



AGENDA

NOVEMBER 1, 2016
REGULAR MEETING
CITY COUNCIL
CITY OF YUBA CITY

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

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
NOVEMBER 1, 2016
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.

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. 2016 Paralympic Track and Field Bronze Medal Winner Kym Crosby**
- 2. Sikh Awareness and Appreciation Month**
- 3. Nancy Aaberg, Superintendent for the Yuba City Unified School District**
- 4. Presentation by Girl Scout Troop 1245**
- 5. Chamber of Commerce Report on Tourism – Swan Festival**
- 6. Planning, Building Permit and Business License software Presentation**

Bid Opening

- 7. Purchase of Seven Police Vehicles**

Recommendation: Award the purchase of seven (7) police vehicles to Geweke Ford, Yuba City, CA, in the amount of \$207,964.10 by finding that it is in the best interest of the City to do so

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.

8. 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

9. 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.

10. Minutes of October 11 and October 18, 2016

Recommendation: Approve the City Council Meeting Minutes of October 11 and October 18, 2016

11. Transportation Development Act (TDA) Claim for FY 2016-2017 of \$1,744,089

Recommendation: Adopt a resolution authorizing submission of the City's FY 2016-2017 TDA claim to the Sacramento Area Council of Governments (SACOG)

12. Caltrans Right-of-Way Certifications (Authority to Sign)

Recommendation: Authorize the Public Works Director to execute Right-of-Way Certifications necessary on federally funded transportation projects that are subject to oversight by Caltrans

13. Agreement Granting Sutter Butte Flood Control Agency a Right to Enter and Construct Improvements on City Owned Property [APN: 51-580-022 and Live Oak Boulevard]

Recommendation: Authorize the City Manager to execute the Right-to-Enter Agreement on behalf of the City

14. 5th Street Bridge Replacement Project – Right-of-Way Acquisition (Union Pacific Railroad Company Property in Yuba City)

Recommendation: Authorize the City Manager to execute the Letter of Understanding between the City and Union Pacific Railroad Company for the purchase of the following properties: APN 52-480-003, 52-490-002, 52-490-003, 52-490-004

15. 5th Street Bridge Replacement Project (CEQA Addendum)

- Recommendation:
- A. Adopt the finding that following review and consideration of the CEQA Addendum, as contained in Exhibit A, there are no new or increased impacts to the environment beyond that which was considered in the August 2014 Mitigated Negative Declaration and Finding of No Significant Impact
 - B. Adopt the CEQA Addendum as contained in Exhibit A

General Items

16. Annual Report from the Downtown Yuba City Business Improvement District and Proposed Levy of Annual Assessment for 2017

- Recommendation: Approve the Annual Report as filed, adopt a Resolution of Intention to Levy and Collect 2017 Annual Assessments, and set a public hearing for December 20, 2016

17. Professional Service Agreement with MBK Engineers for a 100-Year Base Flood Elevation Map for the Sutter Basin in the Vicinity of Yuba City

- Recommendation:
- A. Award a professional services agreement to MBK Engineers of Sacramento, CA for the preparation of a 100-Year Base Flood Elevation Map in the amount of \$70,000 plus \$10,000 contingency with the finding that it is in the best interest of the City
 - B. Authorize the Finance Director to make a supplemental appropriation in the amount of \$80,000 from the Levee Impact Fee Account to Account No. 931204-65517 (Urban Level of Flood Protection)

18. Professional Services Agreement with RMC Water and Environment for Wastewater Treatment Facility Improvements

- Recommendation:
- A. Award a Professional Services Agreement to RMC Water and Environment of Walnut Creek, CA in the amount of \$1,050,000 to prepare the design documents for the Wastewater Treatment Facility improvements, with the finding that it is in the best interest of the City
 - B. Authorize the City Manager to execute the Professional Services Agreement on behalf of the City
 - C. Authorize Finance Director to make budget transfer from unallocated Wastewater CIP Reserve (Fund 528) in the amount of \$200,000 to the Wastewater CIP Account No. 981175-65502 (Electrical & Instrumentation System Evaluation & Improvements Project)

19. Presentation of Investment Report – Quarter Ended September 30, 2016

- Recommendation: Note & File Quarterly Investment Report

Business from the City Council

20. 2017 City Council Meeting Calendar

Recommendation: Cancel the January 3rd, July 4th, May 2nd, and August 1st, 2017 Regular Council Meetings and provide for Special Workshops to be scheduled. Special Workshops, if needed, will be reserved for the second Tuesday of every month beginning at 5:00 p.m. in the Council Chambers

21. City Council Reports

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

Adjourn to Closed Session

Closed Session—Butte Room

Public Comment:

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session. Contact the City Clerk in advance of the closed session either in person at City Hall, by phone, 822-4817, or email, tlocke@yubacity.net, to allow for time for testimony.

