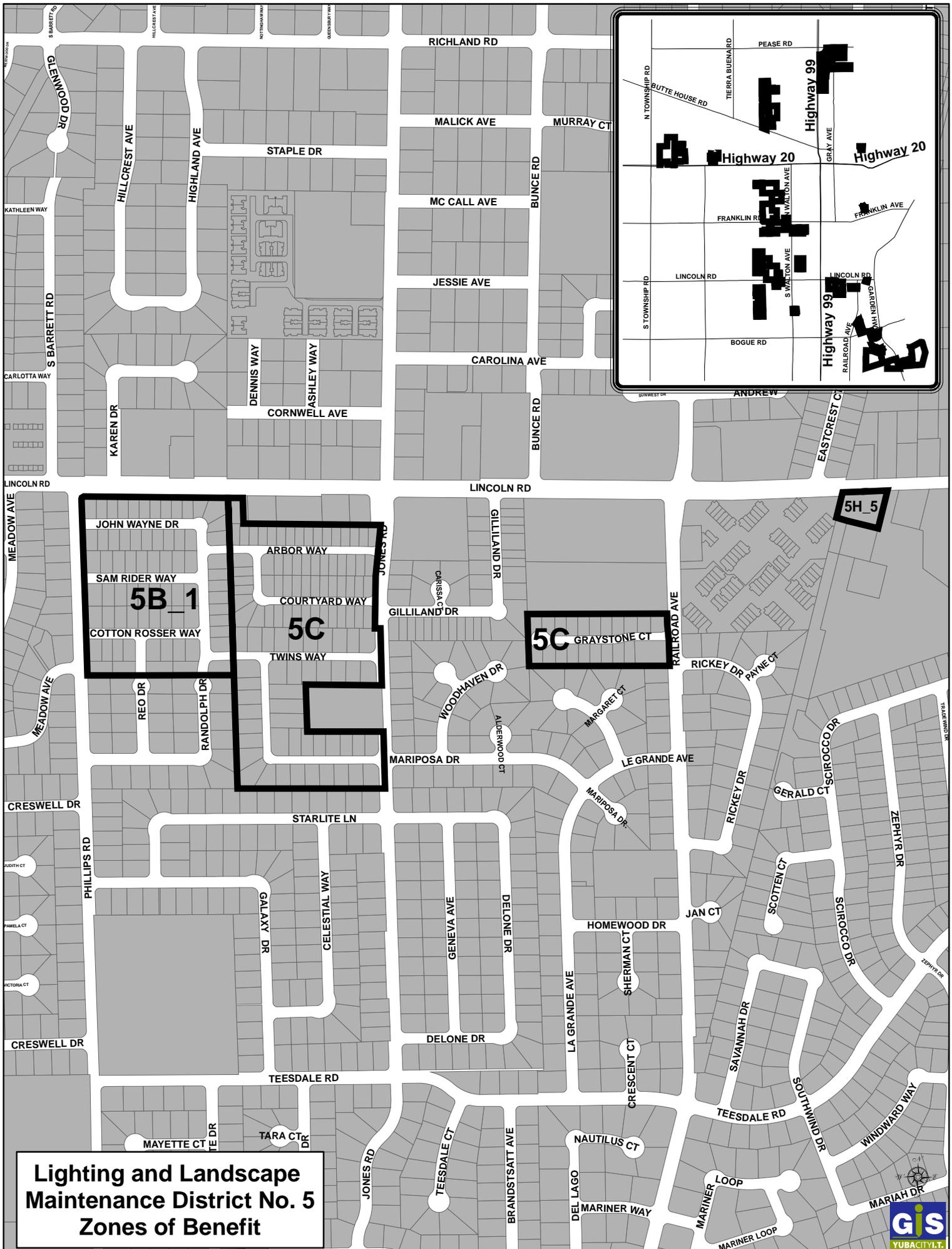
**Lighting and Landscape
Maintenance District No. 4
Zones of Benefit**





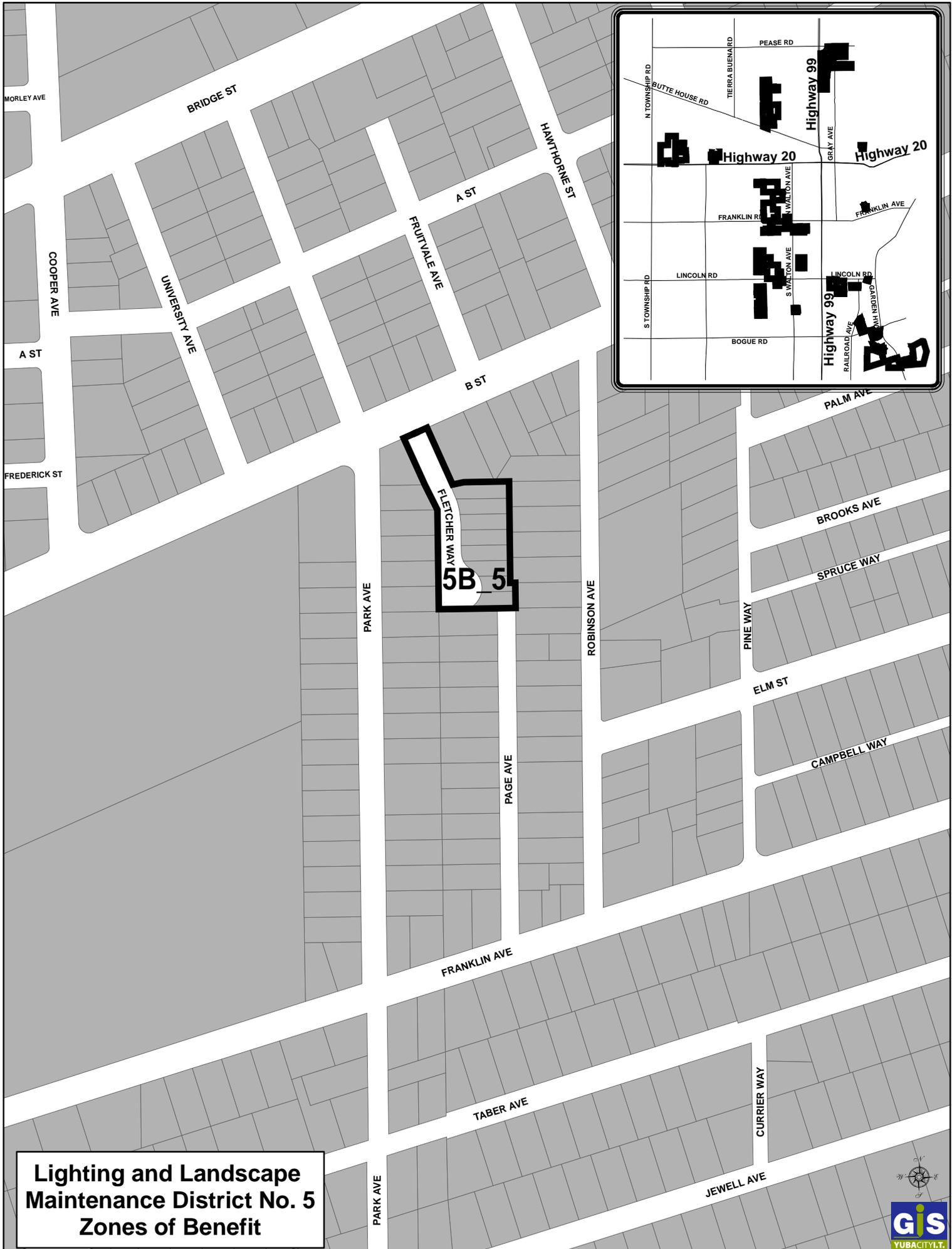
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





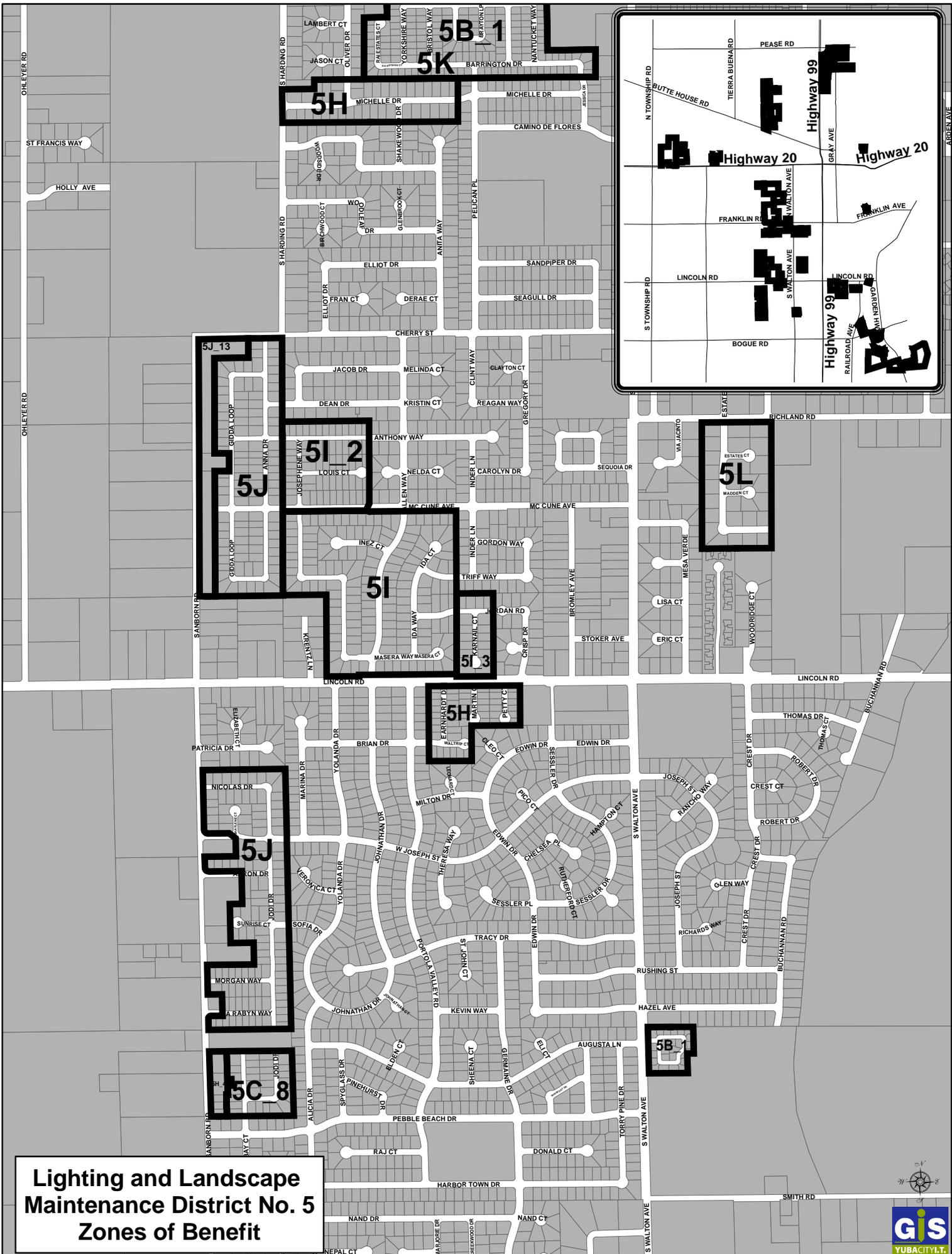
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





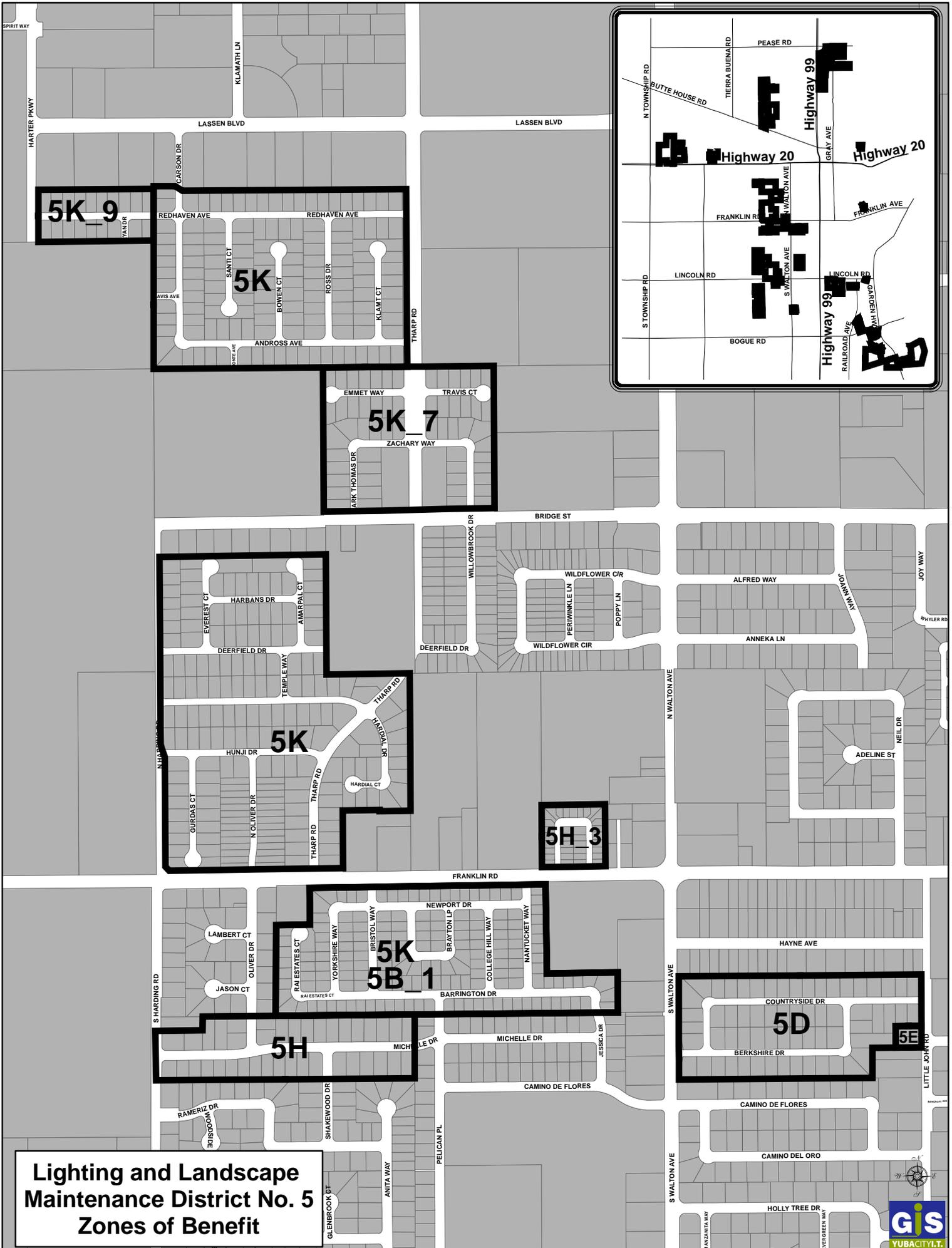
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





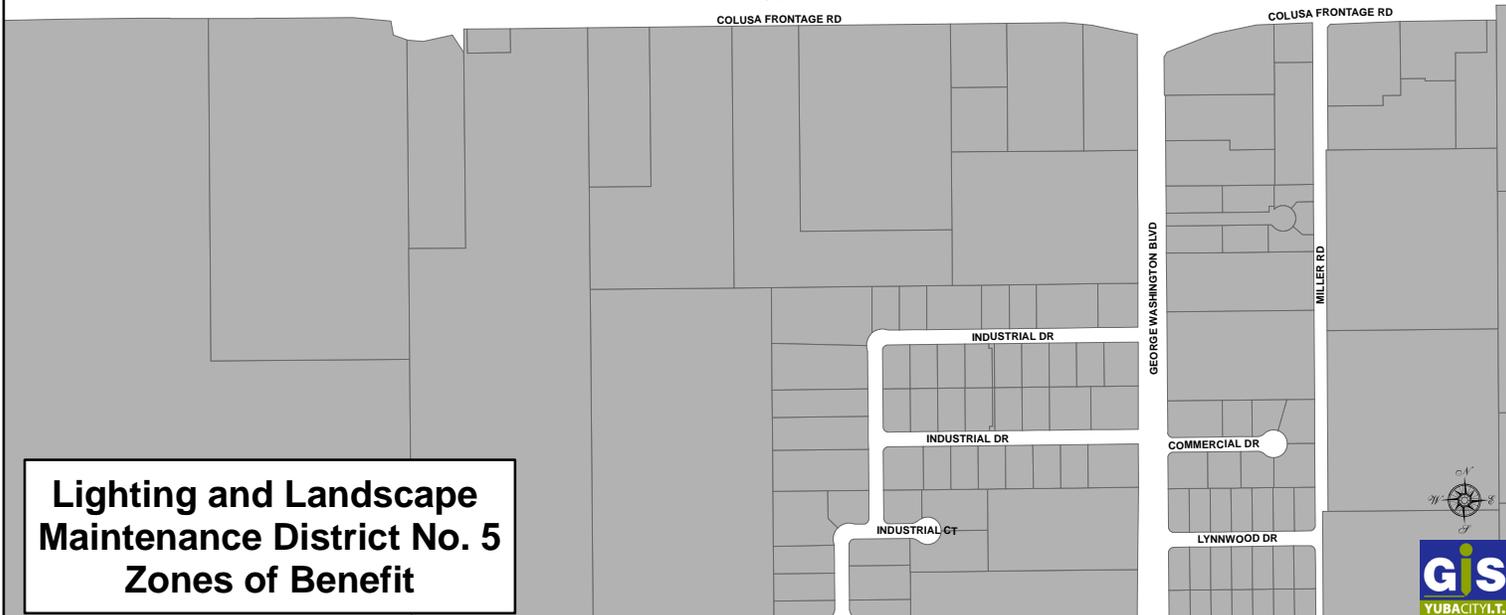
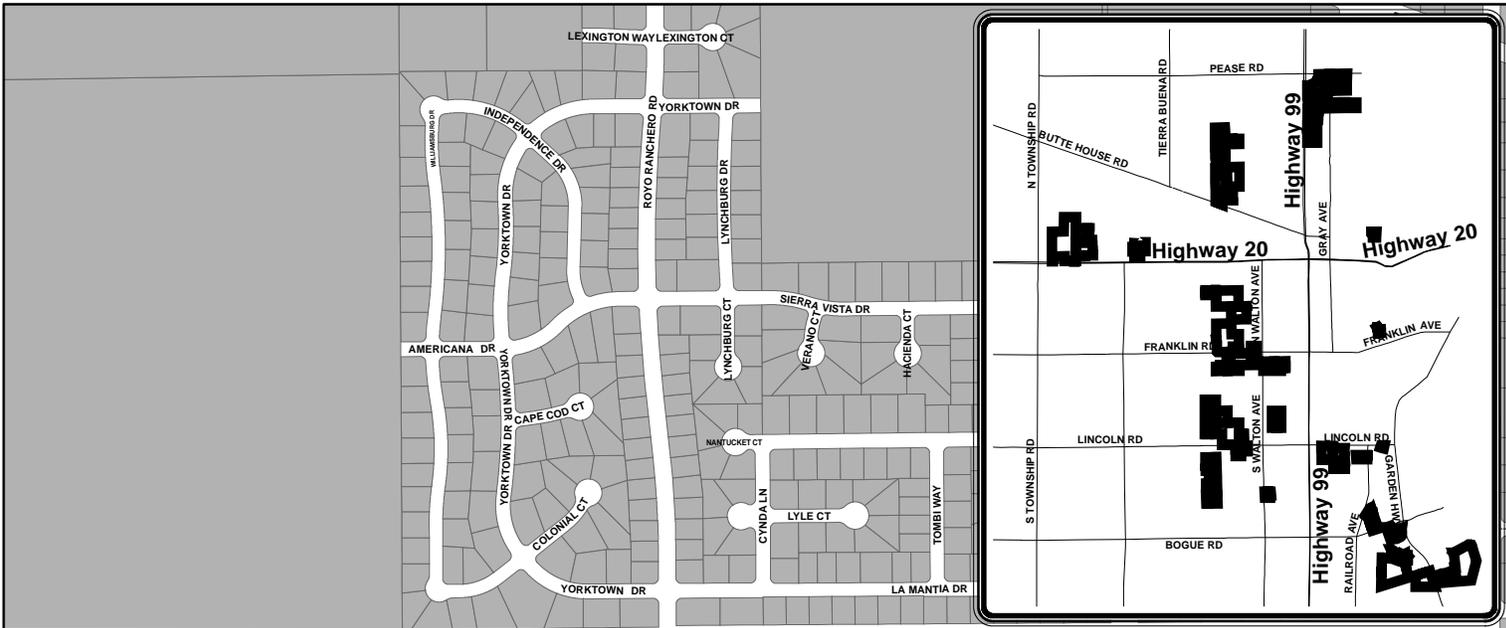
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**

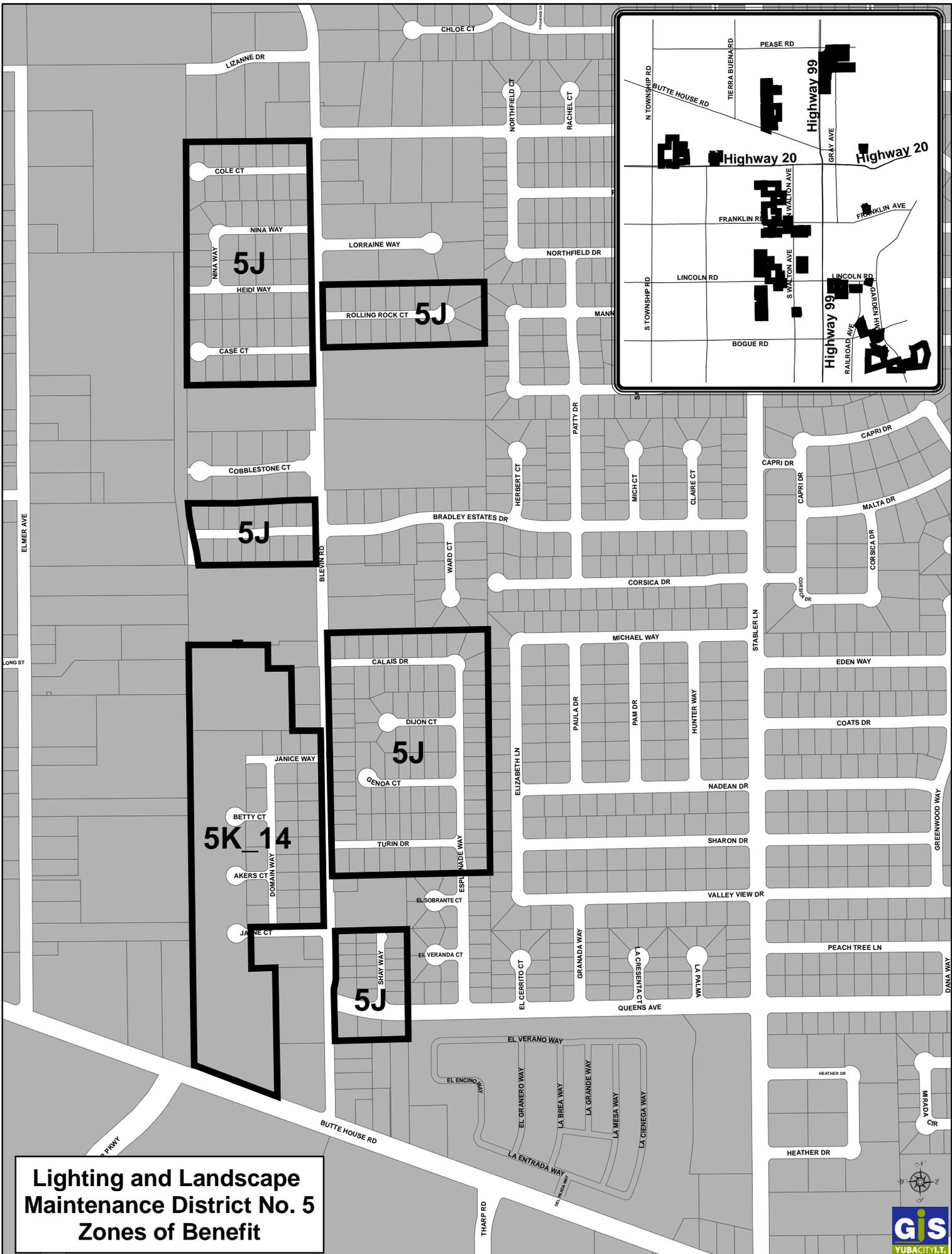




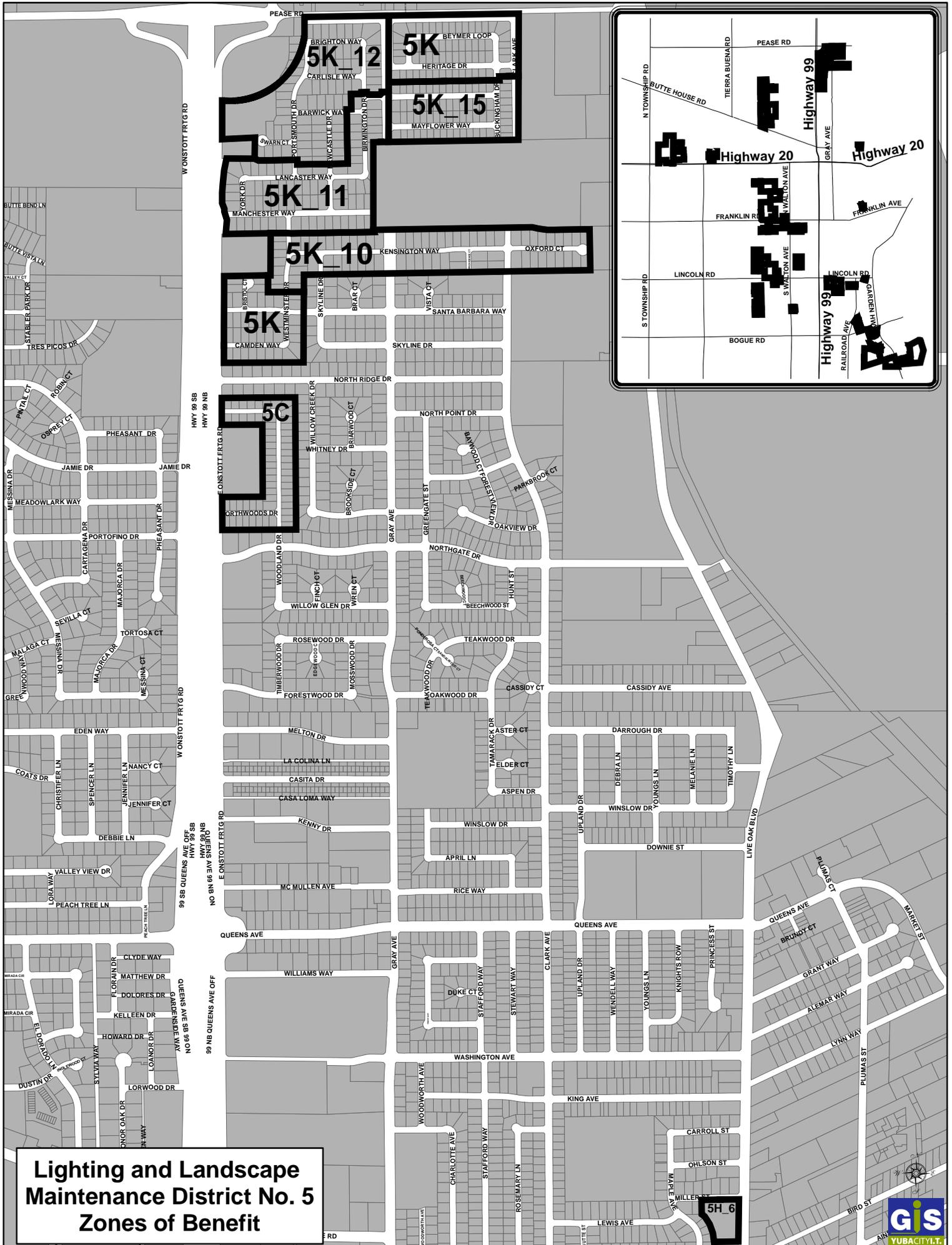
**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**





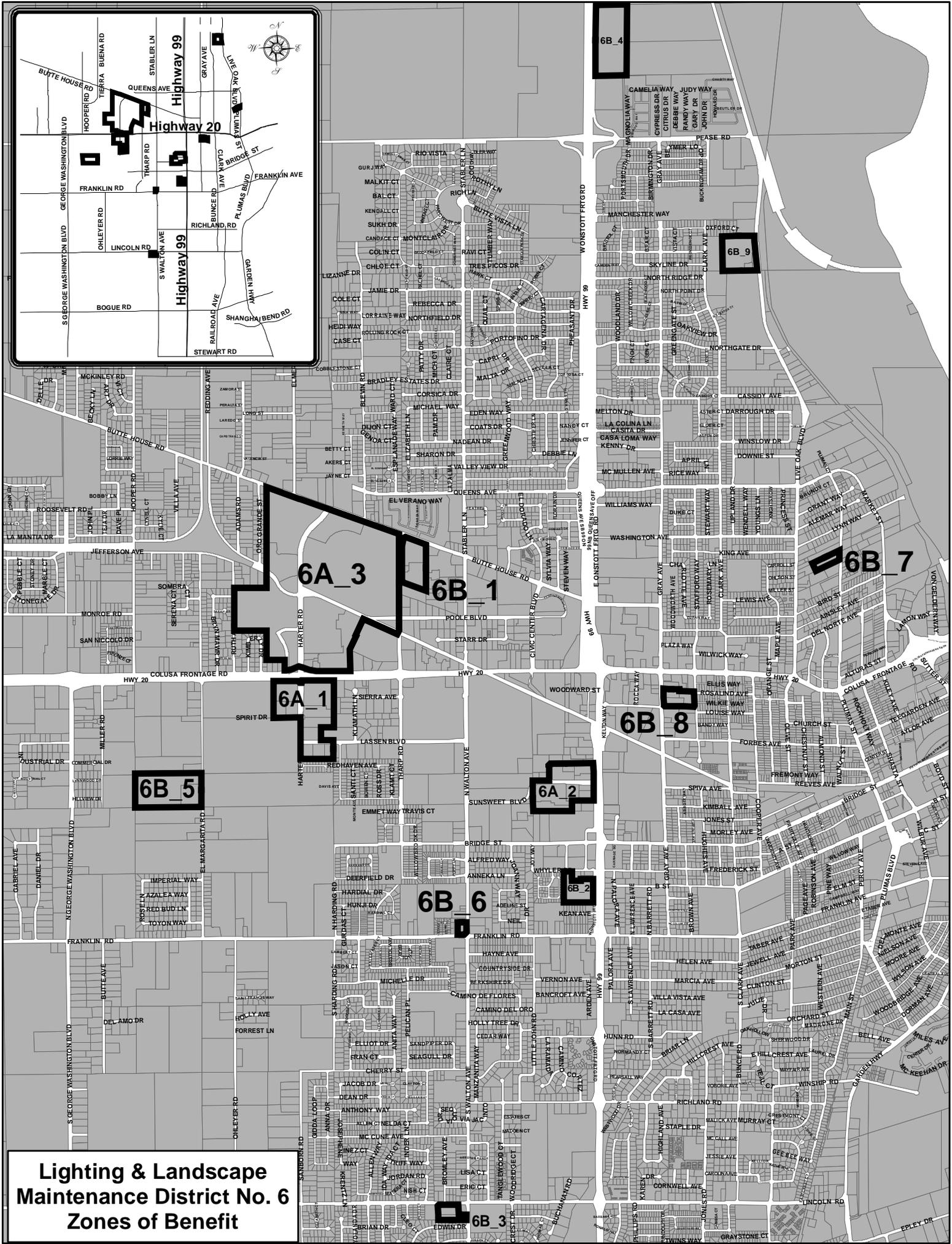


**Lighting and Landscape
Maintenance District No. 5
Zones of Benefit**



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





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

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING THE DIAGRAM AND ASSESSMENT AND LEVYING THE ASSESSMENT FOR
THE FISCAL YEAR 2016/17 FOR THE YUBA CITY LANDSCAPE MAINTENANCE DISTRICT
1 (Stabler Lane/Garden Highway Area) and YUBA CITY LIGHTING AND LANDSCAPE
MAINTENANCE DISTRICT No. 2, 3, 4, 5 & 6 (Town Center, 69 Subdivisions throughout
Yuba City, and Commercial District)**

(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council, pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code, Section 22500 et seq. (hereafter referred to as the "Act"), did by previous resolution order the Engineer of Work, Richard Kopecky with Willdan Financial Services, to prepare and file reports in connection with the Yuba City Landscape Maintenance District 1 and Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 & 6, hereafter referred to as the "Districts," the Zones therein and the proposed levy and collection of annual assessments against parcels of land for the fiscal year commencing July 1, 2016 and ending June 30, 2017; and

WHEREAS, the Engineer of Work filed reports and the City Council adopted its Resolution of Intention to Levy and Collect Assessments with the Districts for fiscal year 2016/17 and set a public hearing to be held on July 19, 2016 in the meeting place of the City Council, City Hall, 1201 Civic Center Boulevard, Yuba City, California. Notice of the hearing was given in the time and manner required by law; and

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

WHEREAS, the City has complied with all laws pertaining to the levy of the special Assessments, including Proposition 218, to be collected per Part 2 of Division 15 of the California Streets and Highways Code, commonly known as the Landscape and Lighting Act of 1972, and Article XIII C and Article XIII D of the California Constitution; and

WHEREAS, the assessment is being levied without regard to property valuation of the properties involved; and

WHEREAS, the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Sutter harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Yuba City hereby confirms the diagram and assessment as set forth in the annual reports of the Engineer of Work and hereby levies the assessment set forth therein for the fiscal year 2016/17.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2016.

Ayes:

Noes:

Absent:

John Buckland, Mayor

Terrell Locke, City Clerk

CITY OF YUBA CITY

Written Requests

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

Procedure

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

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

Or email to:

Terrel Locke, City Clerk

tlocke@yubacity.net

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

CITY OF YUBA CITY

Appearance of Interested Citizens

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

Procedure

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

- For Items on the Agenda

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

- Items not listed on the Agenda

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

**MINUTES (DRAFT)
REGULAR MEETING OF THE CITY COUNCIL
CITY OF YUBA CITY
COUNCIL CHAMBERS
JUNE 21, 2016
5:00 P.M. – CLOSED SESSION
6:00 P.M. – REGULAR MEETING**

Closed Session—Butte Room

- A. Conferred with real property negotiators Steve Kroeger and Darin Gale pursuant to Government Code Section 54956.8 regarding possible sale of APN 52-030-010, Portion of Sam Brannan Park

Regular Meeting—Council Chambers

The City of Yuba City City Council meeting was called to order by Mayor Buckland at 6:03 p.m.

Roll Call

Present: Councilmembers Cleveland, Didbal, Dukes, Gill and Mayor Buckland
Absent: None

Invocation

Councilmember Dukes gave the invocation

Pledge of Allegiance to the Flag

Police Officer Dennis Hauck led the Pledge of Allegiance

Presentations & Proclamations

1. Proclamation in Honor of Fire Marshal Jim Mathew's Retirement

Mayor Buckland presented Fire Marshal Jim Mathews with a proclamation in honor of his 18 years of service to the public.

2. Swearing in of Five Police Officers

The following new Yuba City Police officers were sworn in by Yuba City Police Chief Robert Landon:

Damien Geddis
Brandon Martin
Gregory Steele
Jeffery Widener
Juan Zavala

Public Hearing

3. 2015 Urban Water Management Plan

Mayor Buckland opened the Public Hearing. Seeing no one come forward, he closed the Public Hearing.

Councilmember Didbal moved to receive and file the Draft 2015 Urban Water Management Plan. Councilmember Gill seconded the motion that passed with a unanimous vote.

Ordinances

4. Wastewater and Water Ordinance Update (2nd Reading)

Councilmember Gill moved to adopt **Ordinance No. 007-16** amending Chapter 5 of Title 6, Wastewater Collection and Treatment, of the Yuba City Municipal Code, waiving the second reading and adopt **Ordinance No. 008-16** amending Sections 6-6.10, 6-6.18, and 6-6.19 of Chapter 6 of Title 6, Water System, of the Yuba City Municipal Code, waiving the second reading. Councilmember Dukes seconded the motion that passed with a unanimous vote.

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 - None

6. Appearance of Interested Citizens - None

Consent Calendar

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

7. Minutes of June 7, 2016 & June 8, 2016

Approved the City Council Meeting Minutes of June 7, 2016 and June 8, 2016

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

Councilmember Dukes moved to adopt **Resolution 16-039** Directing Filing of Annual Report, Yuba City Landscape Maintenance District No. 1, **Resolution 16-040** of Intention to Order Improvements, Yuba City Landscape Maintenance District No. 1, **Resolution 16-041** Directing Filing of Annual Report, Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6, **Resolution 16-042** of Intention to Order Improvements, Yuba City Lighting and Landscape Maintenance District No. 2, 3, 4, 5 and 6 and to set a public hearing for July 19, 2016, at 6:00 pm to establish assessments for FY 16/17. Vice Mayor Cleveland seconded the motion that passed with a unanimous vote.

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

Councilmember Dukes moved to adopt **Resolution 16-043** Directing Filing of Annual Report, Yuba City Residential Street Light Maintenance Districts and **Resolution 16-044** of Intention to Order Improvements, Yuba City Residential Street Light Maintenance Districts, and to set a public hearing for July 19, 2016, at 6:00 pm to establish assessments for FY 16/17. Vice Mayor Cleveland seconded the motion that passed with a unanimous vote.

General Items

10. 5th Street Bridge Replacement Project – Cooperative Agreement with City of Marysville (Authorizes Yuba City to be the Lead Agency for the 5th Street Bridge Replacement Project within Marysville City Limits)

Councilmember Didbal moved to authorize the City Manager to execute a Cooperative Agreement with the City of Marysville for the Design and Construction of the 5th Street Bridge Replacement Project. Vice Mayor Cleveland seconded the motion that passed with a unanimous vote.

Business from the City Council

11. City Council Reports

- Councilmember Didbal
- Councilmember Dukes
- Councilmember Gill
- Vice Mayor Cleveland
- Mayor Buckland

Adjournment

Mayor John Buckland Adjourned the Regular Meeting of the City Council of the City of Yuba City at 7:02 p.m.

John Buckland, Mayor

Attest:

Terrel Locke, City Clerk

CITY OF YUBA CITY
BUSINESS FROM THE CITY COUNCIL

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Office of the City Clerk
Presentation By: Terrel Locke, City Clerk

Summary

Subject: Designation of Voting Delegates for the 2016 League of California Cities Annual Conference

Recommendation: Designate the Mayor to serve as the Voting Delegate for the 2016 League of California Cities Annual Conference in October, and designate the Vice-Mayor and a Councilmember to serve as alternates

Fiscal Impact: \$525 for conference registration to be paid from the City's Travel and Meeting Account 4220-62801

Purpose:

To designate voting delegates to the 2016 League of California Cities Annual Conference.

Background:

The League of California Cities Annual Conference is being held October 5 - 7, 2016 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting, scheduled for Friday, October 7. At this meeting, the League membership considers and takes action on resolutions that establish League Policy.

Discussion:

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate. Two alternate voting delegates *may* also be appointed, one of whom may vote in the event that the designated voting delegate is unable to serve. The League's bylaws state that that designating a voting delegate and alternates must be done by City Council action and cannot be accomplished by the individual action of the Mayor or City Manager. The names of the voting delegate and alternates must be submitted to the League by September 23, 2016.

Fiscal Impact:

The voting delegate must be registered to attend the conference Annual Business Meeting on Friday, October 7, 2016. Full conference registration fees are \$525 for each attendee.

Recommendation:

Designate the Mayor to serve as the Voting Delegate for the 2015 League of California Cities Annual Conference in October, and appoint the Vice-Mayor and one Councilmember as alternates.

Prepared by:

/s/ Terrel Locke

Terrel Locke
City Clerk

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

ADMINISTRATION
JUN 24 2016
RECEIVED



Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Office of the City Clerk
Presentation By: Terrel Locke, City Clerk

Summary

Subject: General Municipal Election November 8, 2016
Recommendation: Adopt a corrected Resolution calling and giving notice of the General Municipal Election to be held on Tuesday, November 8, 2016 for the election of two members of City Council, City Clerk, and City Treasurer
Fiscal Impact: None.

Purpose:

Setting November 8, 2016 as the General Municipal Election.

Background:

On May 17, 2016 Council adopted Resolution No. 16-028 calling and giving notice of holding the General Municipal Election on November 1, 2016. The correct day of the election is November 8, 2016. The attached Resolution corrects the date.

Fiscal Impact:

None.

Recommendation:

Adopt a corrected Resolution calling and giving notice of the General Municipal Election to be held on Tuesday, November 8, 2016 for the election of two members of City Council, City Clerk, and City Treasurer.