- A. Confer with real property negotiators Steve Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding negotiations regarding possible purchase of the following properties or portions thereof: Yuba County APN 010-156-005, 010-156-006, GISI (75%) / Pharis (25%)
- B. Confer with legal counsel regarding existing litigation pursuant to Government Code Section 54956.9(a), Wolfe, et al. v. City of Yuba City, USDC Eastern District Case No. 2:16-cv-01557MCE-AC

Adjournment



Proclamation

of the City Council

Kym Fields

2016 Paralympic
Bronze Medal Winner
Track and Field





Proclamation

of the City Council

SIKH AWARENESS AND APPRECIATION MONTH NOVEMBER 2016

WHEREAS Sikhs have been living in the United States for more than 100 years; and

WHEREAS Sikhism is the fifth largest religion in the world and today, there are more than 23 million Sikhs worldwide and an estimated 250,000 Americans of Sikh origin, comprising nearly 40 percent of the nation's estimated Sikh population, residing in California alone; and,

WHEREAS Sikh Americans pursue diverse professions and walks of life, making rich contributions to the social, cultural, and economic vibrancy of the United States, and have distinguished themselves by fostering greater respect among all people through faith and service; and,

WHEREAS the City of Yuba City has a significant population of Sikhs and is committed to respecting the heritage and religions of our diverse community; and

WHEREAS the City of Yuba City is committed to educating about the world's religions, the value of religious diversity, tolerance grounded in First Amendment principles, a culture of mutual understanding, and the diminution of violence.

WHEREAS today, the City of Yuba City seeks to further the diversity of its community and afford all residents the opportunity to better understand, recognize, and appreciate the rich history and shared experiences of Sikh Americans.

NOW, THEREFORE, BE IT RESOLVED, that I, John Buckland, Mayor of the City of Yuba City and on behalf of the entire City Council, do hereby proclaim the month of November 2016 to be SIKH AWARENESS AND APPRECIATION MONTH.

Done this 1st day of November 2016, at the City of Yuba City, County of Sutter, State of California.



Proclamation

of the City Council

Nancy Aaberg

Superintendent

Yuba City Unified School District





Girl Scout Troop 1245 Presentation



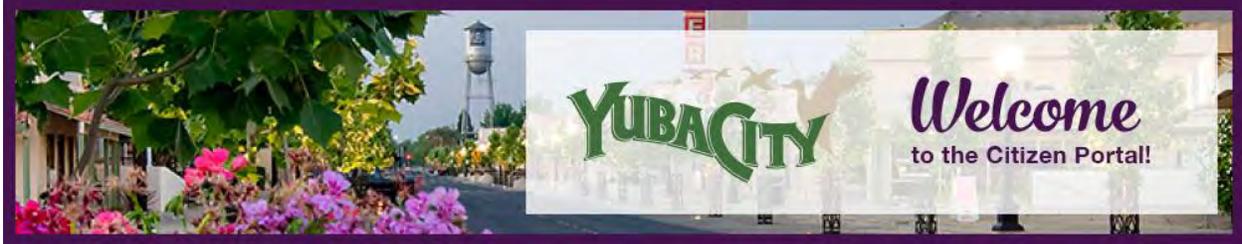
Presentation

Yuba Sutter Tourism Efforts

Presentation By

Briana Struckmeyer

Director of Visitor Services



Presentation of the New Yuba City Citizen Portal

Some of the features highlighted will be applying for a permit, submitting electronic plans, and checking the status of a permit

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016
To: Honorable Mayor & Members of the City Council
From: Finance Department
Presentation By: Spencer Morrison, Accounting Manager

Summary

Subject: Purchase of seven (7) Police Vehicles
Recommendation: Award the purchase of seven (7) police vehicles to Geweke Ford, Yuba City, CA, in the amount of \$207,964.10 by finding that it is in the best interest of the City to do so.
Fiscal Impact: \$207,964.10 Vehicle Replacement Fund Account 6610-69405

Purpose:

Purchase of replacement police patrol vehicles.

Background:

Each year Fleet Maintenance staff reviews the City's vehicles to determine which are recommended for replacement. This is done by reviewing the age of the vehicle, amount of miles on the vehicle and the projected cost of maintenance to keep the vehicle in service. For the 2016/2017 fiscal year, staff is recommending the replacement of seven (7) vehicles from the City's Police Department, five (5) vehicles are utility interceptors and two (2) vehicles are Detective sedans.