Submitted By:

/s/ Terrel Locke

Terrel Locke
City Clerk

Reviewed By:

City Manager SK City Attorney TH

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY CALLING
AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL
ELECTION TO BE HELD ON TUESDAY NOVEMBER 8, 2016 FOR THE
ELECTION OF CERTAIN OFFICERS CORRECTING RESOLUTION NO. 16-028**

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2016; and

WHEREAS, it is the desire of the City Council of the City of Yuba City to consolidate the Municipal Election with the Statewide General Election to be held on November 8, 2016 for the purpose of electing two members of the City Council, City Clerk, and City Treasurer for full terms of four years.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED as follows:

Section 1. That pursuant to the requirements of Section 10403 of the Elections Code of the State of California, the City Council requests the Board of Supervisors of the County of Sutter to consolidate the City General Municipal Election with the Statewide General Election being held on Tuesday, November 8, 2016.

Section 2. That the Sutter County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and one form of ballot shall be used.

Section 3. That the Mayor is authorized to enter into an Agreement with Sutter County for the purpose of said election.

Section 4. The City Clerk is directed to forward a certified copy of this Resolution to the Board of Supervisors of Sutter County.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day July 2016.

AYES:

NOES:

ABSENT:

John Buckland, Mayor

ATTEST:

Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor Buckland & Members of the City Council
From: Fire Department
Presentation By: Peter H. Daley, Fire Chief

Summary

Subject: 2015 Homeland Security Grant Program

Recommendation: Accept funding from the 2015 Homeland Security Grant in the amount of \$40,000 and authorize appropriate modification to the Fire Department's budget

Fiscal Impact: Authorize purchases under the Homeland Security Grant as described on attachment including supplemental revenue and appropriation budget adjustments for \$40,000

Purpose:

Enhance Fire Department emergency response and firefighter safety.

Background:

In an effort for local agencies to be better prepared to deal with weapons of mass destruction, the Federal Department of Homeland Security, in conjunction with the State of California, has allocated funding to be distributed to all of the counties and local agencies within the State under the 2015 Homeland Security Grant program.

The goal, as in the case of earlier disaster preparedness/homeland security grants, is to provide first responders with the tools to better deal with natural disasters, as well as man-made emergencies.

The City Council has previously approved requests from the Fire Department for equipment and training to be purchased from earlier homeland security grant programs.

Analysis:

After careful review by staff members of the Yuba City Fire Department, we have identified equipment purchases that will enhance our City's first responders' capability to respond to emergencies.

The Yuba City Fire Department is requesting authorization to spend up to \$40,000 for the purchase of one set of Hurst vehicle extrication tools (Jaws of Life), fifteen pagers, and seventeen radio batteries to be used by our firefighters. The proposed purchase of the new extrication equipment is to replace outdated equipment that has difficulty cutting through newer metals being used in automobile construction that have higher tensile strength. This is part of the Fire Department's efforts to upgrade equipment to react to technological changes that affect

our ability to quickly and effectively extricate victim of automobile accidents so first aid can be administered.

All of the money spent on this purchase will be reimbursed 100% to the City through the Homeland Security Grant Program.

Fiscal Impact:

Under the Homeland Security Grant, money spent on authorized purchases by the local agencies will be 100% reimbursed by the State. Once the equipment is purchased, the proper documentation will be forwarded through the County of Sutter for State reimbursement. The reimbursement will be placed into the appropriate revenue accounts when received.

City Council action will allow the City's Financial Officer to make the following budget supplemental appropriation:

- 1) Make a motion to accept the award of the 2015 Homeland Security Grant in the amount of \$40,000;
- 2) Approve revenue adjustment to the Fire Department budget in the amount of \$40,000;
- 3) Approve supplemental budget appropriations to the Fire Department's account #2322-69201 in the amount of \$40,000 for the purchase of one set of Hurst vehicle extrication tools (Jaws of Life), fifteen pagers, and seventeen radio batteries to be used by Yuba City firefighters.

Alternatives:

Do not approve the grant award and direct Fire Department staff to research alternate funding sources for the purchase of the above mentioned equipment.

Recommendation:

Accept funding from the 2015 Homeland Security Grant and authorize appropriate modification to the Fire Department's budget.

Prepared By:

/s/ Peter H. Daley

Peter H. Daley
Fire Chief

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance

RB

City Attorney

TH via email

Yuba City Fire Department
2015 Homeland Security Grant Proposal

ITEM	PURCHASE PRICE	SUBTOTAL
Hurst Vehicle Extrication Equipment Set (Per L.N. Curtis & Sons quote) Power Unit (includes 2 hydraulic hose lines and 1-gallon of LP Blue hydraulic fluid) Spreader Cutter Ram	<p style="text-align: center;">\$32,000.00</p> (Includes purchase, sales tax and shipping charge) <p style="text-align: right;">\$11,000.00</p> <p style="text-align: right;">\$9,000.00</p> <p style="text-align: right;">\$7,000.00</p> <p style="text-align: right;">\$5,000.00</p>	<p style="text-align: center;">\$32,000.00</p>
Batteries for Motorola MT-1500 portable radio	\$100/each x 17= \$1,700.00, plus sales tax and shipping) <p style="text-align: center;">\$1,800.00</p>	<p style="text-align: center;">\$1,800.00</p>
Motorola Minitor 6 Pagers (15)	\$400/each x 15 = \$6,000.00, plus sales tax and shipping) <p style="text-align: center;">\$6,200.00</p>	<p style="text-align: center;">\$6,200.00</p>
TOTAL		\$40,000.00

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presented by: Benjamin Moody, Deputy Public Works Director - Engineering

Summary

Subject: Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B_9

Recommendation: Adopt a Resolution confirming diagram and assessment and levying assessment for Fiscal Year 2016-2017 for Lighting and Landscape Maintenance District No. 6, Zone of Benefit B_9 [2510 Live Oak Boulevard]

Fiscal Impact: \$368.63 per year, collected from the parcel owner in the zone, adjusted annually to reflect Consumer Price Index changes

Purpose:

To establish an assessment district to fund the operation, maintenance, and administration of the new street lights associated with the Twin River Charter Academy improvement project at 2510 Live Oak Boulevard.

Background:

All actions and Resolutions associated with establishment of a Lighting and Landscape Maintenance District are done pursuant to the Landscaping and Lighting Act of 1972. Council proceedings on May 17, 2016, established Lighting and Landscape Maintenance District No. 6, Zone of Benefit B_9, for the street light improvements associated with the school construction project at 2510 Live Oak Boulevard. The May 17th proceedings also set a public hearing for July 19, 2016, to receive input from the affected property owner and set the proposed assessments in accordance with the Engineer's Report.

The property owner has requested in writing that the affected parcel be included in the Lighting and Landscape Maintenance District No. 6 Zone of Benefit B_9 and waived the Public Hearing in accordance with Section 22608 of the Streets and Highways Code.

Analysis:

The public hearing and Resolution are required by State law to establish the Lighting and Landscape Maintenance District associated with the street light improvements at 2510 Live Oak Boulevard - Twin Rivers Charter Academy. The property owner requested to be included in the district and waived the public hearing requirement. Therefore, Council is required to confirm the property assessment through Resolution to levy fees to pay the cost and maintenance of street lighting within the District.

Fiscal Impact:

The parcel owner within the District will be assessed \$368.63 annually via their tax bill. The assessment amount is shown on the Estimate of Cost of Maintenance in the Engineer's Report on file with the City Clerk. In addition, provisions for annual adjustments to reflect the Consumer Price Index changes have been included in the Engineer's Report.

Alternatives:

Do not adopt the following Resolution and fund the operation and maintenance of the streetlight from alternate sources.

Recommendation:

Adopt a Resolution confirming diagram and assessment and levying assessment for Fiscal Year 2016-2017 for Lighting and Landscape Maintenance District No. 6, Zone of Benefit B_9. [2510 Live Oak Boulevard]

Prepared by:

/s/ Benjamin K. Moody

Benjamin K. Moody
Deputy PW Director - Engineering

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH via email

RESOLUTION NO. _____

**YUBA CITY LIGHTING AND LANDSCAPE
MAINTENANCE DISTRICT NO. 6,
ZONE OF BENEFIT B_9
(Pursuant to the Landscaping and Lighting Act of 1972)**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT
FOR FISCAL YEAR 2016-2017**

THE CITY COUNCIL OF THE CITY OF YUBA CITY RESOLVES:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed Diana Langley, Engineer of Work for Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B-9 to prepare and file an annual report for fiscal year 2016-2017.

2. The Engineer of Work filed her annual report and the City Council adopted its resolution of intention to levy and collect assessments within the assessment district for fiscal year 2016-2017, and set a public hearing to be held on July 19, 2016, in the meeting place of the City Council, City Hall, 1201 Civic Center Boulevard, Yuba City, California.

3. The property owner of the affected land waived the requirement of a notice for the public hearing in accordance with Section 22608 of the Streets and Highways Code and requested that the property be included in Lighting and Landscape Maintenance District No. 6, Zone of Benefit B-9.

4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for fiscal year 2016-2017.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a Regular meeting thereof held on the 19th day of July 2016.

AYES:

NOES:

ABSENT:

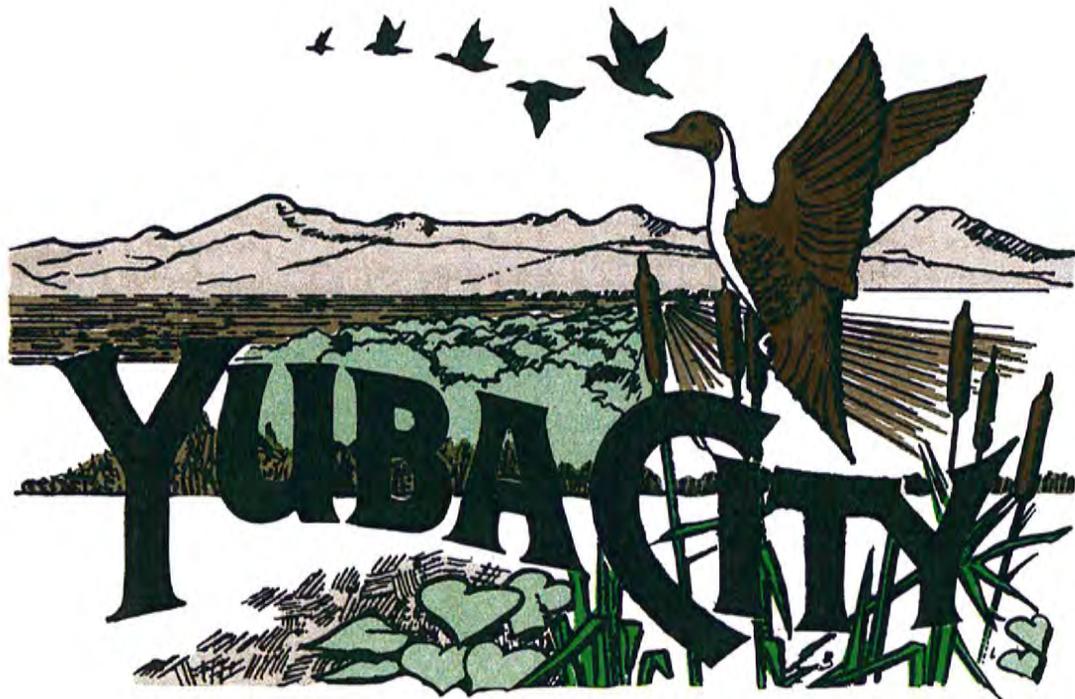
John Buckland, Mayor

ATTEST:

Terrel Locke, City Clerk

ENGINEER'S REPORT

YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6



**2016 - 2017
ZONE OF BENEFIT B_9
(2510 Live Oak Boulevard)**

**ENGINEER'S REPORT
FOR
YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6
(PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972)**

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

Dated : _____

By : Diana Langley
Engineer of Work

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with me on the ____ of _____, 2016.

Terrel Locke, City Clerk
City of Yuba City
Sutter County, California

By: _____

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

Terrel Locke, City Clerk
City of Yuba City
Sutter County, California

By : _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment and Assessment diagrams thereto attached, was filed with the County Auditor of the County of Sutter, on the ____ of _____, 2016.

Terrel Locke, City Clerk
City of Yuba City
Sutter County, California

By : _____

ENGINEER'S REPORT
YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6
ZONE OF BENEFIT B_9
(2510 Live Oak Boulevard)

(Pursuant to the Landscaping and Lighting Act of 1972)

Diana Langley, Engineer of work for the Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B_9, City of Yuba City, County of Sutter County, California, makes this report as directed by City Council, pursuant to Section 22585 of the Streets and Highway Code (Landscape and Lighting Act of 1972).

The improvements to be maintained subject to this report are the street lighting system adjacent to parcel number 51-580-023, located at 2510 Live Oak Boulevard.

This report consists of five parts, as follows:

Part A- Plans and specifications (the improvements to be maintained are not filed with the City Clerk, since this will be a maintenance district only).

Part B - An estimate of the cost of maintenance.

Part C - An assessment of the estimated cost of maintenance on each benefited parcel of land within the assessment district (see attached list).

Part D - A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

Part E - A diagram showing all of the parcels of real property within this assessment district. The diagram is keyed to Part C by assessment number.

Respectfully submitted,



Diana Langley

Diana Langley
Engineer of Work
City of Yuba City

**PART A
PLANS AND SPECIFICATIONS**

**YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6
ZONE OF BENEFIT B_9
(2510 Live Oak Boulevard)**

This is a maintenance district only -- no plans or specifications are required.

**PART B
ESTIMATE OF COST OF MAINTENANCE**

**Yuba City Lighting and Landscape Maintenance District No. 6
Zone of Benefit B_9
(1 Parcel)**

	<u>Total</u>
Street Lighting (Collector/Arterial) Fixture Type: LEDway Street Light Type II Medium 4,750 min. initial delivered lumens @ 4,000 - 4,400K color temperature	
<u>Calculation per fixture</u>	
Use = 70 watts@ 120-480V	
PG&E LS-2 Rate 10/1/14: (\$3.426/month + \$0.206/month) * 12 months/year = energy charge + facility charge	\$43.58
<u>Fixture Cost</u> 15 year life expectancy (\$705 / 15years) =	\$47.00
<u>Installation, Maintenance Cost</u> Use 8 hour replacement / maintenance in a 15 year period	
Yuba City Public Works Department Electrical Maintenance – Fully Burdened FY14/15	
8 Hours Electrician (8 * \$144.34/hr)/15year =	\$76.98
Subtotal one street light / year (2014 dollars)	= \$ 167.56
Street Lighting – (Collector/Arterial) \$167.56/yr x 2 lights	= <u>\$ 335.12</u>
Fixture	
CPI multiplier (1.0)	\$ 335.12
10% Administration =	<u>33.51</u>
Subtotal Assessment =	\$ 368.63

**PART C
ASSESSMENT ROLL**

**Yuba City Lighting and Landscape Maintenance District No. 6
ZONE OF BENEFIT B_9**

Assessment #	Assessor's #	Amount of Assmt.
1	51-580-023	\$ 368.63

PART D
METHOD OF APPORTIONMENT OF ASSESSMENT

Yuba City Lighting and Landscape Maintenance District No. 6
Zone of Benefit B_9

All areas within the LLMD will share equally in the maintenance costs of the two 70-watt LED street lights (\$368.63 per light per year). All additional lots added to this Zone of Benefit will benefit in like manner.

The proposed assessments upon assessable lots and parcels of land within the assessment district shall be adjusted annually on each July 1 to reflect changes from May of the previous year to May of the current year of the "All Urban Consumers" Consumer Price Index, US City Average, as compiled by the United States Department of Labor, Bureau of Labor Statistics.

A 10% administration charge will be added to each assessment to cover the cost to administer the District.

Consumer Price Index

Year	Consumer Price Index	Multiplier
May 2014	237.900	
May 2015	237.805	1.000

PART E

ASSESSMENT DIAGRAM

Yuba City Lighting and Landscape Maintenance District No. 6

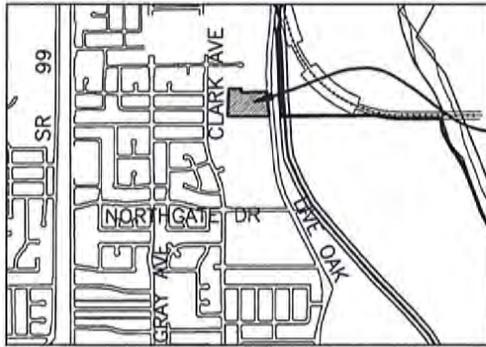
ZONE OF BENEFIT B_9

(2510 Live Oak Boulevard)

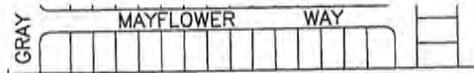


SCALE: 1" = 400'

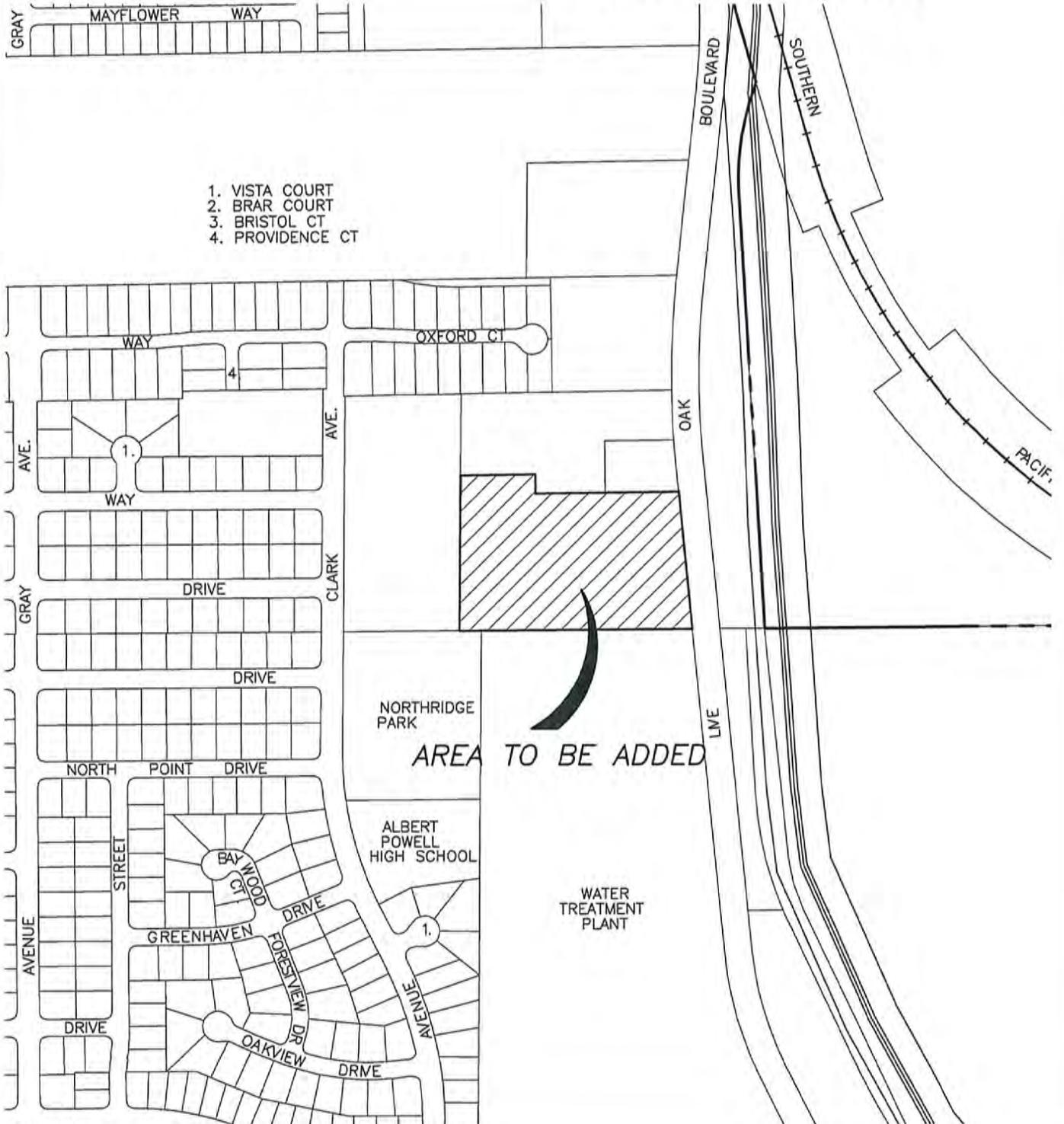
TWIN RIVERS CHARTER ACADEMY
LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 6
ZONE OF BENEFIT B_9



SUBJECT AREA



- 1. VISTA COURT
- 2. BRAR COURT
- 3. BRISTOL CT
- 4. PROVIDENCE CT

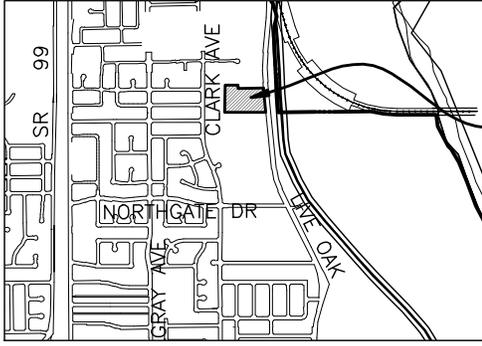


AREA TO BE ADDED



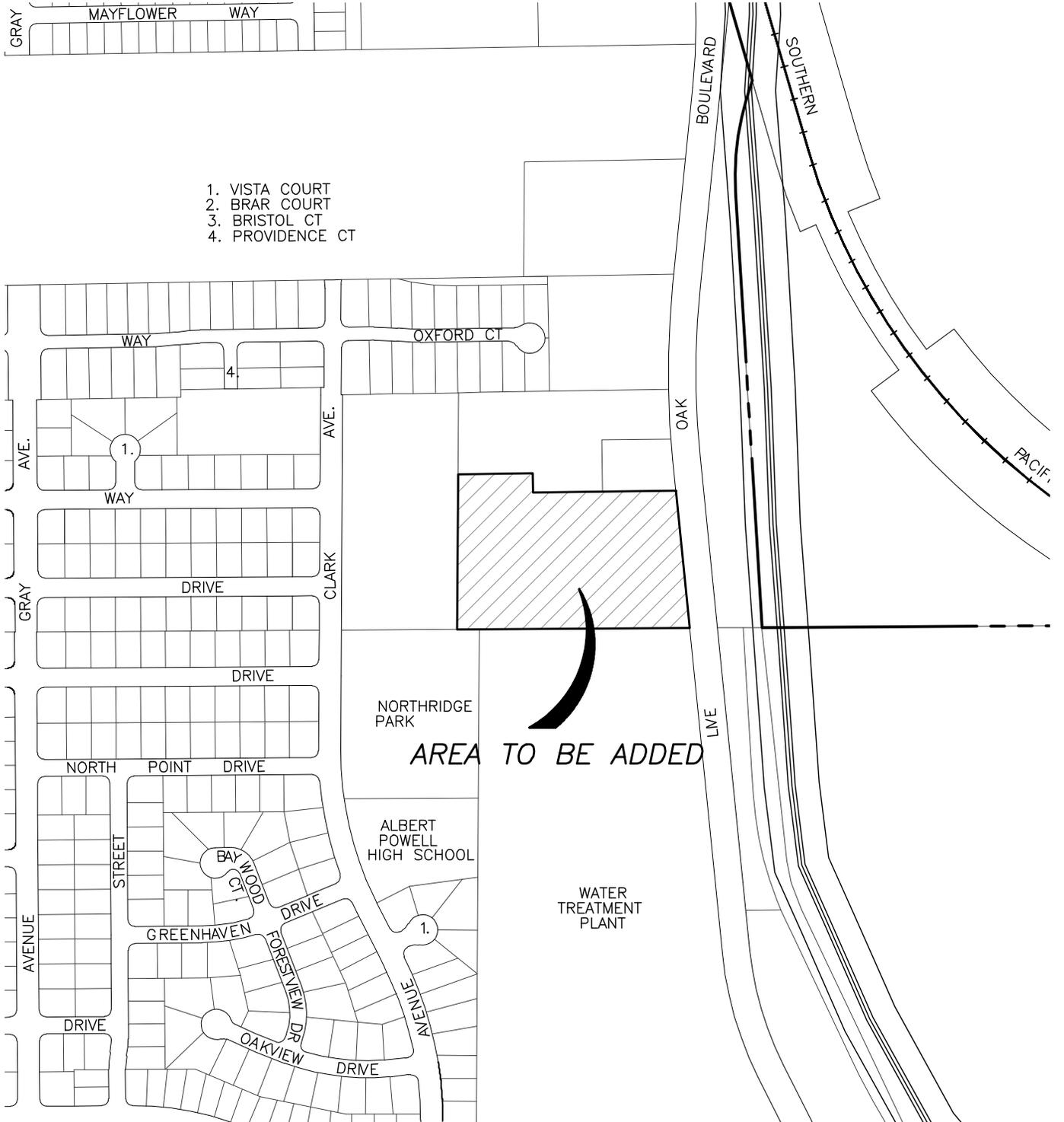
SCALE: 1" = 400'

TWIN RIVERS CHARTER ACADEMY
LIGHTING AND LANDSCAPE MAINTENANCE
DISTRICT No. 6
ZONE OF BENEFIT B_9



SUBJECT AREA

- 1. VISTA COURT
- 2. BRAR COURT
- 3. BRISTOL CT
- 4. PROVIDENCE CT



AREA TO BE ADDED



PUBLIC WORKS DEPARTMENT
1201 Civic Center Boulevard
Yuba City, California 95993

REQUEST FOR INCLUSION

YUBA CITY LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT NO. 6
(Pursuant to the Landscape and Lighting Act of 1972)

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF THE
CITY OF YUBA CITY:

- 1. The undersigned is/are the owner/owners of land within the City of Yuba City described as:

2510 Live Oak Boulevard
APN: 51-580-023

- 2. The undersigned request that this land be included with Yuba City Lighting and Landscape Maintenance District No. 6, Zone of Benefit B-9 and be assessed annually for the cost of maintenance as described in the engineer's report on file with the City Clerk.

DATED:

6/16/2016

George Kordik
By: Developer / Owner

President 6/16/2016
Title / Date

EK LLC
725 Sanborn Road
Yuba City, CA 95993

June 16, 2016

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

Re: Street Lighting Assessment, formation of a Lighting District

Dear Mr. Moody:

The above named LLC is the owner of the property located at 2510 Live Oak Boulevard, APN: 51-580-023, Yuba City, CA. The subject property has been conditioned to request for the formation of a Lighting and Landscape Maintenance District, Zone of Benefit as part of the site development project. Pursuant to Section 22608 of the Streets and Highway Code, the requirement for a notice of public hearing for the formation of Lighting and Landscape Maintenance District 6, Zone of Benefit B-9 is hereby waived.

It is hereby certified that the below signature is that of the individual authorized to sign on behalf of the EK LLC. If you have any questions, please call Ron Erny at 530-749-2026.

Sincerely,



EK LLC
By: Inge Karlshoej

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016

To: Honorable Mayor & Members of the City Council

From: Public Works Department

Presented by: Benjamin Moody, Deputy P.W. Director - Engineering

Summary

Subject: Striping Project - 2016 (Plans & Specifications)

Recommendation: Adopt a Resolution approving the plans and specifications for the Striping Project - 2016 and authorizing advertisement for bids on the project. (Engineer's Estimate - \$77,000)

Fiscal Impact: Engineer's Estimate \$77,000 - Account No. 1024 (Striping and Markings) funded through Road Funds

Purpose:

To approve a maintenance contract, to repair faded striping, crosswalks and pavement markings at various locations throughout the City.

Background:

The Public Works Department annually budgets funds to maintain the pavement delineation throughout the City. Engineering has put together a project for bid to replace faded traffic striping, pavement markings, crosswalks, bike path signage and markings along existing city streets. The specific roadways to be addressed are listed on the attached exhibits.

Replacing faded traffic striping is important for all users of the roadway. Improving the roadway delineation and retro-reflectivity will increase vehicle and pedestrian safety, especially during periods of low visibility.

Materials used will have a non-slip, thermoplastic striping material which has a useful life of 5-10 years, compared to paint which lasts for 1-2 years. Additionally, the thermoplastic material contains glass beads which increase visibility at night.

Project design, management, and construction inspection will be administered by the City's Public Works Department.

Analysis:

Public Works has prepared the plans, specifications, and estimates for the Striping Project-2016.

With Council approval of the plans and specifications and authorization to bid, staff proposes to move forward with the subject project at the following anticipated schedule:

Advertise for bid:	July 2016
Award Contract:	September 2016

Start of Construction: Fall 2016
Completion: Fall 2016

The plans and specifications for the project are on file in the Public Works office for review.

Fiscal Impact:

The project will be funded with Streets and Road funds. In the Capital Improvement Program there is adequate funding available through Account No. 1024 (Striping and Markings) to cover the estimated \$77,000 required for this project.

Alternatives:

Provide staff with alternative direction regarding priority locations or delay the recommended action.

Recommendation:

Staff recommends that Council adopt a Resolution approving the plans and specifications for the Striping Project-2016 and authorize advertisement for bids on the project.

Prepared by:

/s/ Marisa Jayne
Marisa Jayne
Assistant Engineer

Submitted by:

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

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH via email

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
APPROVING THE PLANS AND SPECIFICATIONS FOR THE STRIPING
PROJECT 2016 AND AUTHORIZING ADVERTISEMENT FOR BIDS ON
THE PROJECT**

BE IT RESOLVED AND ORDERED by the City Council of the City of Yuba City that the plans and specifications for the Striping Project-2016 be approved.

BE IT FURTHER RESOLVED AND ORDERED by the City Council of the City of Yuba City that the Department of Public Works is hereby authorized and directed to advertise for bids for the Striping Project-2016.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July 2016.

AYES:

NOES:

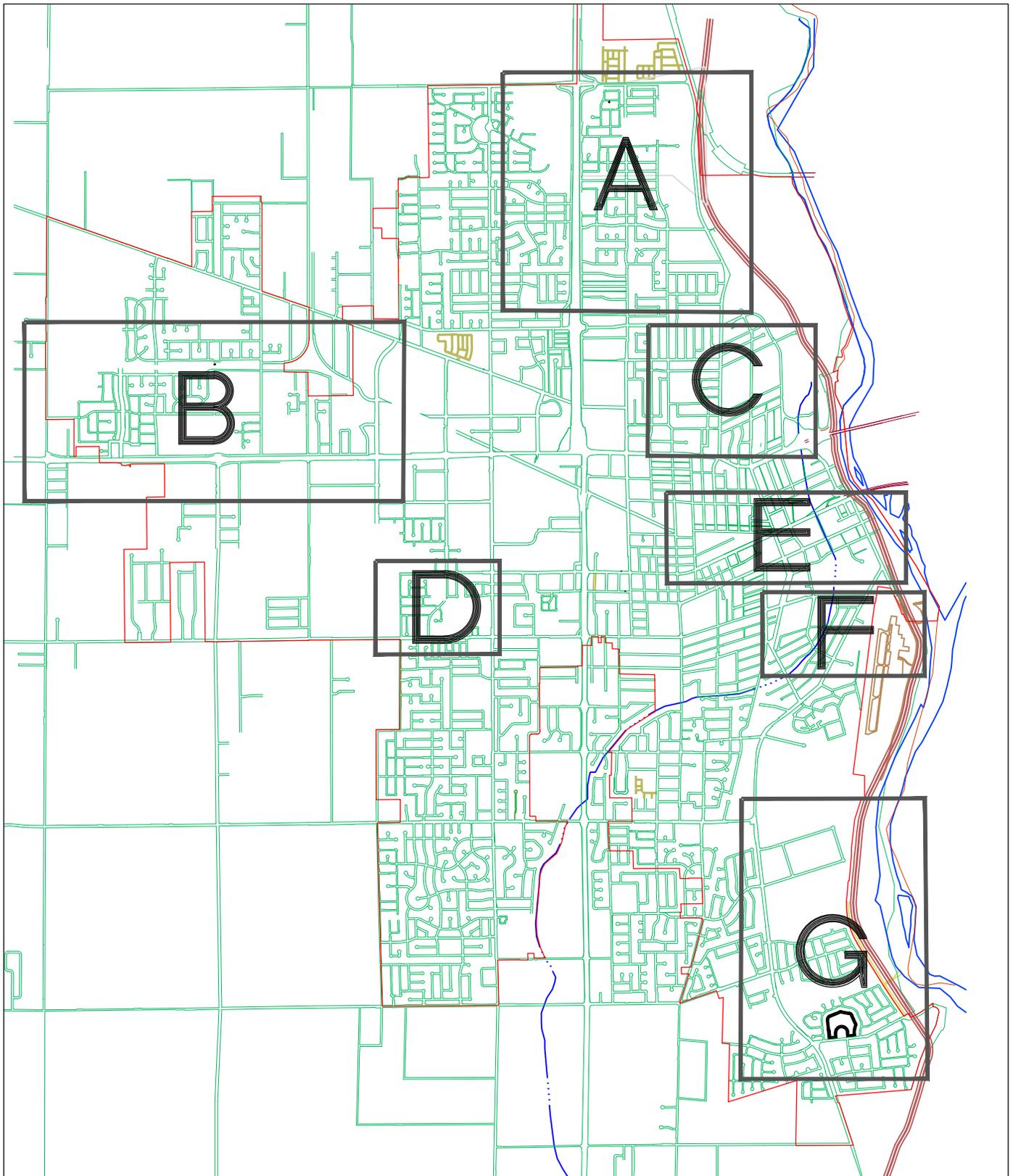
ABSENT:

John Buckland, Mayor

ATTEST:

Terrel Locke, City Clerk

PROJECT VICINITY MAP PAVEMENT STRIPING PROJECT 2016



CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Sale Property - 625 Clark Avenue

Recommendation: Authorize the City Manager on behalf of the Housing Successor Agency to execute a Grant Deed and necessary documents to sell Real Property located at 625 Clark Avenue (APN 52-412-013) in the amount of \$175,000

Fiscal Impact: Sale proceeds will be placed in a Low and Moderate Income Housing Asset Fund to be used for affordable housing purposes in accordance with the law

Purpose:

To work with the Regional Housing Authority of Sutter and Nevada Counties (Housing Authority) to use Low and Moderate Income Housing Funds to purchase and improve blighted properties within the City to provide low and moderate housing opportunities.

Background:

The Redevelopment Agency of the City of Yuba City purchased 625 Clark Avenue in 2010 using Low and Moderate Income Housing Funds. The property has been managed by the Housing Authority as part of the Homes2Families program, which provides housing for low to moderate income families. The Redevelopment Agency was dissolved effective February 1, 2012, and the City elected to retain all the housing assets and functions previously performed by the Redevelopment Agency, and act as the Housing Successor Agency to the Redevelopment Agency under the Dissolution Law.

Analysis:

The home was vacated a few months ago and the City is interested in selling the property. The City will pool the proceeds with other property sale proceeds to partner with the Housing Authority to purchase and improve blighted properties within the City to provide low and moderate housing opportunities.

The property was originally purchased for \$126,604.35 and approximately \$33,000 has been spent since that time for repairs. An appraisal was completed in December 2015 in which the appraised amount was \$140,000.

The home was placed for sale on June 28 and two offers have been received, both in the amount of \$175,000. Staff is recommending acceptance of the offer with a shorter closing period and higher initial deposit. Staff is requesting authorization for the City Manager, on behalf of the Housing Successor Agency, to execute a Grant Deed and the necessary documents to sell the property.

Fiscal Impact:

The anticipated net proceeds to the City is approximately \$164,000. The Housing Successor Agency is required to place the sale proceeds in a separate Low and Moderate Income Housing Asset Fund, and use those funds for affordable housing purposes in accordance with the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.).

Alternatives:

Do not approve the sale of 625 Clark Avenue.

Recommendation:

Authorize the City Manager on behalf of the Housing Successor Agency to execute a Grant Deed and necessary documents to sell Real Property located at 625 Clark Avenue (APN 52-412-013) in the amount of \$175,000.

Prepared by:

Submitted by:

/s/ Diana Langley _____

Diana Langley
Public Works Director

/s/ Steven C. Kroeger _____

Steven C. Kroeger
City Manager

Reviewed by:

Finance

RB

City Attorney

TH via email



EXHIBIT
625 CLARK AVENUE



CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Purchase of Property: 889 Bridge Street for the future widening of Bridge Street

Recommendation: Authorize the City Manager to execute a Purchase and Sale Agreement and Lease Agreement and Accept a Grant Deed for the Real Property purchase of 889 Bridge Street (APN 52-077-010) for \$200,000 plus half of the closing costs

Fiscal Impact: \$202,000 – Account Number 931187-65517 (Bridge Street Widening)

Purpose:

Acquire property that is in the future right-of-way for the widening of Bridge Street to four lanes between Highway 99 east to the Fifth Street Bridge.

Background:

As properties have come available along the north side of Bridge Street between Gray Avenue and Cooper Avenue, the City has been successful in acquiring them for the future widening of Bridge Street to four lanes from Highway 99 to the Fifth Street Bridge. Currently 13 of the 19 parcels on the north side of Bridge Street within this area are publicly owned. Some of the parcels have homes which are managed through an agreement between the City and the Regional Housing Authority of Sutter and Nevada Counties, while several parcels are vacant lots or soon to be vacant lots where the homes are in the process to be demolished.

Analysis:

The City has an agreement with the owner of 889 Bridge Street to purchase the property for \$200,000 and split closing costs. In addition, as the Bridge Street Widening Project will not begin for at least a couple of years, the City is offering to allow the property owner to remain in the home for a minimum of one year, rent free, in exchange for maintaining the property. Once the home is vacated, the home will be demolished and the property scraped clean. The attached Purchase and Sale Agreement outlines the terms of the purchase and the lease.

Fiscal Impact:

The fiscal impact is estimated at \$202,000 which includes the purchase price of \$200,000 and the City's share of the closing costs. There are sufficient Road Developer Impact Fee Funds in Account NO. 931187-65517 (Bridge Street Widening).

Alternatives:

Do not approve the purchase of 889 Bridge Street.

Recommendation:

Authorize the City Manager to execute a Purchase and Sale Agreement and Lease Agreement and Accept a Grant Deed for the Real Property purchase of 889 Bridge Street (APN 52-077-010) for \$200,000 plus half of the closing costs.

Prepared by:

Submitted by:

/s/ Diana Langley _____

Diana Langley
Public Works Director

/s/ Steven C. Kroeger _____

Steven C. Kroeger
City Manager

Reviewed by:

Finance

RB

City Attorney

TH via email

PURCHASE AND SALE AGREEMENT
889 Bridge Street

This Purchase and Sale Agreement ("Agreement") is entered into this 19th day of July, 2016, by and between the City of Yuba City ("City"), a Municipal Corporation, and Deborah L. Stevens ("Seller").

Recitals

A. Seller is the owner of certain real property (the "Property") located at 889 Bridge Street (APN 52-077-010), Yuba City, California, and described in the legal description attached hereto as Exhibit A and incorporated herein by reference. The Property contains a single-family residence (the "Residence").

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

C. The City is willing to allow Seller to live in the Residence for at least a one (1) year period after the close of escrow.

Agreements

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

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

2. Purchase Price. The total purchase price for the Property (the "Purchase Price") is Two Hundred Thousand Dollars (\$200,000). The Purchase Price shall be paid by cash or certified check upon the close of escrow.

3. Escrow.

3.01 General.

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

B. Instructions. The escrow instructions given to Escrow Holder shall be consistent with the terms of this Agreement. As between the parties, the terms of this

Agreement shall prevail if there is any inconsistency, unless any instruction specifically states that it is intended to supersede a provision of this Agreement.

C. Close of Escrow. "Close of escrow," "close," or "closing" shall mean the date when the deed conveying easement across the frontage of the Purchase Property to the City is recorded in the official records of Sutter County, California. Escrow shall close on or before the date 30 days after the Effective Date (the "Closing Date").

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

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

3.02 Delivery of Documents and Funds.

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

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

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

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

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

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

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

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

accordance with this Agreement.

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

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

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

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

3.03 Additional Conditions to Close of Escrow.

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

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

C. Approval of Exceptions to Title. Seller shall order from Escrow Holder and cause to be delivered to the City within five days after the Effective Date a copy of a Preliminary Report covering the Purchase Property (the "Preliminary Report") and legible copies of all documents referred to in the Preliminary Report. The City shall have ten (10) days within which to, approve or disapprove the exceptions listed in the Preliminary Report. Notice shall be given as provided in Section 5.01. Failure to give

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

D. The City's Due Diligence Conditions.

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

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

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

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

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

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

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

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

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

4. Representations and Warranties by Seller.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Miscellaneous.

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

If to Seller: Deborah Stevens
 889 Bridge Street
 Yuba City, CA 95991
 530.329-3263

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

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

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

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

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

5.06 Attorneys' Fees. If either Seller or the City shall commence legal

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

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

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

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

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

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

5.12 Possession. Seller shall deliver exclusive possession of the Property to the City at Close of Escrow. Notwithstanding the previous sentence, Seller shall have the right, if she elects, to live in the residence for up to at least one (1) year following the Close of Escrow. If Seller elects to live in the Residence following the Close of Escrow, prior to the Close of Escrow, City and Seller agree to enter into a lease of the Property in a form which is attached at Exhibit B and incorporated herein by reference.