Six vehicles being replaced will be sold at auction with one vehicle remaining a Fleet "pool" vehicle.

Analysis:

The City purchased police utility interceptor vehicles in November 2015 after a formal bid was completed with Geweke Ford being awarded the bid. Staff is recommending that this purchase be made from Geweke Ford citing Section 8-8.3 of the Purchasing Policies which states, "Bidding may be dispensed with when it is in the best interest of the City to negotiate an extension of an existing contract for supplies or technical services, based upon satisfactory performance, such negotiated price must be fair and reasonable. This shall also apply to products and services purchased through prior recent bidding."

With the recommendation to award the police utility interceptor vehicles to Geweke Ford, staff believes it is in the best interest of the City to also purchase the two (2) Detective sedans from the same dealership. Staff made sure the City is receiving the best price by obtaining quotes from Downtown Ford, Folsom Lake Ford and Geweke Ford; ultimately, Geweke Ford has the lowest price.

Vendor

Geweke Ford
Yuba City, CA

Total Price

\$207,964.10

Breakdown of price:

Police Interceptors	\$31,753.50
Police Interceptors-Admin	\$28,341.45
Sedans	\$28,010.35

Fiscal Impact:

Funding for seven (7) vehicles was appropriated in the FY2016/2017 budget Capital Acquisitions and is available in the Vehicle Replacement Fund account 6610-69405.

Alternatives:

- 1) Request bid process
- 2) Do not purchase

Recommendation:

Award the purchase of seven (7) police vehicles to Geweke Ford, Yuba City, CA, in the amount of \$207,964.10 by finding that it is in the best interest of the City to do so.

Prepared By:

[/s/Vicky Anderson](#)

Vicky Anderson
Administrative Analyst I

Submitted By:

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

Steven C. Kroeger
City Manager

Reviewed By:

Finance

Police

City Attorney

SM

RL via email

TH via email

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, Chief Deputy 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 Clerk. When a matter is announced, wait to be recognized by the Mayor. Comment should begin by providing your name and place of residence. A three-minute limit is requested when addressing Council.

- For Items on the Agenda

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

- Items not listed on the Agenda

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

**MINUTES (DRAFT)
SPECIAL CLOSED SESSION
CITY COUNCIL
CITY OF YUBA CITY
BUTTE ROOM
OCTOBER 11, 2016
6:00 P.M. – CLOSED SESSION**

Closed Session— Council Chambers

The City of Yuba City City Council meeting was called to order by Mayor Buckland at 6:00 p.m.

Roll Call

Present: Councilmembers Cleveland, Didbal, Dukes, Gill and Mayor Buckland

Absent: None

Public Comment: Written Requests

The following person spoke:

Bob Renton, Live Oak CA, re: City Manager's Performance Evaluation

Mayor Buckland adjourned the Council to the Butte Room at 6:07 p.m. to continue with the Closed Session.

- A. Conferred with real property negotiators Steve Kroeger and Darin Gale pursuant to Government Code Section 54956.8 regarding possible sale of the property located at the southeast corner of Bridge and Shasta Streets to be used for the future development of a mixed use project (APN 52-324-023)
- B. Annual performance evaluation of City Manager pursuant to Government Code § 54957.

Adjournment

**MINUTES (DRAFT)
REGULAR MEETING OF THE CITY COUNCIL
AND THE SUCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY
CITY OF YUBA CITY
COUNCIL CHAMBERS
OCTOBER 18, 2016
6:00 P.M. – REGULAR MEETING**

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

Councilmember Gill led the Pledge of Allegiance.

Presentations & Proclamations

1. Sikh Awareness and Appreciation Month

This item was postponed to the November 1, 2016 Council Meeting.

Public Hearing

2. Energy Service Contract with OpTerra Energy Services for Energy Related Improvements to City Facilities

Mayor Buckland opened the public hearing, the following person spoke:

Chuck Miller, North Yuba City

Hearing no further comment, Mayor Buckland closed the public hearing.

Councilmember Gill moved to: A) adopt **Resolution No. 16-068** authorizing the City Manager to execute an Energy Service Contract with OpTerra Energy Services for energy related improvements to City facilities, following approval by the City Attorney; and B) adopt **Resolution No. 16-069** declaring the intent to be reimbursed for certain capital expenditures from the proceeds of indebtedness. Councilmember Cleveland seconded the motion that passed with a unanimous vote

Bid Opening

3. Franklin Road Improvements Project (Award) – Total Cost \$503,570

Councilmember Dukes moved to: A) award Contract No. 15-08 Franklin Road Improvements, to North Star Construction and Engineering, Inc. of Yuba City, CA in the amount of their bid of \$419,570; B) authorize the City Manager to execute the contract

on behalf of the City, following approval by the City Attorney; and C) Authorize a budget transfer from Capital Improvement Project (CIP) Account No. 1027 (Traffic Signal) to CIP Account No. 1199 (Franklin Road Pedestrian Improvements) in the amount of \$154,000. Councilmember Gill seconded the motion that passed with a unanimous vote.