At the time the Seller vacates the Property and delivers possession to the City, Seller shall be allowed to remove and take all of the appliances, the white ceiling fan in the converted bedroom, the vessel sinks and faucets from both bathrooms, and the faucet from the kitchen.

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

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

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

Seller:

Deborah L. Stevens

Dated:

By: _____
Deborah L. Stevens

City:

City of Yuba City

Dated:

By: _____
Steven C. Kroeger
City Manager

EXHIBIT A

LEGAL DESCRIPTION

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

Lot 17 of Block 3, as shown on that certain map entitled, "Plat of Fippins Tract", filed in the Office of the County Recorder of Sutter County, California, on September 13, 1946, in Book 8 of Surveys, Page 11.

APN: 52-077-010

EXHIBIT B

LEASE AGREEMENT

This Lease Agreement (the "Agreement") is entered into as of this ____ day of _____, 2016, by and between the City of Yuba City ("City") and Deborah L. Stevens ("Tenant").

In consideration of the mutual covenants and agreements contained herein to be performed by the respective parties, and for other good and valuable consideration, the parties hereby agree as follows:

1. Description. City hereby rents to Tenant the single-family residence located at 889 Bridge Street, Yuba City, California (the "Property").
2. Rent. No rent shall be charged during the term of this Agreement.
3. Term. The term of this Agreement shall commence on the close of escrow of the purchase of the Property by City from Tenant, and shall be for one (1) year. Tenant shall have the right to terminate the lease prior to the end of the lease term upon thirty (30) days written notice. At the end of the one year lease term, this Agreement will become a month-to-month tenancy and shall continue until either party elects to terminate the tenancy by giving the other party at least sixty (60) days written notice.
4. Security Deposit. No security deposit shall be required.
5. Maintenance and Repair. Tenant shall maintain the Property in a neat and orderly condition.
6. Expiration or Termination of this Agreement. Upon the expiration or termination of this Agreement, Tenant shall surrender the Property to the City in good and clean condition, reasonable wear and tear excepted. Tenant shall be liable for any and all damage to the Property caused by Tenant's use.
7. Sublease/Assignment. Tenant may not sublease the Property or assign all or in part of this Agreement to any third party. Assignment of this lease may occur only with prior written approval by the City.
8. Utilities. During the term of this lease, Tenant agrees to pay when due all charges for water, gas, sewer, electricity, trash collection, telephone, and any other utilities and services supplied to and used on the Property.
9. Casualty. If the Premises is rendered unleaseable by fire, or any other cause, and City elects not to repair the Property, this Agreement shall terminate.

10. City's Non-Liability. City shall not be liable for any loss, damage or injury of any kind to any person or property arising from any use of the Property, or any part thereof, or caused by any defect in any building, structure or other improvement thereon or in any equipment or other facility therein, or caused by or arising from any act or omission of Tenant or Tenant's agents, employees, licensee, or guests or by or from any accident on the Property or any fire or other casualty thereon, or occasioned by the failure of Tenant to maintain the Property and all improvements thereto in a safe condition or arising from any other cause except where caused by the negligence of City, its agents or employees.

11. Indemnification of City. Notwithstanding anything to the contrary contained in this Agreement and irrespective of any insurance carried by Tenant for indemnity, Tenant shall hold the Landlord harmless from any and all damages and liabilities at any time occasioned by or arising out of (a) any act, activity or omission of Tenant or of anyone holding under Tenant, or (b) the occupancy, use or condition of the Property or any part thereof.

12. Attorney's Fees. Should any action to enforce this Agreement be commenced between the parties to this Agreement concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing party shall be entitled, in addition to any other relief that may be granted in the event of litigation, to reimbursement for costs and expenses incurred by the prevailing party, including reasonable attorney's fees.

13. Inspection. City reserves the right to enter upon the Property at any reasonable time for the purpose of attending to the City's interest hereunder, and to inspect the Property.

14. Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any party hereto which is not contained herein shall be binding or valid.

15. Notices. Any notice to be given or other document to be delivered by either party to the other party may be given by personal delivery or may be deposited in the United States mail in the State of California, duly registered or certified, with postage prepaid, and addressed to the party for whom intended as follows:

To City: City of Yuba City
 Attn: Diana Langley
 1201 Civic Center Boulevard
 Yuba City, CA 95993

To Tenant: Deborah L. Stevens
889 Bridge Street
Yuba City, CA 95991

This Agreement has been executed on the date first set forth above to become effective as provided for in Paragraph 3.

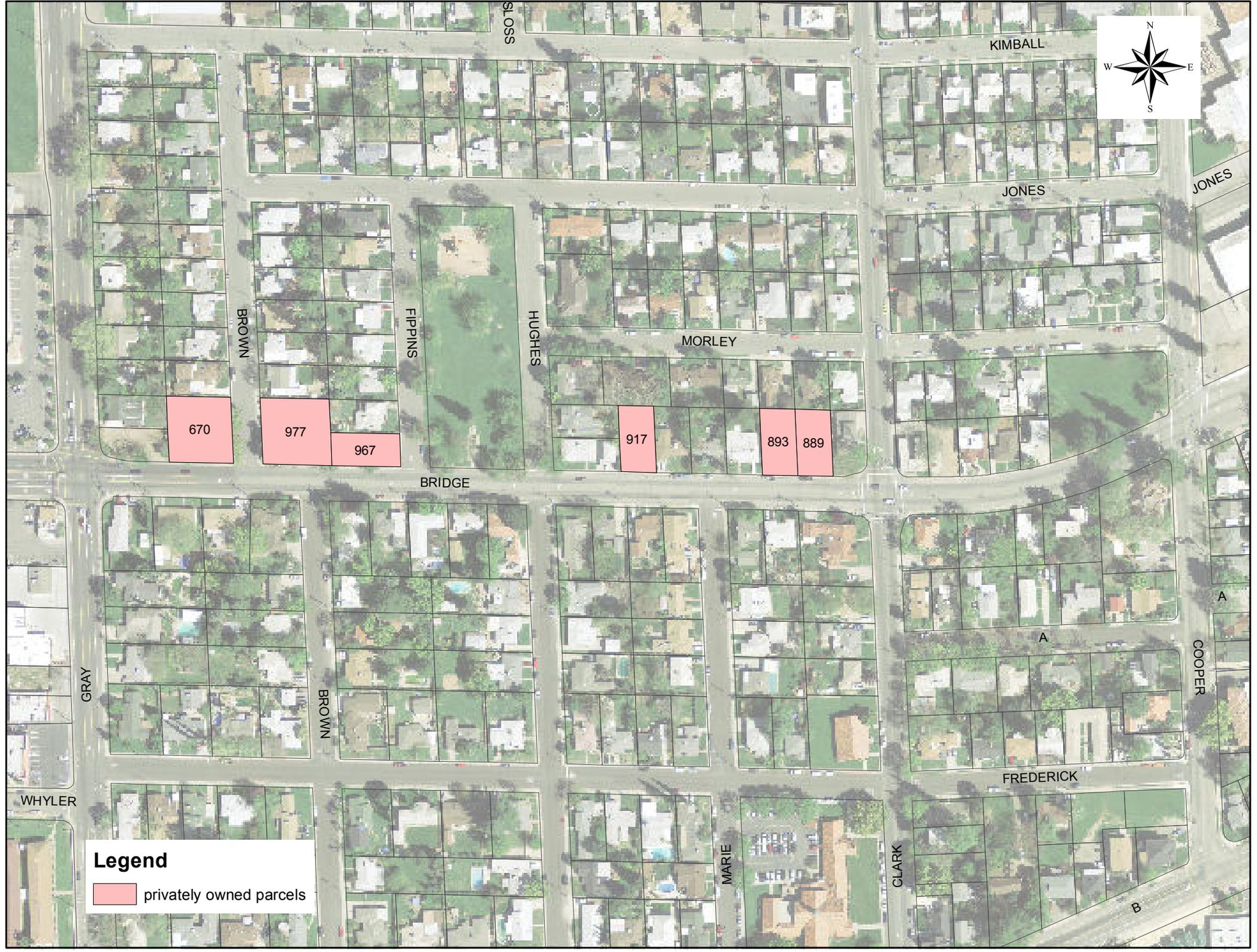
City:

City of Yuba City

By: _____
Steven C. Kroeger
City Manager

Tenant:

By: _____
Deborah L. Stevens



Legend
[Pink Box] privately owned parcels

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presented by: Benjamin Moody, Deputy Public Works Director - Engineering

Summary

Subject: Almond and Chestnut Streets – Street Lights

Recommendation: Support the Clean and Safe Initiative in the Downtown area by installing street lights on Almond and Chestnut Streets between Forbes Avenue and Reeves Avenue

Fiscal Impact: Initial installation costs (3 new street lights and 4 larger light fixtures) – \$8,900
Annual operational costs – \$550

Purpose:

To approve the installation and funding of street lights in the area west of the City's Downtown, as part of a Clean and Safe Initiative for the area.

Background:

Jeff Clinkenbeard, a member of the Almond Street Neighborhood Watch, brought attention to the lack of visibility at night while on patrol. Over the past several months, crime has been increasing in the area and Mr. Clinkenbeard has stated to the City that he has been unable to patrol to the best of his ability nor keep other members of the Watch safe with the existing lighting.

Staff initially reviewed the area and enhanced the lighting of existing streetlights along Almond Street in an effort to aid Mr. Clinkenbeard's Watch. In a follow-up discussion, Mr. Clinkenbeard informed staff that the enhanced lighting has helped, but is still not enough to ease the fears of the other members and provide them with safety and visibility.

Analysis:

Following discussions with Mr. Clinkenbeard, staff coordinated with the Police Department for input and requested a criminal activity report for the area. The report included all police related activities within a 1,000 foot radius of Almond Street. As seen in the attached exhibit, a significant amount of activity is concentrated along Almond Street, when compared to the neighboring streets.

The Yuba City Police Department identified the subject area as within the City's second busiest patrol beat for reported crimes. From January through March 2016, there were 167 reported crimes (including burglary, robbery, vehicle theft, grand theft, and weapons crimes), with more

than 95 police activity incidents occurring within 500 feet of Almond Street since the beginning of 2016.

The Police Department recognized that lighting is an effective crime prevention tool and theorized that additional street lights will likely reduce the area crime rate.

Through Mr. Clinkenbeard's efforts, neighborhood members were asked if they were open to the installation of additional lights and if they would be willing to pay for the annual costs to operate said new lights. The 15 participating parcels expressed positive reactions to the proposed additional lighting. However, it is uncertain whether enough properties are willing to formally commit to pay for the annual costs that would be required for the area to enter into a Lighting District. In order to annex the entire area into a maintenance district, more than 51% of the properties need to be willing to formally vote to pay for the associated costs.

Typically, per City development standards, as properties develop the construction improvements are conditioned to include street lights and require the properties to enter into a maintenance district to pay for the ongoing operational costs. In the subject area, no additional development is likely to occur that would require the installation of the street lights.

Due to the ongoing citizen concerns and high rate of criminal activity, staff recommends that the City install the additional lights and work to include the area into a lighting district as part of the City's Clean and Safe Initiative that includes the subject area. Should efforts to annex the area into a maintenance district fail, staff recommends that the City pay for the ongoing operational costs due to the identified need.

Fiscal Impact:

The estimated cost to install three (3) new streetlights on Almond Street and to upsize four (4) street light fixtures along Chestnut Street is approximately \$8,900. The estimated cost to maintain and pay for the energy costs is approximately \$550 per year. Staff will work to petition the property owners to enter into a Lighting Maintenance District for the ongoing costs, however should the ballot not prevail, the annual operating costs will fall to the City. Funding is recommended to be allocated from available General Fund and/or CDBG funding sources.

Alternatives:

Property owners are required to enter into a Lighting Maintenance District to pay for all, or a portion of the costs.

Provide direction to modify the proposed lighting configuration to change effectiveness and costs.

Recommendation:

Support the Clean and Safe Initiative in the Downtown area by installing street lights on Almond and Chestnut Streets between Forbes Avenue and Reeves Avenue.

Prepared by:

/s/ Benjamin K. Moody

Benjamin K. Moody
Deputy P.W. Director - Engineering

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

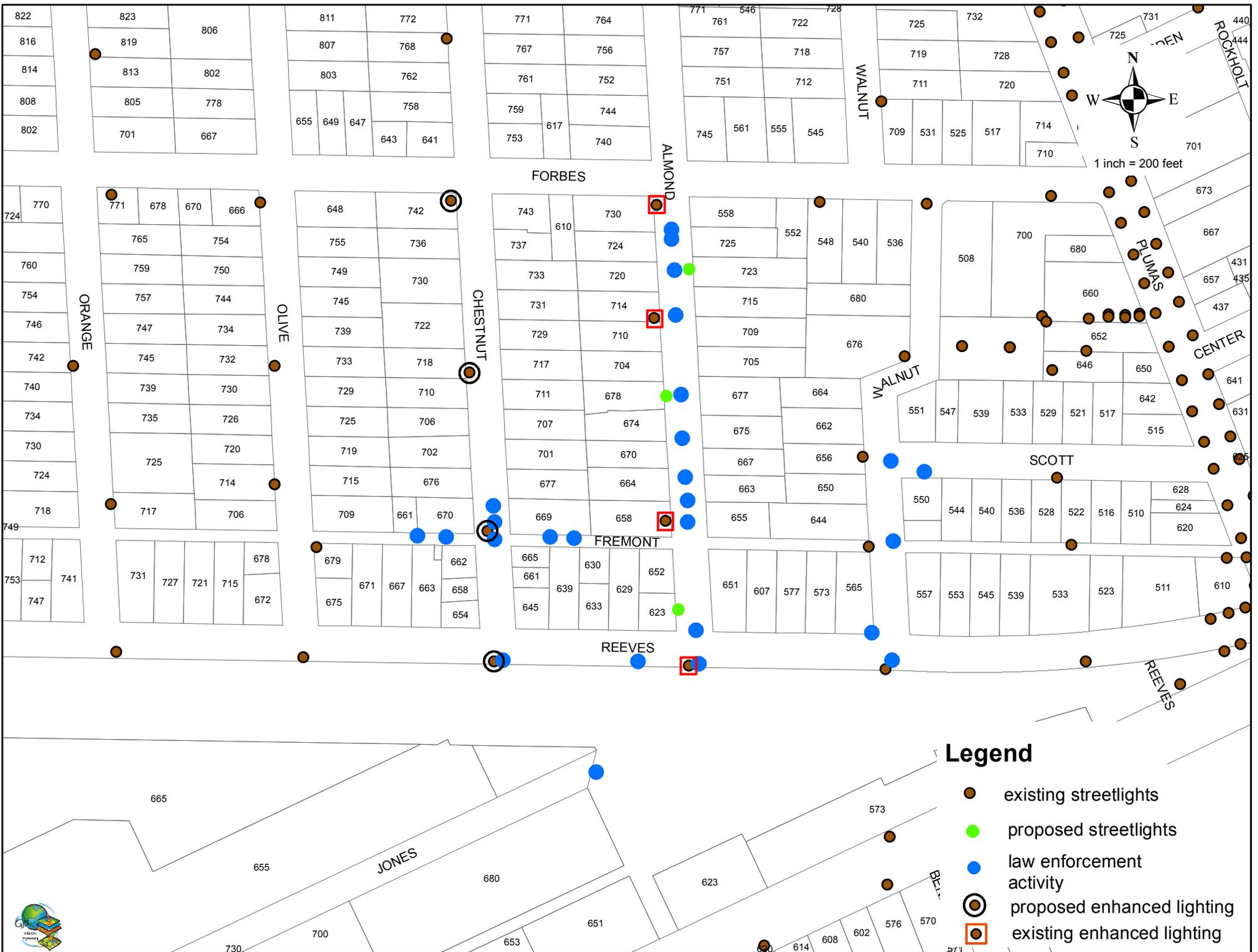
DL

Finance

RB

City Attorney

TH via email



CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Water and Wastewater Rates

Recommendation: A) Adopt a Resolution setting the water rates to be in effect August 1, 2016
B) Adopt a Resolution setting the wastewater rates to be in effect August 1, 2016

Fiscal Impact: A rate increase will fund ongoing operation and maintenance expenses, provide adequate debt-service coverage, and fund capital improvement projects identified as Priority 1 & 2 as part of the 5-Year Rate Plan, Option 1.

Purpose:

To ensure adequate revenues in the Water and Wastewater Enterprise Funds for operations and maintenance, debt service coverage, and capital improvement projects.

Background:

Council adopted a Water and Wastewater Rate Study on April 5, 2016, which proposed adjustments to the City's water and wastewater rates over the next 5 years to fund ongoing expenses, provide adequate debt-service coverage, and fund priority capital projects.

In accordance with Proposition 218, a protest public hearing took place on June 8, 2016, and protests were received and tabulated. The City Clerk determined that there was not a majority protest of the proposed rate adjustments.

On June 21, 2016, City Council adopted Water and Wastewater Ordinances which included rate structures approved through the Proposition 218 process, which are the maximum amounts that the rates can be raised. The Ordinances have provisions requiring that the City Council review the rates on an annual basis as part of the fiscal year budget review process, prior to the July 1 implementation of the increases for each year. Council retains the authority to set by resolution the actual rates, provided they do not exceed the rates approved through the Proposition 218 process.

With the recent reduction in the conservation mandate to 15%, it is anticipated that water consumption will increase, which will also increase water revenues. Staff was directed by Council at the June 21 Council meeting to bring forward options for implementation of a water rate increase that takes into account the anticipated increase in revenues.

Analysis:

The Wastewater Rates approved through the Proposition 218 process are shown in Tables 1 and 2. The Year 1 rates are recommended for implementation effective August 1, 2016.

Table 1 – Proposition 218 Approved Wastewater Rates – Residential, Commercial, and Schools

Sewer Rate Schedule	Year 1	Year 2	Year 3	Year 4	Year 5
Single Family	\$44.58	\$49.04	\$53.95	\$59.34	\$65.27
Multi-Family	\$35.67	\$39.24	\$43.16	\$47.48	\$52.23
Commercial – C1	\$44.58	\$49.04	\$53.95	\$59.34	\$65.27
Commercial – C2	\$50.16	\$55.18	\$60.69	\$66.76	\$73.44
Commercial – C3	\$60.75	\$66.83	\$73.51	\$80.86	\$88.95
Commercial Volumetric Charge (HCF)	\$1.76	\$1.93	\$2.13	\$2.34	\$2.57
Schools – Per Student/Year	\$20.47	\$22.52	\$24.77	\$27.25	\$29.97

Table 2 – Proposition 218 Approved Wastewater Rates – Industrial and Septage Haulers

Sewer Rate Schedule	Year 1	Year 2	Year 3	Year 4	Year 5
Industrial					
Volume (MG)	\$2,570.61	\$2,827.67	\$3,110.44	\$3,421.48	\$3,763.63
TSS (lbs)	\$0.198	\$0.218	\$0.240	\$0.264	\$0.290
BOD (lbs)	\$0.263	\$0.290	\$0.319	\$0.350	\$0.385
Septage Hauler					
\$/Gallon	\$0.343	\$0.378	\$0.415	\$0.457	\$0.502
400 Gallons	\$137.28	\$151.01	\$166.11	\$182.72	\$200.99
1,000 Gallons	\$343.20	\$377.52	\$415.27	\$456.80	\$502.48
1,500 Gallons	\$514.80	\$566.28	\$622.91	\$685.20	\$753.72

The Water Rates approved through the Proposition 218 process are as follows:

Table 3 – Proposition 218 Approved Water Rates

Meter Size	Baseline Allocation (HCF)	Year 1	Year 2	Year 3	Year 4	Year 5
1"	11	\$28.50	\$33.91	\$39.49	\$41.01	\$42.59
1-1/2"	22	\$57.00	\$67.83	\$78.98	\$82.03	\$85.18
2"	44	\$114.01	\$135.67	\$157.99	\$164.07	\$170.39
3"	176	\$456.02	\$542.66	\$631.93	\$656.26	\$681.53
4"	352	\$912.05	\$1,085.34	\$1,263.88	\$1,312.54	\$1,363.08
6"	660	\$1,710.09	\$2,035.00	\$2,369.76	\$2,461.00	\$2,555.74
8"	1,540	\$3,990.21	\$4,748.36	\$5,529.46	\$5,742.34	\$5,963.42
Flow Rate per Excess HCF		\$1.430	\$1.701	\$1.981	\$2.057	\$2.137

*1 HCF = 748 Gallons

In order to account for the reduction in the City's conservation mandate to 15%, staff has evaluated the following options:

Table 4 – Water Rate Implementation Options

Meter Size	Option 1		Option 2		Option 3	
	Baseline Allocation (HCF)	Water Rate Effective 8/1/16	Baseline Allocation (HCF)	Water Rate Effective 8/1/16	Baseline Allocation (HCF)	Water Rate Effective 8/1/16
1"	15	\$27.85	11	\$24.83	13	\$26.34
1-1/2"	30	\$55.70	22	\$49.66	26	\$52.68
2"	60	\$111.42	44	\$99.33	52	\$105.37
3"	240	\$445.66	176	\$397.29	208	\$421.47
4"	480	\$891.33	352	\$794.59	416	\$842.96
6"	900	\$1,671.22	660	\$1,489.85	780	\$1,580.53
8"	2,100	\$3,899.53	1,540	\$3,476.32	1,820	\$3,687.93
Flow Rate per Excess HCF		\$1.430		\$1.430		\$1.430

*1 HCF = 748 Gallons

Many comments received during the public hearings indicated a desire from customers to see the baseline allocation remain the same as it is currently, which is reflected in Option 1, and to see Council adopt water rates that are less than the maximum rates approved through the Proposition 218 process, which is reflected in all three options.