4. Custodial Services Contract (FB16-10)

Councilmember Gill moved to: A) Award a contract to Ultimate Building Maintenance (UBM) of Yuba City, CA, in the amount of \$77,100 for one (1) year of custodial services with the option of three (3) one (1) year extensions; and B) Authorize the City Manager to approve the contract extensions. Councilmember Dukes seconded the motion that passed with a unanimous vote.

5. Purchase of one (1) Ford F350 with custom truck body (RFQ17-01)

Councilmember Gill moved to: A) Award the purchase of one (1) Ford F350 with custom truck body to Geweke Ford of Yuba City, CA, in the amount of \$37,048.15 by finding that it is in the best interest of the City to do so; and B) Authorize a supplemental appropriation for \$37,048.15 to account 6610-69410 for the purchase.

Public Communication

6. Written Requests

One request was received and will be heard under Item 12.

7. Appearance of Interested Citizens – None

Consent Calendar

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

8. Minutes of September 20, 2016

Approved the City Council Meeting Minutes of September 20, 2016.

9. Delinquent Assessment District Installments - Judicial Foreclosure Proceedings

Adopted **Resolution No. 16-070** ordering the commencement of judicial foreclosure proceedings and direct the removal of \$4,610 delinquent assessment and reassessment installments from the county tax roll.

10. Garden Highway Reimbursement Agreement (Heer Property, APN 53-500-005)

Adopted **Resolution No. 16-071** approving the execution of a Reimbursement Agreement with the property owners of Assessor Parcel Number 53-500-005 for the installation of road frontage improvements along Garden Highway.

General Items

11. Memorandum of Understanding with the Mehmet Noyan Company for the property located at Bridge and Shasta Streets (“Feather River Mill” site)

Councilmember Dukes moved to authorize the City Manager to approve and sign on behalf of the City, an amendment to the Memorandum Of Understanding Agreement

("Agreement") to negotiate exclusively with Mr. Mehmet Noyan of the Mehmet Noyan Company with regard to the property located at the southeast corner of Bridge and Shasta Streets to be used for the future development of a mixed use project (APN 52-324-023 & 52-502-008). Councilmember Didbal seconded the motion that passed with a unanimous vote.

Board Member Dukes moved to authorize the Executive Director to approve and sign on behalf of the Successor Agency an amendment to the Memorandum Of Understanding Agreement ("Agreement") to negotiate exclusively with Mr. Mehmet Noyan of the Mehmet Noyan Company with regard to the property located at the southeast corner of Bridge and Shasta Streets to be used for the future development of a mixed use project (APN 52-324-023 & 52-502-008). Board Member Didbal seconded the motion that passed with a unanimous vote.

Business from the City Council

12. City Manager Employment Agreement

The following persons spoke:

Bob Renton, Live Oak CA
Rick Dais, Live Oak CA

Councilmember Gill moved to adopt **Resolution No. 16-072** authorizing the Mayor to sign the City Manager Employment Agreement between the City of Yuba City and Steven C. Kroeger from October 18, 2016 through December 31, 2019. Councilmember Didbal seconded the motion that passed with a unanimous vote.

13. Cancellation of November 15, 2016 City Council Meeting

Councilmember Cleveland moved to cancel the November 15, 2016 to allow for City Council Business to be conducted by incoming Councilmembers after the November 8th Municipal Election is certified. Councilmember Gill seconded the motion that passed with a unanimous vote.

14. City Council Reports

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

Adjournment

Mayor Buckland adjourned the Regular Meeting of the City Council of the City of Yuba City at 7:29 p.m.

John Buckland, Mayor

Attest:

Terrel Locke, Chief Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016
To: Honorable Mayor & Members of the City Council
From: Finance Department
Presentation By: Spencer Morrison, Accounting Manager

Summary

Subject: Transportation Development Act (TDA) Claim for FY 2016-2017 of \$1,744,089

Recommendation: Adopt a resolution authorizing submission of the City’s FY 2016-2017 TDA claim to the Sacramento Area Council of Governments (SACOG)

Fiscal Impact: \$1,647,686 in revenue will be received by the City for TDA Fund projects on Yuba City Streets as approved in the FY 2016-2017 CIP Budget

Purpose:

To secure funding to be used for road repair and maintenance.