Fiscal Impact:

The revenues projected under all three water rate options are equivalent to the revenues projected with the water rates approved through the Proposition 218 process.

Alternatives:

1. Adopt the maximum water rates approved through the Proposition 218 process. With the reduction in the conservation mandate, it is expected that the revenues collected under the approved rate structure will exceed the revenues required as identified in the Rate Study.
2. Direct staff to consider a different option for implementation of water rates.

Recommendation:

- A) Adopt a Resolution setting the water rates to be in effect August 1, 2016.
- B) Adopt a Resolution setting the wastewater rates to be in effect August 1, 2016.

Prepared by:

/s/ Diana Langley

Diana Langley
Public Works Director

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Finance
City Attorney

RB
TH via email

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING THE WATER RATES EFFECTIVE
AUGUST 1, 2016 – OPTION 1**

WHEREAS, the City Council adopted a Water and Wastewater Rate Study on April 5, 2016; and,

WHEREAS, in accordance with Proposition 218, a protest public hearing took place on June 8, 2016, in which the City Clerk received and tabulated the protests and determined that there was not a majority protest of the proposed water rate adjustments; and,

WHEREAS, the City Council adopted a Water Ordinance on June 21, 2016, which included rate structures approved through the Proposition 218 process; and

WHEREAS, the Water Ordinance provides the City Council with the authority to set actual rates by resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City that the Water Rates, effective August 1, 2016, shall be as follows:

Meter Size	Baseline Allocation (HCF)	Water Rates Effective August 1, 2016
1"	15	\$27.85
1-1/2"	30	\$55.70
2"	60	\$111.42
3"	240	\$445.66
4"	480	\$891.33
6"	900	\$1,671.22
8"	2,100	\$3,899.53
Flow Rate per Excess HCF		\$1.430

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2016:

AYES:

NOES:

ABSENT:

John Buckland, Mayor

ATTEST

Terrel Locke, City Clerk

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING THE WATER RATES EFFECTIVE
AUGUST 1, 2016 – OPTION 2**

WHEREAS, the City Council adopted a Water and Wastewater Rate Study on April 5, 2016; and,

WHEREAS, in accordance with Proposition 218, a protest public hearing took place on June 8, 2016, in which the City Clerk received and tabulated the protests and determined that there was not a majority protest of the proposed water rate adjustments; and,

WHEREAS, the City Council adopted a Water Ordinance on June 21, 2016, which included rate structures approved through the Proposition 218 process; and

WHEREAS, the Water Ordinance provides the City Council with the authority to set actual rates by resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City that the Water Rates, effective August 1, 2016, shall be as follows:

Meter Size	Baseline Allocation (HCF)	Water Rates Effective August 1, 2016
1"	11	\$24.83
1-1/2"	22	\$49.66
2"	44	\$99.33
3"	176	\$397.29
4"	352	\$794.59
6"	660	\$1,489.85
8"	1,540	\$3,476.32
Flow Rate per Excess HCF		\$1.430

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2016:

AYES:

NOES:

ABSENT:

John Buckland, Mayor

ATTEST

Terrel Locke, City Clerk

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING THE WATER RATES EFFECTIVE
AUGUST 1, 2016 – OPTION 3**

WHEREAS, the City Council adopted a Water and Wastewater Rate Study on April 5, 2016; and,

WHEREAS, in accordance with Proposition 218, a protest public hearing took place on June 8, 2016, in which the City Clerk received and tabulated the protests and determined that there was not a majority protest of the proposed water rate adjustments; and,

WHEREAS, the City Council adopted a Water Ordinance on June 21, 2016, which included rate structures approved through the Proposition 218 process; and

WHEREAS, the Water Ordinance provides the City Council with the authority to set actual rates by resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City that the Water Rates, effective August 1, 2016, shall be as follows:

Meter Size	Baseline Allocation (HCF)	Water Rates Effective August 1, 2016
1"	13	\$26.34
1-1/2"	26	\$52.68
2"	52	\$105.37
3"	208	\$421.47
4"	416	\$842.96
6"	780	\$1,580.53
8"	1,820	\$3,687.93
Flow Rate per Excess HCF		\$1.430

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2016:

AYES:

NOES:

ABSENT:

John Buckland, Mayor

ATTEST

Terrel Locke, City Clerk

RESOLUTION NO. _____

**A RESOLUTION ESTABLISHING THE WASTEWATER RATES EFFECTIVE
AUGUST 1, 2016**

WHEREAS, the City Council adopted a Water and Wastewater Rate Study on April 5, 2016; and,

WHEREAS, in accordance with Proposition 218, a protest public hearing took place on June 8, 2016, in which the City Clerk received and tabulated the protests and determined that there was not a majority protest of the proposed wastewater rate adjustments; and,

WHEREAS, the City Council adopted a Wastewater Ordinance on June 21, 2016, which included rate structures approved through the Proposition 218 process; and

WHEREAS, the Wastewater Ordinance provides the City Council with the authority to set actual rates by resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Yuba City that the Wastewater Rates, effective August 1, 2016, shall be as follows:

Customer Classification	Wastewater Rates Effective August 1, 2016
Single Family	\$44.58
Multi-Family	\$35.67
Commercial – C1	\$44.58
Commercial – C2	\$50.16
Commercial – C3	\$60.75
Commercial Volumetric Charge (HCF)	\$1.76
Schools – Per Student/Year	\$20.47
Industrial	
Volume (MG)	\$2,570.61
TSS (lbs)	\$0.198
BOD (lbs)	\$0.263
Septage Hauler	
\$/Gallon	\$0.343
400 Gallons	\$137.28
1,000 Gallons	\$343.20
1,500 Gallons	\$514.80

The foregoing Resolution was duly and regularly introduced, passed and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2016:

AYES:

NOES:

ABSENT:

John Buckland, Mayor

ATTEST

Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Benjamin Moody, Deputy P.W. Director – Engineering

Summary

Subject: Valencia Estates Subdivision (Subdivision Agreement and Final Map Approval)

Recommendation:

- A) Authorize the use of available developer-deposited construction-in-lieu funds associated with Tuly Parkway for developer reimbursement costs.
- B) Authorize the Finance Director to make a supplemental appropriation of \$208,128 of unallocated Road Developer Impact Fees to pay for the City's contribution toward Tuly Parkway.
- C) Adopt a Resolution approving the execution of a Subdivision Agreement with Interwest Homes Corp., dated July 19th, 2016, providing for public improvements associated with the Valencia Estates Subdivision Map. [Subdivision is located on the west side of the future Tuly Parkway, north of Bradley Estates]
- D) Adopt a Resolution approving the Final Map for Valencia Estates, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map, pending the necessary securities and rights-of-way are received per the associated Subdivision Agreement.

Fiscal Impact: Costs and reimbursements in accordance with proposed Subdivision Agreement.

Purpose:

To allow the use of funds reserved for the construction of Tuly Parkway and approve the necessary agreement and final subdivision map that specify the terms for the Valencia Estates development.

Background:

On December 10, 2014, the Planning Commission approved Tentative Map SM 14-01 to subdivide an 11.9 acre parcel into 39 single family residential parcels located west of the future Tuly Parkway and north of Bradley Estates Drive (Exhibit A).

Since approval, the developer and his representatives have been coordinating with City staff to develop the necessary improvement plans and determine the terms of the subdivision agreement in accordance with the conditions of approval for the development and City policy.

Tuly Parkway, a four-lane parkway identified in the General Plan (Exhibit B), will be constructed between Bradley Estates Drive and Heidi Way as part of the subdivision. Tuly Parkway is part of the City's Road Developer Impact Fee program, in which the developer is required to pay for the outside travel lane, bike lane, curb, gutter, sidewalk, landscaping, and block wall. The City is required to pay for any interior travel lanes and landscape medians. In 2003, the City collected funds through two previous subdivisions for the developer's portion of the east half of Tuly Parkway adjacent to the Valencia Estates subdivision. Through the planning approval process of the Tentative Map, staff recommended that only two lanes of Tuly Parkway be constructed as staff does not believe a four-lane parkway will be required to serve traffic at full buildout in this area for the foreseeable future. As per the Conditions of Approval, the property is required to construct Tuly Parkway as shown on Exhibit C.

Analysis:

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

With the recordation of the Final Map, the determined right-of-way and utility easements will be dedicated to the City as shown on Exhibit D. Road dedications include portions of the General Plan roadway, Tuly Parkway.

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

- Tentative Map – The applicant submits a tentative map to the Development Services Department, which is then routed to all City Departments and other agencies for review, comment, and establishment of the Conditions of Approval. Upon preparation of the Conditions of Approval and the environmental document, the map is taken to the Planning Commission for approval. The tentative map for the subject project was approved by the Planning Commission on December 10, 2014, with amended conditions of approval on May 13th, 2015.
- Final Map – Upon approval of the tentative map, the applicant submits a Final Map package which includes the Final Map and public improvement plans. If the applicant chooses to file the map prior to the construction of the public improvements, the City requires the execution of a Subdivision Agreement guaranteeing that the improvements will be constructed through the collection of security, such as bonds or a letter of credit.
- Council Approval – Once it is determined that the Final Map is correct and the Conditions of Approval have been met, the map is taken to the City Council for consideration and approval.
- Recordation of the Final Map – Upon Council approval, the City Clerk certifies the action on the map and it is submitted to the Sutter County Recorder for recordation.

Fiscal Impact:

Costs and reimbursements for the public improvements are specified through the proposed Agreement. Schedule A of the Agreement identifies the fees owed by the Developer to the City

at the time of execution of the Agreement. Those fees include plan check and inspection, drainage, water, master plan contribution, and roadway improvements totaling \$343,360.

Schedule B of the Agreement identifies the funds owed by the City. As noted previously, the City collected funds in 2003 to pay for the construction of a portion of the east side of Tuly Parkway. The City's contribution towards Tuly Parkway, including the previous developments obligation, totals \$672,213. The City collected \$464,085, leaving the City's portion of the costs at \$208,128. Staff is recommending a supplemental appropriation of \$208,128 from unallocated Road Developer Impact Fees. The project will generate approximately \$401,143 in Road Developer Impact Fees at the time that building permits are issued.

Alternatives:

Delay or modify the recommended actions.

Recommendation:

- A) Authorize the use of available developer-deposited construction-in-lieu funds associated with Tuly Parkway for developer reimbursement costs.
- B) Authorize the Finance Director to make a supplemental appropriation of \$208,128 of unallocated Road Developer Impact Fees to pay for the City's contribution towards Tuly Parkway.
- C) Adopt a Resolution approving the execution of a Subdivision Agreement with Interwest Homes Corp., dated July 19th, 2016, providing for public improvements associated with the Valencia Estates Subdivision Map. [Subdivision is located on the west side of the future Tuly Parkway, north of Bradley Estates].
- D) Adopt a Resolution approving the Final Map for Valencia Estates, accepting dedication of rights-of-way and easements shown thereon and authorizing the filing of the map, pending the necessary securities and rights-of-way are received per the associated Subdivision Agreement.

Prepared by:

/s/ Benjamin K. Moody

Benjamin K. Moody
Deputy P.W. Director – Engineering

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH via email

VALENCIA ESTATES
SUBDIVISION AGREEMENT

This Agreement is made and entered into this 19th day of July, 2016, by and between Interwest Homes Corp, hereinafter designated "Developer," and the CITY OF YUBA CITY, A MUNICIPAL CORPORATION, located in the County of Sutter, State of California, hereinafter designated "City."

WITNESSETH

WHEREAS, the City Council has approved and adopted certain rules and regulations governing the platting and subdividing of land in the City, the payment of fees in connection therewith, and the posting of bonds guaranteeing the installation of necessary permanent improvements all as set forth in Chapter 2 of Title 8 of the Yuba City Municipal Code; and

WHEREAS, Article 8 of said Chapter 2 specifically sets forth the requirements for the installation of necessary improvements affecting the development.

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

1. The Developer shall within two (2) years of the date of this Agreement construct or cause to be constructed at its own cost and expense all necessary permanent improvements for the subject development specifically described and shown on Drawing Number 5364-D which was approved by the City Engineer and filed in his office on June 21st, 2016, and in accordance with applicable provisions of the State of California, Department of Transportation, Standard Specifications, as amended by

Special Provisions and/or Specifications submitted with the improvement plans and approved by the City Engineer.

2. If Developer shall fail to do, perform and complete said work, improvements, and other obligations within the period of time herein agreed upon and any extension or extensions of said period of time granted by City hereunder, or if delay in the construction or failure or deterioration of any portion of said work or improvements shall, in the opinion of the City Engineer of the City of Yuba City, endanger property outside the boundaries of said tract, City may, at its option, do, perform, complete, repair, or maintain the same or any part thereof and recover the full cost and expense thereof from Developer.

3. In order to guarantee the faithful performance by Developer of this Agreement, Developer shall, a minimum of ten (10) calendar days prior to Council action on this Agreement, present to and file with the City good and sufficient Improvement Security in the amount or sum of \$1,671,143, which sum is hereby agreed to be the sum fixed by the City for that purpose.

4. Developer shall also at the same time present to and file with City a good and sufficient Improvement Security in the amount or sum of \$1,671,143, and by its terms made to inure to the benefit of laborers and materialmen upon such work and improvements conditioned upon the payment of such laborers and materialmen for labor or material performed or rendered under the terms of said contract, and for amounts due under the Unemployment Insurance Act with respect to such work or labor as provided by Sections 66499 - 66499.10 of the Government Code of the State of California.

5. Developer shall pay to City concurrently with the execution of this Agreement a plan check and inspection fee in connection with City's review of the improvement plans for said development in the amount specified on Schedule A. Developer shall further cause to be paid to City those certain utility connection fees delineated on Schedule A attached hereto and by this reference made a part hereof prior to and as a condition precedent to the recordation of the final map for said subdivision, all as set forth in Title 8, Chapter 2 of the Yuba City Municipal Code.

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

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

8. Developer agrees with City that Developer will set, at its own cost and expense, all of the exterior boundaries of the property, the subject of this development and as the same shall be reflected on the final map prior to the recordation of said final map, and as a condition precedent to the acceptance and filing of said final map for recordation.

Further, Developer agrees with City that it shall cause to be set all interior boundaries of the property, the subject of this development and as shown on the final map to be submitted either prior to recordation and as a condition precedent to the acceptance of the final map and its recordation, or may, at its option, defer the establishment of said interior boundaries and postpone the same subsequent to the recordation and acceptance of said final map on the condition that he post with the City, pursuant to the provisions of Section 66496 of the Government Code, the necessary monument bond to assure the establishment of said interior boundaries, all in accordance with the provisions of Section 66495 through and including 66498 of the Government Code.

Developer agrees with City that it shall cause to be installed, placed, and constructed, at Developer's sole cost and expense within the subject development, street lights, the same being a condition of the tentative map for said development as approved, in accordance with the improvement plans as approved and in accordance with City construction standards. The construction and completion of said street light improvements shall be a condition precedent to the acceptance and filing of the final map for said development, the same being a condition of the tentative map as approved.

9. If the work is not completed within the specified time period because of acts of God, the public enemy, the City, or because of fire, flood, epidemic, quarantine restrictions, strikes, or freight embargoes, the Developer shall be entitled to an extension beyond the specified time period for a period equal to the length of such delay from the beginning of such delay. If an extension of time is granted, it shall in no way affect the validity of this contract or release the surety on the bond attached hereto.

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

11. This Agreement is made upon the express condition that the City is to be free from all liability and claim for damages by reason of any injury to any person, including Developer, its agents, servants, or employees, or to any property of any kind by whomsoever belonging, including the Developer from any cause or causes whatsoever while in, upon or in any way connected with the work to be done in said Agreement, and Developer hereby covenants and agrees to indemnify and save the City, and its officials and employees, harmless from loss or liability, cost or obligation on account of or arising out of such injuries or damages or losses however occurring. The duty of indemnity of the City and its officials and employees by Developer as in this paragraph provided, and as hereinafter stated, shall specifically include a duty to indemnify the City, its officials and employees when the same are concurrently actively negligent with Developer.

12. Developer shall indemnify and save harmless the City and its officials and employees from any claims, losses, or obligations on account of or arising out of operations of the Developer in performing the work called for in said Agreement which are claimed to cause a nuisance or injury or damage to persons or property owners on nearby land, if such loss or claim might arise, and also specifically agrees to indemnify and save harmless the City and its employees and officials from all costs and obligations, including attorneys' fees, on account of or arising out of any such injury or losses however occurring.

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

14. The Developer shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

15. Notwithstanding the acceptance of such work and improvements and inspection thereof by City, Developer guarantees all of said work and shall perform or cause to be performed repairs, additions, or corrective work caused by the deficiency or omission of Developer for one (1) year after the work has been installed and completed pursuant to Sections 66499.3 and 66499.9 of the Government Code of the State of

California. The faithful performance bond herein provided shall cover the guarantee set forth in this paragraph.

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

CITY OF YUBA CITY, A MUNICIPAL CORPORATION

By _____
MAYOR

INTERWEST HOMES CORP

By _____
DEVELOPER

ATTEST:

CITY CLERK

VALENCIA ESTATES
SUBDIVISION AGREEMENT
SCHEDULE A

In accordance with the provisions of the Agreement effective July 19th, 2016, and any amendments made thereto to which this Schedule A is attached and made a part, and also in accordance with applicable provisions of the Yuba City Municipal Code, it has been determined that the following fees are payable a minimum of ten (10) calendar days prior to the date of Council action on the Agreement, and prior to issuance of any building permits for the subject development.

- (1) Public Improvement Plan Check and Inspection Fee:

4% of (Total construction cost less (PG&E and City Portions)
\$1,617,143.00 x .04 = \$64,685.72

- (2) Sewer Extension Fees
Developer constructing sewer main.

- (3) Sewer Connection Fees
(Per Section 6-5.504 Municipal Code)
Deferred until application for building permits are filed.

- (4) Water Extension Fees
Developer constructing water main.

- (5) Water Connection Fees
(Per Section 6-6.05 Municipal Code)
one, 1-1/2" connection fee for irrigation service along Tuly Parkway.
50% due to shared obligation with City
50% x \$15,644.13 = \$7,822.07

All other connection fees deferred until applications for building permits
are filed.

- (6) Drainage Fees (North West Drainage Study – indexed to April, 2016)
\$13,949 per acre
\$13,949 * 11.94 Acres = \$166,551.06
(Developer shall construct improvements in lieu of paying fees) \$0.00

(7) Water Meter

One, 1-1/2" water meter for irrigation service along Tuly Parkway.
 50% due to shared obligation with City
 50% x \$752 = \$376.00

(8) Road Improvement Costs:

Fees in lieu of constructing portions of Tuly Parkway (New 4-Lane Parkway)

Tuly Parkway – West Half (Heidi Way to North Boundary):
 140 LF x \$370.00/LF \$51,800.00

Fees in lieu of constructing portions of Elmer Road

Elmer Road – East Half (South to North Boundary) C of A #71:
 564 LF (Engineer's Estimate with markup for Engineering, Surveying, Construction Management, and plan check and inspection)

\$158,981.89 x 1.3 \$206,676.46

(9) Master Plan proportional contribution. C of A #84: \$12,000.00

TOTAL FEES PAYABLE \$343,360.25

 Diana Langley
 Public Works Director

 Date

VALENCIA ESTATES
SUBDIVISION AGREEMENT

SCHEDULE B

In accordance with current City policy and the terms of the Agreement effective July 19th, 2016, and any amendments made thereto to which this Schedule B is attached and made a part, it has been determined that City will pay to Developer the following amount subject to and after completion, and within thirty (30) days following acceptance by the City of all of the work associated with Tuly Parkway called for in the subject Agreement.