Background:

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

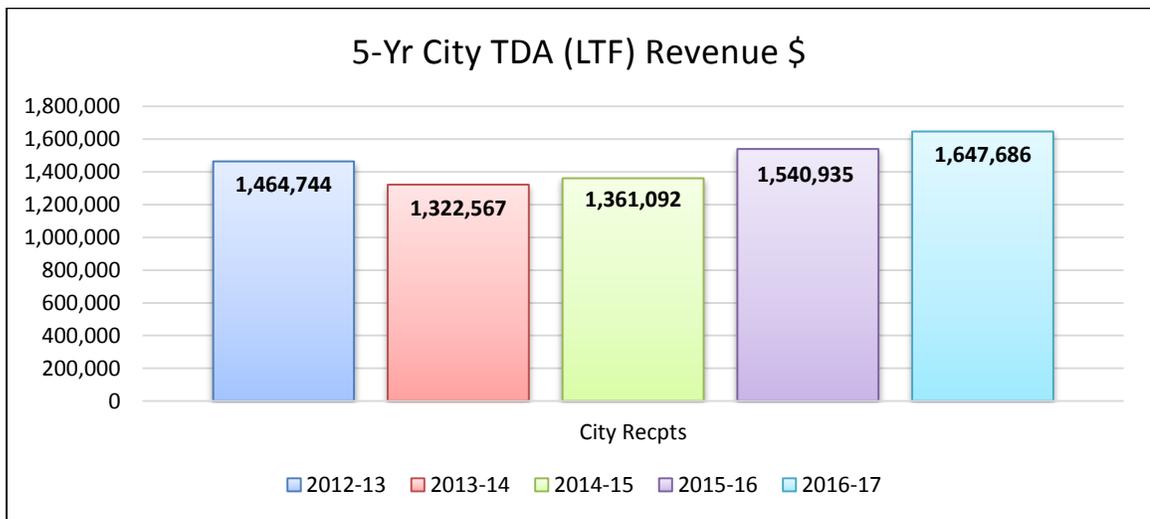
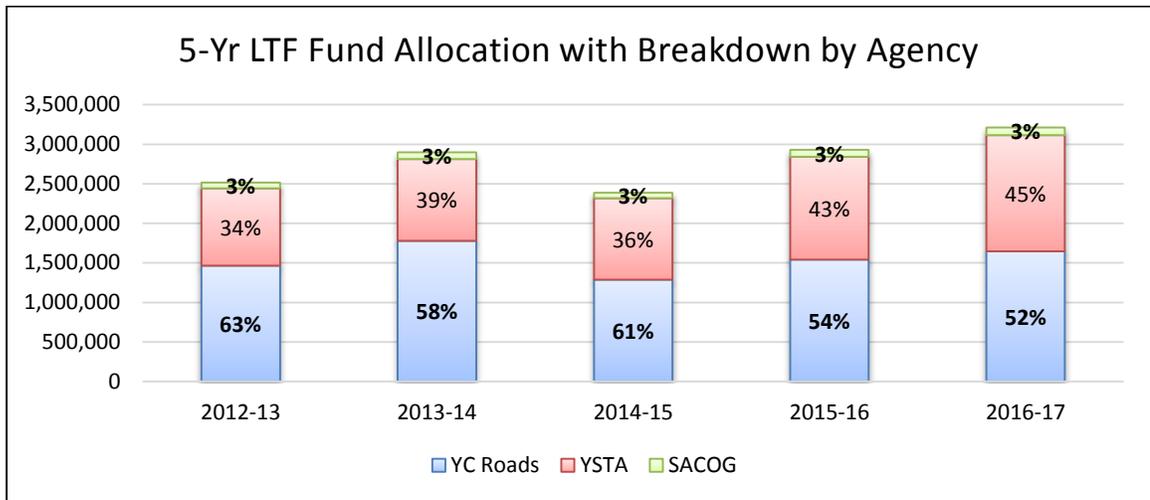
1. Yuba City Streets & Roads Fund	\$1,647,686
2. Sacramento Area Council of Governments (SACOG)	96,403
3. Yuba-Sutter Transit Authority (YSTA)	<u>1,469,330</u>
Total	<u>\$3,213,419</u>

Analysis:

The Sales Tax rate in Sutter County is currently 7.50%. A total of 0.25% of the 7.50% rate is collected by the State and allocated back to each city and county (based on population) for local transportation services and projects. The City of Yuba City’s share of these funds for FY 2016-2017 totals \$3,213,419, an increase of 10% from the apportionment of \$2,929,923 for FY 2015-16. Of this amount, YSTA is apportioned a share (in accordance with our Joint Powers Agreement), SACOG receives a portion for planning costs, and the remainder is placed in the City’s TDA project fund (305).