(1) Reimbursement for Tuly Parkway Improvement Costs (City Portion) –

Tuly Parkway (Collector road section, does not include block wall construction costs):

a. Tuly Parkway – East Half (Bradley Estates to South Boundary)	\$247,287.51
b. Tuly Parkway – East Half (South Boundary to Heidi Way)	\$0.00
c. Tuly Parkway – West Half (Nick Court to Heidi Way)	\$186,741.61
d. Tuly Parkway – West Half (South Boundary to Nick Court)	<u>\$50,104.93</u>

Subtotal: \$484,134.05

(2) Reimbursement for Masonry Block Wall Improvement Costs (City Portion) –

Reimbursement for wall construction cost on the east side of Tuly Parkway adjacent to APN: 59-530-010 (215 LF x \$150/LF x 1.26)

\$40,635.00

(3) Reimbursement for Tuly Parkway Improvement Costs covered under the Impact Fee Program less Developer Obligation

Tuly Parkway (Collector Road Section) – East Half (South Boundary to Heidi Way)

(\$269,240.49 x 1.26 – (730 LF x (\$310.00) / 1.3 x 1.26(no storm drain))

\$119,906.09

(4) Reimbursement for Tuly Parkway Storm Drain Trunk Line Improvements
30 Inch Storm Drain (North West Drainage Study)
Bradley Estates to Heidi Way ($\$154,039 \times 1.26$) – ($11.94 \times \$13,949$):

\$27,538.08

TOTAL CITY CONTRIBUTION

\$672,213.22

Diana Langley
Public Works Director

Date

VALENCIA ESTATES
TSM 14-01

Exhibit B

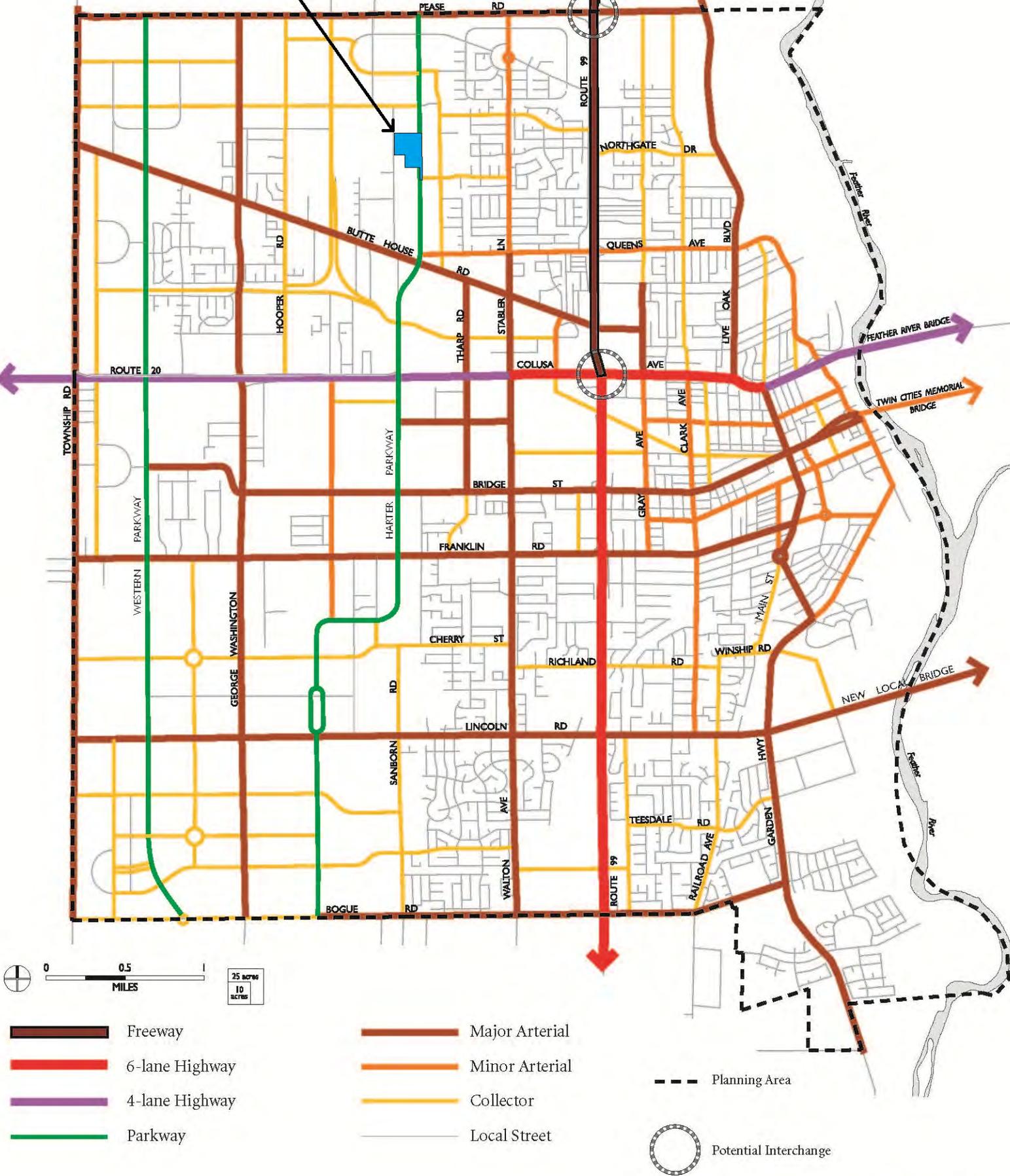
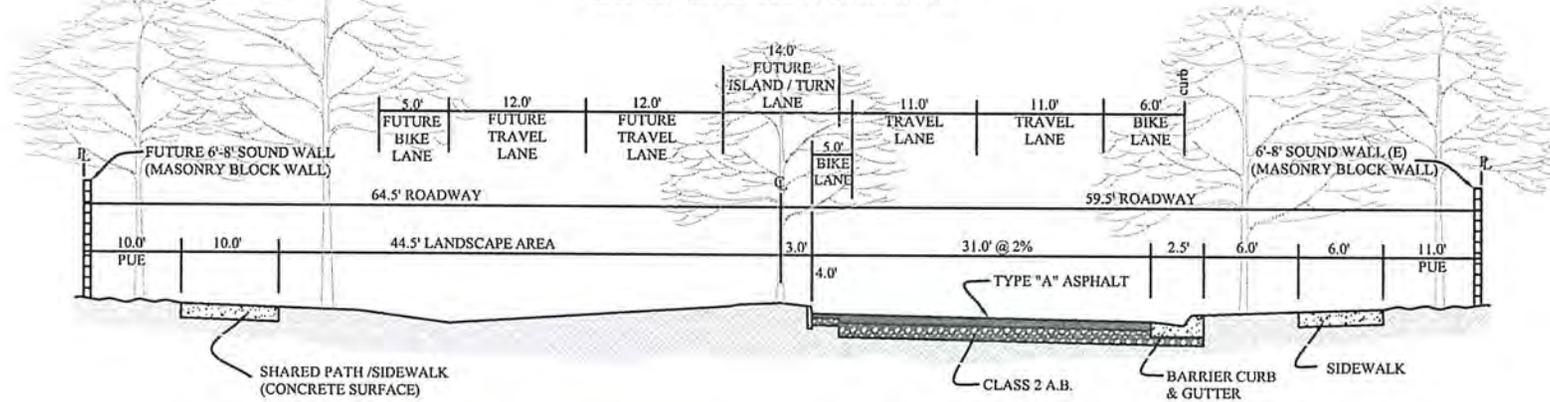


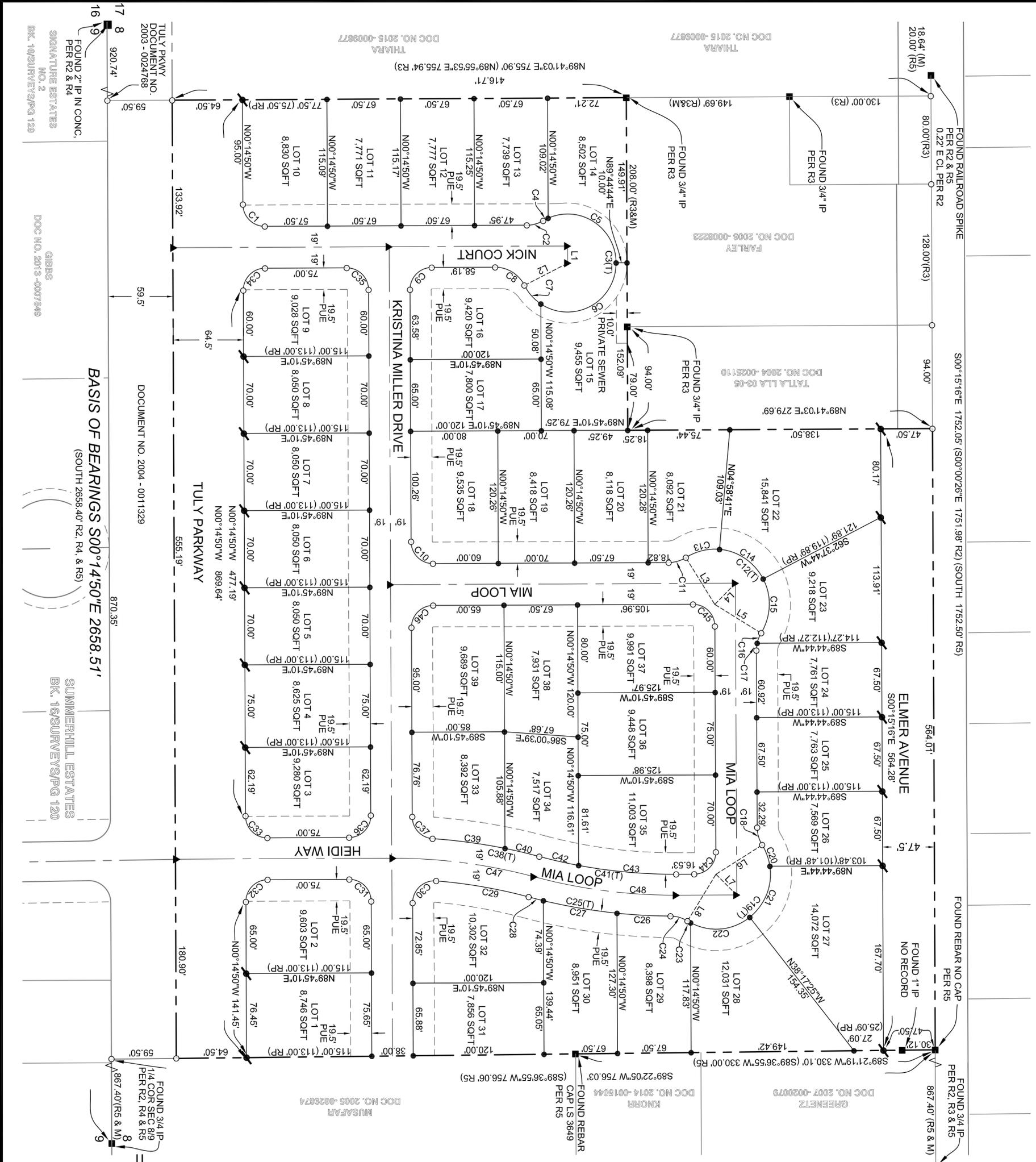
Figure 5-1
Roadway Network

VALENCIA ESTATES
TULY PARKWAY COST ALLOCATION - 124' R/W

NOT TO SCALE

LIMITS: FROM NICK COURT TO HEIDI WAY





REFERENCES

- R1 BOOK 1 OF SURVEYS PAGE 53 ELMER TRACT
- R2 BOOK 10 OF SURVEYS PAGE 4
- R3 BOOK 1 OF PARCEL MAPS PAGE 197
- R4 BOOK 12 OF SURVEYS PAGE 148
- R5 BOOK 14 OF SURVEYS PAGE 12

SUBDIVIDED AREA

11.94 ACRES GROSS
3.84 ACRES ROADS
8.10 ACRES NUMBERED LOTS

BASIS OF BEARINGS

THE BASIS OF BEARINGS OF THIS MAP IS THE EAST LINE OF SEC. 8, BETWEEN THE EAST 1/4 COR. AND THE SOUTHEAST SECTION COR. OF SECTION 8, BEARING BEING S00°14'50"E.



LEGEND

- () EMBRACES RECORD DATA
- PUE PUBLIC UTILITY EASEMENT
- M MEASURED
- S.F. SQUARE FEET
- (B.O.B.) BASIS OF BEARINGS
- FOUND MONUMENT AS SHOWN
- SET 6" REBAR W / CAP LS 5912
- CALCULATED POINT - NOTHING FOUND OR SET
- ▲ SET STANDARD CITY MONUMENT IN MONUMENT WELL STAMPED LS 5912
- ▼ SET 2" RP 5/8" REBAR W / CAP LS 5912

CURVE	LENGTH	RADIUS	DELTA
C1	31.42	20.00	90°00'00"
C2	15.72	30.00	30°01'45"
C3	212.27	44.50	273°18'25"
C4	5.08	44.50	6°32'47"
C5	88.13	44.50	113°28'32"
C6	96.13	44.50	123°46'16"
C7	22.92	44.50	29°30'50"
C8	33.13	20.00	63°17'40"
C9	31.42	20.00	90°00'00"
C10	31.42	20.00	90°00'00"
C11	16.64	30.00	31°47'18"
C12	134.01	50.00	153°34'10"
C13	50.31	50.00	37°00'48"
C14	51.40	50.00	58°54'18"
C15	10.01	30.00	19°07'14"
C16	6.63	30.00	12°40'04"
C17	16.64	30.00	31°47'18"
C18	134.06	50.00	153°37'24"
C19	20.78	50.00	23°48'51"
C20	52.31	50.00	59°56'18"
C21	57.65	50.00	66°03'55"
C22	3.32	50.00	3°48'20"
C23	16.36	30.00	31°14'15"
C24	131.67	519.00	14°32'11"
C25	68.55	519.00	5°25'58"
C26	49.21	519.00	7°34'04"
C27	13.91	519.00	1°32'09"
C28	86.25	481.00	10°16'26"
C29	33.11	20.00	94°51'10"
C30	31.42	20.00	90°00'00"
C31	31.42	20.00	90°00'00"
C32	31.42	20.00	90°00'00"
C33	31.42	20.00	90°00'00"
C34	31.42	20.00	90°00'00"
C35	31.42	20.00	90°00'00"
C36	31.42	20.00	90°00'00"
C37	29.97	20.00	85°51'03"
C38	99.44	519.00	10°58'39"
C39	67.12	519.00	7°24'37"
C40	126.99	481.00	15°07'36"
C41	37.01	481.00	4°24'30"
C42	89.98	481.00	10°43'06"
C43	31.42	20.00	90°00'26"
C44	31.42	20.00	89°59'34"
C45	31.42	20.00	90°00'00"
C46	132.01	500.00	15°07'37"
C48	132.01	500.00	15°07'37"

LINE	LENGTH	BEARING
L1	14.50	S00°14'50"E
L2	50.00	N63°01'50"E
L3	50.00	S32°02'08"E
L4	26.87	S44°44'57"W
L5	50.00	N58°27'56"W
L6	50.00	N57°57'26"E
L7	26.87	N45°15'03"W
L8	50.00	N31°34'50"E

VALENCINA ESTATES
CITY OF YUBA CITY

BEING A PORTION OF LOT 6 AND LOT 7 OF "SUBDIVISION NUMBER ONE OF THE ELMER TRACT" BOOK 1 OF SURVEYS PAGE 53 AND A PORTION OF SECTION 8, TOWNSHIP 15 NORTH, RANGE 3 EAST, M.D.M.

COUNTY OF SUTTER
CALIFORNIA
PREPARED BY: MHM INC. 1204 "E" STREET, MARYSVILLE, CA 95901
FEBRUARY 2016
SCALE: 1"=60'
SHEET 3 OF 3

TULY PKWY
DOCUMENT NO.
2003-0024768

FOUND 2" RP IN CONC.
PER R2 & R4

NO. 2
SIGNATURE ESTATES
BK. 16/SURVEYS/PG 129

GIBBS
DOC NO. 2013-0007249

DOCUMENT NO. 2004-0011329

BASIS OF BEARINGS S00°14'50"E 2658.51'
(SOUTH 2658.40' R2, R4, & R5)

SUMMERHILL ESTATES
BK. 16/SURVEYS/PG 120

THIAFA
DOC NO. 2015-0009877

THIAFA
DOC NO. 2015-0009877

FARLEY
DOC NO. 2006-0008223

THIAFA
DOC NO. 2015-0009877

TATLA LLA 03-05
DOC NO. 2004-0025110

MUSAFAR
DOC NO. 2005-0029874

KNORR
DOC NO. 2014-0015044

GREENMETZ
DOC NO. 2007-0020079

FOUND 3/4" RP
1/4 COR SEC 8/9
PER R2, R4 & R5

PROJECT NOTES

OWNER SCOTT FAMILY TRUST 950 THARP ROAD, SUITE 1402 YUBA CITY, CA 95991 CONTACT: RON SCOTT PHONE: (530) 671-4600	AREA OF TENTATIVE MAP 11.94 GROSS ACRE	FIRE PROTECTION CITY OF YUBA CITY
APPLICANT INTERWEST HOMES CORPORATION 950 THARP ROAD, SUITE 1402 YUBA CITY, CA 95991 CONTACT: RON SCOTT PHONE: (530) 671-4600	EXISTING USE VACANT	SANITARY SEWER CITY OF YUBA CITY
EXISTING GENERAL PLAN DESIGNATION LOW DENSITY RESIDENTIAL	PROPOSED GENERAL PLAN DESIGNATION LOW DENSITY RESIDENTIAL	DOMESTIC WATER CITY OF YUBA CITY
EXISTING ZONING R-1	PROPOSED ZONING R-1	STORM DRAINAGE CITY OF YUBA CITY
ENGINEER/SURVEYOR M.H.M INCORPORATED 1204 E STREET, P.O. BOX B MARYSVILLE, CA 95901 CONTACT: SEAN MINARD, P.E., P.L.S. PHONE: (530) 742-6485	LEVEE PROTECTION LEVEE DISTRICT NO. 9 OF SUTTER COUNTY	ELECTRICITY PACIFIC GAS AND ELECTRIC
ASSESSOR'S PARCEL NO. 59-530-025	SCHOOL DISTRICT YUBA CITY UNIFIED SCHOOL DISTRICT	NATURAL GAS AND ELECTRIC PACIFIC GAS AND ELECTRIC
GENERAL NOTES:	CABLE COMCAST	TELEPHONE AT&T

1. SUBDIVIDER RESERVES THE RIGHT TO PHASE DEVELOPMENT AND FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 (A) OF THE SUBDIVISION MAP ACT.
2. A 19.5 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 PERMIT.
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 BENEFITTING APN 17-066-032 SHALL BE ABANDONED IN PURSUANT TO SUBDIVISION MAP ACT SECTION 66434 (G). THE EASEMENT WAS FOR REPLACEMENT AREA ONLY AND NO SYSTEM CURRENTLY EXIST. A FOUR (4) INCH CITY SEWER STUB SHALL BE PROVIDED AT THE END OF NICK COURT. APN 17-066-032 SHALL PAY ALL REQUIRED CITY CONNECTION FEES AND OTHER REGULATIONS OF CITY OF YUBA CITY PRIOR TO USE.

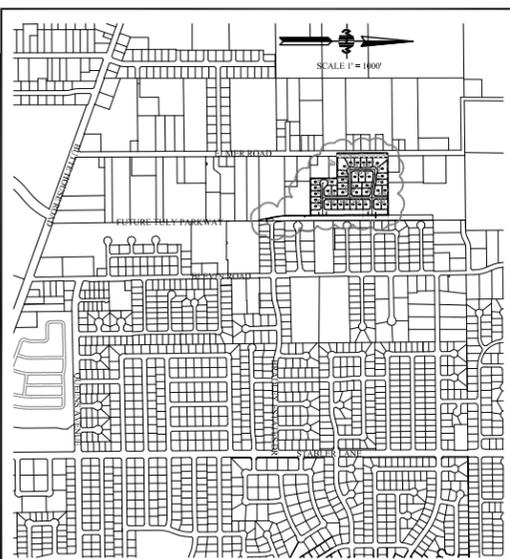
LAND USE SUMMARY

LOT SUMMARY*		
VILLAGE NO. 1 =	13 LOTS	3.83 AC 3.39 DU/AC
VILLAGE NO. 2 =	26 LOTS	6.82 AC 3.81 DU/AC
SUBTOTAL =	39 LOTS	10.65 AC 3.66 DU/AC
MAJOR ROADWAY**		1.29 AC
SUBTOTAL =		1.29 AC
(NON-RESIDENTIAL)		
TOTAL =		11.94 AC

* ALL ACREAGE AND DENSITIES EXCLUDE ARTERIAL AND COLLECTOR STREETS.