YSTA will use their portion, \$1,469,330, to provide community-wide transit services. The YSTA portion has increased 13% from last year, and has increased an average of 11% per year in the five years prior, FY 2011-2012 through FY 2015-2016.

The following charts illustrate five years of TDA (LTF) claims by agency and for the City:



Fiscal Impact:

\$1,647,686 in revenue will be received by the City for TDA Fund projects on Yuba City streets as approved in the FY 2016-2017 CIP Budget.

Alternatives:

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

Recommendation:

Adopt a resolution authorizing submission of the City's FY 2016-2017 TDA claim to the Sacramento Area Council of Governments (SACOG).

Prepared By:

/s/ Spencer Morrison

Spencer Morrison
Accounting Manager

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed By:

Finance Director

RB

City Attorney

ok by email

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA
CITY AUTHORIZING SUBMISSION OF THE FY 2016-2017
TRANSPORTATION DEVELOPMENT ACT CLAIM TO THE
SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

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

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

Whereas, SACOG has adopted funding of apportionment for the Local Transportation Funds for Fiscal Year 2016-2017; and

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

Now, therefore, be it resolved that the attached Fiscal Year 2016-2017 TDA claims be hereby approved and forwarded to SACOG and that the Finance Director is hereby authorized to make the necessary budget amendments, transfers, accounting entries, etc. to carry out the Council's policies and directives related to this matter.

Passed and Adopted by the City Council of the City of Yuba City this 1st day of November, 2016, by the following vote:

Ayes:

Noes:

Absent:

Attest:

John Buckland, Mayor

Terrel Locke, Chief Deputy City Clerk



TRANSPORTATION

DEVELOPMENT ACT

CLAIM PACKET

Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

**TRANSPORTATION DEVELOPMENT ACT
CLAIM CHECKLIST**

Please check the following, items as being either included with the attached TDA claim package or are on file at SACOG.

Item	Claimant	Attached	On file
• TDA-1 Annual Transportation Development Claim	All claimants	<u> X </u>	N/A
• TDA-2 Project and Expenditure Plan (for the fiscal year of this claim and the prior fiscal year)	All claimants	<u> X </u>	N/A
• TDA-3 Status of Previously Approved Projects	All claimants	<u> X </u>	N/A
• TDA-4 Statement of Conformance	All claimants	<u> X </u>	N/A
• TDA-5 TDA Claim Certification	All claimants	<u> X </u>	N/A
• Resolution by governing body that authorized the claim	All claimants	<u> X </u>	N/A
If Claimant is a Transit Agency			
• CHP Safety Compliance Report (Completed within the past 13 months)	Claimants for transit service	_____	_____
• Adopted or proposed budget for the fiscal year of the claim	Claimants for transit service	_____	_____
• Signed copy of transit service contract	Claimants for transit service	_____	_____
• Area wide transfer agreement, resolution	Claimants that allow inter-system transfers	_____	_____
• Information establishing eligibility under efficiency criteria	Claimants for revenue-based STA funds	_____	_____
• Certification that claim is consistent with Capital Improvement Program	Claimants for bike/ped facilities	_____	_____
• Compliance with PUC Sec. 99155 & 99155.5	Claimants for transit service	_____	_____
• STA Operator Qualifying Criteria calculation based on section 99314.6	Claimants for transit service	_____	_____
• Copy of Ten Year Capital & Operations Program	Claimants for transit service	_____	_____

TDA-1

TRANSPORTATION DEVELOPMENT ACT CLAIM

TO: Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

FROM: Claimant City of Yuba City
Address 1201 Civic Center Boulevard
City Yuba City Zip Code 95993
Contact Person Spencer Morrison
Phone 530 822-4803 Email smorriso@yubacity.net

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

LTF \$1,744,089 (FY 16 / 17)
_____ (FY ___ / ___)
_____ (FY ___ / ___)
_____ (FY ___ / ___)

STA _____ (FY ___ / ___)
_____ (FY ___ / ___)
_____ (FY ___ / ___)
_____ (FY ___ / ___)

Submitted By Robin Bertagna
Title Finance Director
Date November 4, 2016

TDA-4
STATEMENT OF CONFORMANCE

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The City of Yuba City hereby certifies that the Transportation Development Act claim for fiscal year(s) 2016-2017 in the amount of \$ 1,744,089 (LTF) and \$ 0.00 (STA) for a total of \$ 1,744,089 conforms to the requirements of the Transportation Development Act and applicable rules and regulations. (See Attachment A for listing of conformance requirements)

Certified by Chief Financial Officer _____
Title Finance Director
Date November 4, 2016

TDA-5

TDA Claim Certification Form

I, Robin Bertagna, Chief Finance Officer for the City of Yuba City, do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2016/2017.
- (b) The attached certification by the Department of the California Highway Patrol verifying that City of Yuba City is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of Article Section 99400(a) maximum eligibility for moneys from the local transportation fund and the state assistance fund, as defined in Section 6634, is \$ 1,744,089.