** MAJOR ROADWAY REFERS TO TULY PARKWAY

LOCATION MAP

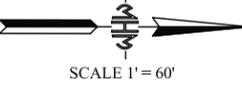
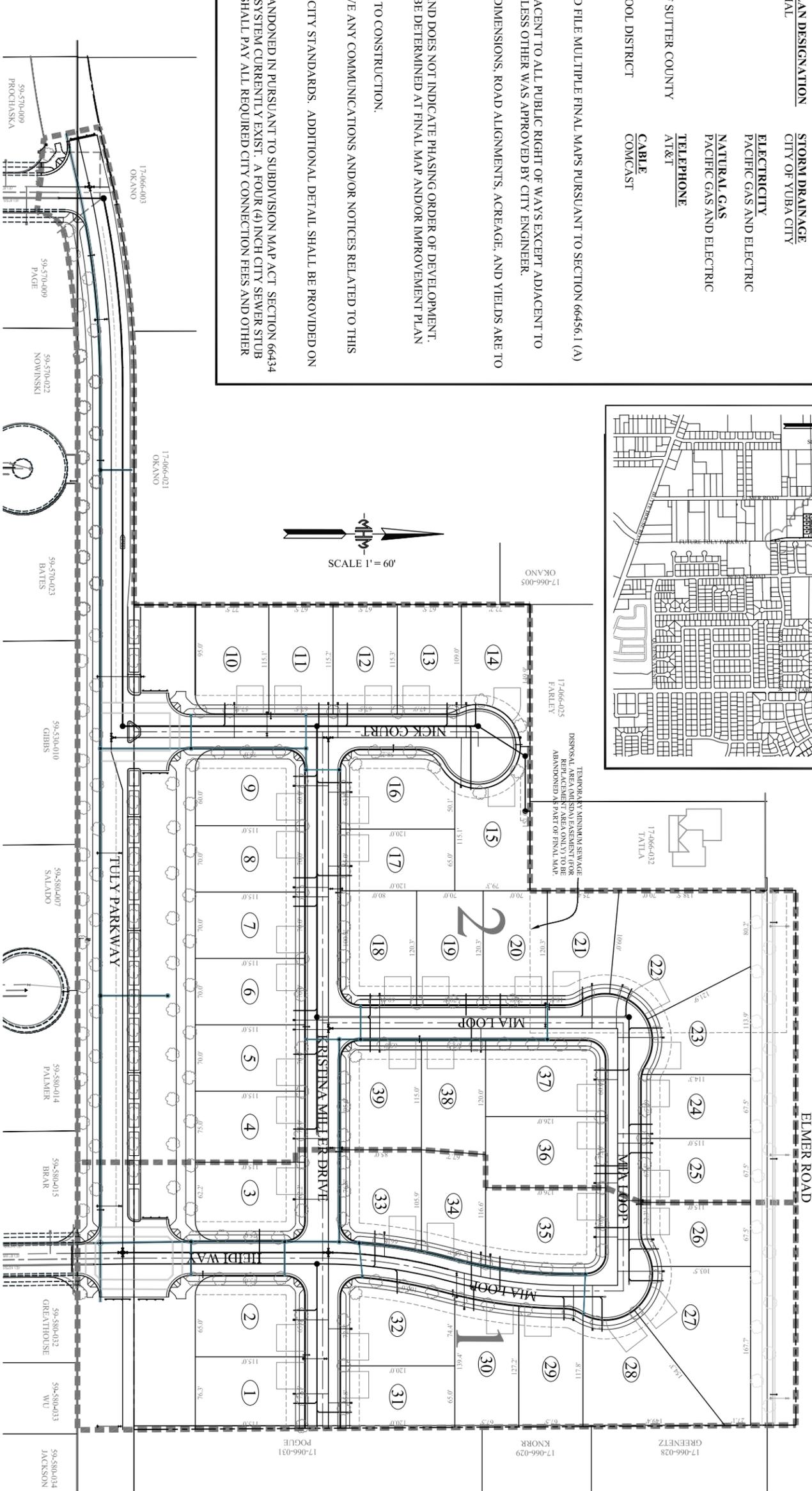


TENTATIVE SUBDIVISION MAP 14-01

VALENCIA ESTATES

CITY OF YUBA CITY, CALIFORNIA
JUNE 24, 2014
REVISED FEBRUARY 12, 2015

17-066-004	17-066-057	17-066-058	17-066-062	17-066-068	17-066-059	17-066-068	17-066-068
MINOR	COOPER	TAHER	BALLOU	TUMBLER	ASHBER	TUMBLER	TUMBLER



2 INDICATES PROPOSED PHASE

SURVEYORS STATEMENT:
I HEREBY STATE THAT ALL EASEMENTS OF RECORD ARE SHOWN AND LABELED PER PRELIMINARY TITLE REPORT BY PLACE TITLE COMPANY ORDER NUMBER 1201-31091 DATED APRIL 7, 2014



SEAN MINARD, P.E. 52593, P.L.S. 8397



M.H.M.
ENGINEERS & SURVEYORS SINCE 1892
1204 E STREET, P.O. BOX B
MARYSVILLE, CA 95901
TEL.: 530.742.6485
FAX: 530.742.5639

RESOLUTION NO. _____

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

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

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

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2016.

AYES:

NOES:

ABSENT:

John Buckland, Mayor

ATTEST:

Terrel Locke, City Clerk

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING EXECUTION OF THE VALENCIA ESTATES SUBDIVISION
AGREEMENT WITH INTERWEST HOMES CORP FOR PUBLIC
IMPROVEMENTS.**

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

That the Mayor and City Clerk be, and they are hereby authorized and directed to execute on behalf of the City of Yuba City that certain Valencia Estates Subdivision Agreement between the City of Yuba City and Interwest Homes Corp for public improvements.

The foregoing Resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 19th day of July, 2016.

AYES:

NOES:

ABSENT:

John Buckland, Mayor

ATTEST:

Terrel Locke, City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Finance Department
Presentation by: Brian Hansen, Senior Information Technology Analyst

Summary

Subject: Purchase of Planning, Building Permit and Business License software and implementation services to provide for online permit applications, plan review and business license applications and renewal.

Recommendation: A) Authorize the City Manager to approve the purchase of software licenses from Accela of San Ramon, CA, in an amount not to exceed \$30,447
B) Sign a Professional Services Agreement with The Sidwell Company of St. Charles, IL, for Implementation Services in an amount not to exceed \$45,444 for a total project cost not to exceed \$75,891 with the finding that it is in the best interest of the City

Fiscal Impact: \$75,891. Appropriations are available in the current budget

Purpose:

To provide software licenses and implementation of Land Management and Business Licensing within the Accela Civic Platform.

Background:

Presenting a high quality, professional user experience to our citizens for online services has been a priority for the City Council as well as City staff. Two areas identified by both the City Council and staff in need of improvement are for an online permitting process with electronic plan submittal and online application and renewal of business licenses. While these started as two separate projects, there is enough overlap operationally as well as from an end user perspective that combining these efforts brings greater value and efficiency to customers and City staff.

Per the City's Purchasing Policy Section 8-6.7.2, the City Manager is authorized to sign professional services contracts totaling \$50,000 or less. Professional Service contracts over \$50,000 require City Council approval. While each contract is less than \$50,000, the total project cost is \$75,891 and therefore City Council approval is requested.

Analysis:

Staff evaluated products from six different vendors taking into account feature availability, back end user experience, customer user experience, and cost. Staff determined that a product with tight integration between modules (permitting and business licenses) and integration into existing GIS provided the greatest value and user experience for both customers and City staff.

Of the vendors who provided these features, Accela's Civic Platform provided the best user experience while also being the most cost effective. Accela has a large user community in our region and is active in Open Source/Code for America projects.

Fiscal Impact:

Additional appropriations are not being requested nor are they necessary. Sufficient budget funds are currently available. Costs will be distributed through the Finance Professional Services Account 1510-62701(\$23,272), Finance O&M Computer Systems Account 1510-63320 (\$10,149), Development Services - Planning Professional Services Account 1910-62701 (\$21,235) and Development Services – Building Professional Services Account 1920-62701 (\$21,235) for a total project cost of \$75,891.

Recommendation:

Authorize the City Manager to sign the Professional Services Agreement between the City of Yuba City and The Sidwell Company of St. Charles, IL, for Implementation Services in an amount not to exceed \$45,444 and approve the purchase of software licenses from Accela of San Ramon, CA, in an amount not to exceed \$30,447 for a total project cost not to exceed \$75,891 with the finding that it is in the best interest of the City.

Alternative:

1. Advise staff to re-evaluate vendors and return with more options for Council consideration.
2. Continue to use existing software without online access for citizens and businesses for permit applications and online plan review or online business license application and renewals.

Prepared by:

/s/ Brian Hansen

Brian Hansen
Senior Information Technology Analyst

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Finance

RB

City Attorney

TH by email

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Finance Department
Presentation by: Spencer Morrison, Accounting Manager

Summary

Subject: Business License Amnesty Period
Recommendation: Approve an amnesty period for new business licenses opened prior to conducting a business license audit in September 2016
Fiscal Impact: Increased business license tax revenues

Purpose:

To provide an amnesty period on new business licenses opened prior to the start of a business license audit.

Background:

The Finance Department processes all new business licenses and annual renewals for the City. To ensure all businesses are fairly assessed for business license tax, an audit of all active businesses conducting business in Yuba City should occur periodically. In fairness to the unlicensed businesses that may not have known a license is required, Finance staff is requesting Council authorization to grant an amnesty period prior to the start of the audit.

Analysis:

Prior to the start of the business license audit in September 2016, public outreach will take place to notify the business community of the upcoming audit. Outreach will occur through social media outlets, as well as direct communication with groups such as the Chamber of Commerce. Advertisement in the Appeal Democrat will also be done to reach as many business owners as possible.

Business owners will have an amnesty period of 60 days to apply for a business license free of penalties. Businesses will be charged for the current license year only. During the proposed amnesty period, businesses will not be subject to the delinquent penalties for the prior years, which is up to 100% for each year. For example, a flat rate contractor license would pay \$36 for the license, plus a late penalty of \$36 for each year. Without any amnesty on the penalties this could add up to a total cost of \$216. Finance staff recommends granting amnesty on the penalty portion of the charges during the 60 day amnesty period with business owners only paying the license fee portion.

The amnesty period is recommended so that businesses become aware of the requirement to have a license if they are conducting business within Yuba City. They would pay the current year of the license fee, and avoid the added financial expense of the penalties. It is hoped that this amnesty

period will be incentive for businesses coming in on their own to obtain a license prior to the beginning of the audit.

Once the audit is conducted, and the consultant notifies the City that a license is obtained, the business owner would be assessed the penalties along with the license tax owing.

Fiscal Impact:

The number of businesses that respond to the outreach will determine the revenue to be collected, and in turn, the total amount revenue that will not be received do to the amnesty on delinquent penalties. However, through the audit process our consultant has advised that they typically see an increase in business license revenues equal to about 10%, which equates to approximately \$84,000. If businesses come forward during the amnesty period, the City receives all of the revenues and it ultimately saves the business owner by not paying the penalties. The City's goal isn't to increase revenues by charging business owners penalties, but instead to ensure that our business license tax is applied fairly and equitably to all businesses conducting transactions within Yuba City.

Alternatives:

Council may direct staff to:

- 1) Move forward with an audit without an amnesty period, collecting the full delinquency penalties all new business licenses; or
- 2) Change the duration of the amnesty period.

Recommendation:

Authorize the Finance Department to proceed with an amnesty period for new business licenses if opened prior to the audit being conducted in September 2016.

Prepared by:

/s/ Katrina Woods
Katrina Woods, Customer Service Manager

Submitted by:

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

Reviewed by:

Finance

RB

City Attorney

TH via email

CITY OF YUBA CITY
STAFF REPORT

Date: July 19, 2016
To: Honorable Mayor & Members of the City Council
From: Finance Department
Presentation By: Spencer Morrison, Accounting Manager

Summary

Subject: Fiscal Year 2016-2017 Citywide sole source and professional services purchases

Recommendation: Approve Citywide sole source and professional services purchases from July 1, 2016 through June 30, 2017, based on each purchase recommendation being in the best interest of the City

Fiscal Impact: \$2,367,000 approximate total of all requests

Purpose:

Approve known future and recurring sole source and professional services purchases in the 2016-2017 fiscal year.

Background:

Similar to previous years, this approach streamlines purchases during the year and allows City Council to have a broader knowledge of the upcoming sole source and professional services purchases.

Formal bid purchases will continue to go through the formal bid process outlined in the City's Purchasing Policies and Procedures; along with any additional sole source and professional services purchases that are not on this report.

Analysis:**Finance Purchases:****WILLDAN FINANCIAL SERVICES** of Temecula, CA

Professional services agreement in the estimated amount of **\$55,000** for assessment district administration, continuing disclosure and arbitrage rebate reporting.

INDEPENDENT STATIONERS of Indianapolis, IN

Piggyback on The Cooperative Purchasing Network (TCPN) contract with Independent Stationers for office supplies in the estimated amount of **\$100,000**. TCPN competitively bid the contract for office supplies.

INFOSEND of Anaheim, CA

Professional services agreement in the estimated amount of **\$112,000** for payment processing and statement printing and mailing for the City's utility bills.

HdL of Diamond Bar, CA

Professional services agreement in the estimated amount of **\$73,000** for business license audit and discovery (\$34k) and sales tax audit (\$25k) and property tax audit (\$14k).

MOSS, LEVY & HARTZHEIM of Culver City, CA

Professional services agreement in the estimate amount of **\$60,000** for Professional Auditing Services.

SPILLMAN TECHNOLOGIES of Logan, UT

Sole source in the estimated amount of **\$78,000** for the annual maintenance agreement of the City's Police CAD/RMS System. This system is a collection of software modules that integrate to form a single system. Spillman is the developer and sole distributor of their software.

SUNGARD PENTAMATION of Bethlehem, PA

Sole source in the estimated amount of **\$99,000** for the City's financial system annual maintenance agreement. This system is a collection of software modules that integrate to form a single system. Pentamation is the developer and sole distributor of their software.

DELL COMPUTER SYSTEMS of Round Rock, TX

Sole source computer purchases in the amount of **\$165,000** for fiscal year 2016-17 at prices not to exceed the California Multiple Award Schedule (CMAS) contract price for Dell Computer Systems.

QUEST of Sacramento, CA

Sole source in the estimated amount of **\$60,000** for the City's Cisco and VMware annual maintenance agreement. Cisco maintenance provides for support on all Cisco networking equipment as well as software updates. Cisco switches, routers and Wi-Fi are part of the essential network infrastructure that the City's computer systems run on. VMware maintenance provides for both support and software updates for the City's virtual infrastructure. VMware is essential to the ongoing computer operations within the City. The maintenance costs for both Cisco and VMware are set by the manufacture and vary insignificantly from reseller to reseller. The City has a long standing relationship with Quest and they are the closest geographically to the City that offers these products.

SOFTWARE ONE of Waukesha, WI

Sole source in the estimated amount of **\$60,000** for the City's Microsoft Enterprise Agreement annual maintenance. This agreement provides software for desktops, servers and applications including Office, Email and Databases. Software One is the designated reseller in our State by Microsoft and is the only authorized reseller for all organizations in the State of California.

Human Resources:

PATRICK CLARK CONSULTING of Sacramento, CA

Professional services agreement in the amount of **\$75,000** for assistance in the areas of contract negotiations and labor relations.

Public Works Purchases:

CALTEST of Napa, CA

Professional services agreement in the estimated amount of **\$180,000** for contracted laboratory services.

PACIFIC ECORISK of Fairfield, CA

Professional services agreement in the estimated amount of **\$80,000** for contracted laboratory services.

DU-ALL SAFETY of Fremont, CA

Sole source in the amount of **\$75,000** for the continued development and implementation of safety programs, employee training and compliance services.

NATIONAL METER & AUTOMATION of Santa Rosa, CA

Sole source in the estimated amount of **\$700,000** for the continued provisions of the water meter reading system such as software support, water meter equipment and repair parts. National Meter is a subsidiary of Badger Meter, Inc.

TESCO of Sacramento, CA

Sole source in the amount of **\$75,000** for the continued instrumentation support for both the Water Treatment Facility and the Wastewater Treatment Facility.

Fletcher's Plumbing, Yuba City, CA

Sole source in the estimate amount of **\$50,000** for scheduled and emergency maintenance. Fletcher's Plumbing is used for routine pumping of small sewer systems in the Stonegate area and emergency repairs at the Water and Wastewater Plants.

Community Services Purchases:

LANDSCAPES BY STENTZEL of Live Oak, CA

Professional services agreement in the estimated amount of **\$85,000** for special projects in the Feather River Parkway and Landscape Maintenance Districts.

APPLIED LANDSCAPE MATERIALS of Rocklin, CA

Professional services agreement in the estimated amount of **\$50,000** for additional mulch application at various City facilities, parks and/or landscape maintenance districts.

RICHARDS TREE SERVICE of Yuba City, CA

Sole source contract in the amount of **\$75,000** for tree trimming and tree removal services for projects and as needed emergency services that are beyond the capability of City staff and equipment.

Alternatives:

Direct staff to formally bid the above sole source purchases and solicit proposals for the professional services agreements.

Recommendation:

Approve Citywide sole source and professional services purchases from July 1, 2016 through June 30, 2017, based on each purchase recommendation being in the best interest of the City.

Prepared By:

/s/ Vicky Anderson

Vicky Anderson
Administrative Analyst I

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance

City Attorney

/RB/

/TH/ via email

CITY OF YUBA CITY
BUSINESS FROM THE CITY COUNCIL

Date: July 19, 2016
To: Honorable Members of the City Council
From: City Council Screening Committee
Report By: John Buckland, Mayor

Summary

Subject: Appointments to City of Yuba City Boards and Commissions
Recommendation: Approve the City Council Screening Committee Recommendations for Appointments
Fiscal Impact: None.

Purpose:

To fill vacancies on the Yuba City Boards and Commissions.

Background:

On June 6 and July 13, 2016, the City Council Screening Committee, consisting of Mayor Buckland and Vice Mayor Cleveland, held interviews for scheduled vacancies on the City's Youth Commission and an unscheduled vacancy on the Planning Commission.

The names of the recommended Commissioners to be appointed will be provided to Council prior to the Council meeting.

Name	Commission	Term
	Planning	07/20/16 – 12/31/18
	Youth	07/20/16 – 06/30/18

Recommendation:

Approve the City Council Screening Committee Recommendations for Appointments.

CITY OF YUBA CITY
BUSINESS FROM THE CITY COUNCIL

Date: July 19, 2016
To: Honorable Members of the City Council
Report By: John Buckland, Mayor

Summary

Subject: Cancellation of October 4, 2016 City Council Meeting

Recommendation: Cancel the October 4, 2016 as members of City Council and staff will be attending the League of California Cities Annual Conference from October 4, 2016 to October 7, 2016

Fiscal Impact: None.

Purpose:

Manage the meeting schedule of the City Council and provide notice of changes in regularly scheduled meetings.

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. Regular meetings are set by the Municipal Code, however if needed, meetings can be canceled by the Council with sufficient notice.

Discussion

The League of California Cities is holding their annual conference in Long Beach, California beginning on October 5, 2016. In order to arrive in Long Beach in time for the conference, Council needs to travel on October 4th. A quorum of councilmembers will not be in attendance to hold the meeting.

Alternatives:

Special meetings or workshops may be called at any time by the Mayor or by a majority of the members of the Council.

Recommendation:

Cancel the October 4th, 2016 meeting.

Prepared By:

/s/ Terrel Locke

Terrel Locke
City Clerk

Discussion of a Support Letter
Mayor and City Council
of Dallas, Texas



CITY OF YUBA CITY

City Council Reports

- Councilmember Didbal
- Councilmember Dukes
- Councilmember Gill
- Vice Mayor Cleveland
- Mayor Buckland

Adjournment