(Signature) Chief Financial Officer

City of Yuba City
(Agency Name)

November 4, 2016
(Date)

ATTACHMENT A
CONFORMANCE - TDA CLAIMANTS
Standard Assurances

- 1) 180-Day Certified Fiscal Audit (*Applies to all claims; SACOG administers fiscal audits for all operators in the region, with the exception of the Sacramento Regional Transit District*) - Assurance that the claimant has submitted a satisfactory independent fiscal audit, with required certification, to SACOG and to the State Controller not more than 180 days after the end of the prior fiscal year (Sections 99245 and 6664).
- 2) 90-Day Annual State Controller Report (*Applies to all transit claims*) – Assurance that claimant has submitted this report to the State Controller in conformance with the uniform system of accounts and record not more than 90 days after the end of the prior fiscal year (110 days for electronically submissions) (Section 99243). Claimant should also supply a copy of the State Controller report (SCR) to SACOG no more than 120 days after the end of the prior fiscal year.
- 3) Use of Federal Funds (*Applies to all Article 4 claims*) –
 - Claimant filing a claim for TDA funds for capital intensive projects pursuant to Section 99268.7 certifies that it has made every effort to obtain federal funding for any project which is funded pursuant to Section 99268.7.
 - Claimant qualifying for funds pursuant to Section 99268.1 and filing a claim for TDA funds in excess of the amount allowed by Section 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed pursuant to Section 6633.1.
- 4) Elderly/Disabled (*Applies to all transit claims*) – That the transit operator is in compliance with Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a-ride and paratransit services.
- 5) Farebox Recovery Ratio Requirements (*Applies to all transit claims*) – Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under Sections 99268 (including all subparts), 99270.1, 99270.2, 99270.6, and under the “Farebox Requirements for Urbanized and Non-Urbanized Service” adopted by the SACOG Board of Directors on March 18, 1982, whichever is appropriate.

Exceptions:

- 6) 50% Expenditure Limitation (*Applies only to claims for LTF*) – Claimant certifies that it was in compliance with Section 99268 certifying that it (the claim) will not exceed 50% of the amount required to meet operating, maintenance, capital and debt service costs of the transit system after deduction of approved federal grants and STA funds estimated to be received for the system. (A claimant can receive up to 100% of capital costs for grade-separated mass transit projects under Section 99268 and 99281, for capital intensive transit-related projects under Section 99268.7. and for extension of services under Section 6619.1 and 6633.8)
- 7) Extension of Services (*Applies only to LTF claims*) - Claimant who received an allocation of LTF funds for extension of service pursuant to Section 99268.8 certifies that it will file a report of these services pursuant to Section 6633.8(b) within 90 days after close of the fiscal year in which that allocation was granted.

- 8) Retirement System (*Applies only to LTF claims*) - Claimant certifies that (1) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (2) the operator is implementing a plan approved by SACOG which will fully fund the retirement system for such officers and employees within 40 years; or (3) the operator has a private pension plan which sets aside and invests, on a current bases, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in Section 99272 and 99273.
- 9) Maximum Use of Local Transportation Funds (*Applies only to Sacramento Regional Transit District STA claim*) - That the operator is receiving the maximum allowable amount from the Local Transportation Fund.
- 10) Part-Time Employees (*Applies only to claims for STA*) - Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979 from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979 shall have his/her employment terminated or his/her regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers.
- 11) Conformance with the Metropolitan (Regional) Transportation Plan (*Applies only to claims for STA*) - Claimant certifies that all of the purposes for claim expenditures are in conformance with the current Short Range Transit Plan, which is an appendix to the Metropolitan (Regional) Transportation Plan.
- 12) Full Use of Federal Funds (*Applies only to STA claims*) - Claimant certifies that it is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended.
- 13) Implementation of Productivity Improvements (*Applies only to STA claims*) - Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to Section 99244.

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Caltrans Right-of-Way Certifications (Authority to Sign)
Recommendation: Authorize the Public Works Director to execute Right-of-Way Certifications necessary on federally funded transportation projects that are subject to oversight by Caltrans.
Fiscal Impact: None.

Purpose:

Improve project delivery efficiency on federally funded transportation projects that are subject to oversight by Caltrans.

Background:

When a local agency performs Right-of-Way (R/W) activities on a federally assisted local project, the local agency prepares a R/W Certification. The purpose of the R/W Certification is to document that any interests necessary for the project have been, or are being secured, and physical obstructions including buildings, utilities and railroads have been, or will be removed, relocated or protected as required for construction, operation and maintenance of the proposed project. The R/W Certification also documents that R/W activities including the relocation of any displaced persons are conducted in accordance with applicable state and federal laws and regulations.

The R/W Certification must be submitted to and approved by Caltrans before a local agency is permitted to advertise a project for bidding.

Analysis:

Caltrans requires the governing body of the local agency to authorize execution of R/W Certifications. The required authorization can be done on a project-by-project basis, or alternatively the local agency may adopt a resolution authorizing certain City staff to execute certifications. Historically, staff has utilized City Resolution No. 09-044, which authorizes the City Manager to execute several types of funding agreements with Caltrans. While this resolution has been sufficient for our federally funded transportation projects that do not require R/W acquisition, most recently our two Garden Highway projects between Franklin Avenue and Epley Drive, it does not specifically include R/W Certifications in the list of agreements the City Manager is authorized to sign. To eliminate any uncertainties about Council's authorization, staff recommends adopting a separate resolution authorizing the execution of R/W Certifications. In

order to improve project delivery efficiency for federally funded transportation projects that are subject to Caltrans oversight staff further recommends that the Public Works Director be authorized to execute these R/W Certifications. The attached resolution follows the format provided by Caltrans for this purpose.

Staff will continue to bring non-standard agreements to the Council for review and approval. If R/W acquisitions are required to complete a project, a separate action would be brought to Council for authorization to acquire the property.

Fiscal Impact:

There is no fiscal impact associated with the signing of R/W Certifications.

Alternatives:

- a. Authorize someone other than the Public Works Director to sign the R/W Certifications.
- b. Do not authorize anyone to execute R/W Certifications and instead require staff to bring each individual certification to Council for approval.

Recommendation:

Authorize the Public Works Director to execute Right-of-Way Certifications necessary on federally funded transportation projects that are subject to oversight by Caltrans.

Prepared by:

/s/ Kevin Bradford
Kevin Bradford
Senior 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
AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE RIGHT-OF-
WAY CERTIFICATIONS ON BEHALF OF THE CITY OF YUBA CITY FOR
FEDERALLY FUNDED TRANSPORTATION PROJECTS WITH STATE OF
CALIFORNIA, DEPARTMENT OF TRANSPORTATION OVERSIGHT**

WHEREAS, the City of Yuba City routinely applies for grants for federally funded transportation projects; and

WHEREAS, the State of California Department of Transportation and the federal government have established procedures for certifying that rights-of-way have been acquired according to the regulations for federally funded projects; and

WHEREAS, the State of California, Department of Transportation has established that the person signing the letters certifying rights-of-way on behalf of local agencies shall be properly authorized to do so by resolution of the local agency legislative body.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Yuba City does hereby authorize the Public Works Director to execute on behalf of the City of Yuba City all right-of-way certifications required by the State of California, Department of Transportation and the federal government pertaining to certifying that rights-of-way have been acquired according to the regulations for federally funded projects.

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 1st day of November 2016.

AYES:

NOES:

ABSENT:

John Buckland, Mayor

ATTEST:

Terrel Locke, Chief Deputy City Clerk

**EXHIBIT 13-A SHORT FORM RIGHT OF WAY CERTIFICATION
LOCAL ASSISTANCE PROJECT
(Off-State Highway System Project)**

NAME OF THE LOCAL PUBLIC AGENCY

NOTE:

This form is intended for projects that do NOT require R/W acquisition, relocation assistance, have NO railroad involvement, and the **ONLY Utility Relocation** involvement is limited to utility cover adjustments.

For each item below, except Item 5, select the ONE option most suitable to your project. If the chosen option directs you to use Exhibit 13-B, please stop. This Short Form is not applicable to your project.

	Project ID
	Project Location
	General Description

RIGHT OF WAY CERTIFICATION No. 1

1. STATUS OF REQUIRED PROPERTY RIGHTS

- No acquisition of right of way is required. All proposed work is within existing right of way.
- Right of way has been acquired in accordance with applicable policy and procedure covering the acquisition of real property. LPA has legal and physical possession, right to enter, and required permits. **If this box is checked, please use Exhibit 13-B.**

2. STATUS OF AFFECTED OPERATING RAILROAD FACILITIES

- None affected.
- The _____ Railroad has approved the proposed work, which is within their Right of Way but does not require the adjustment of railroad facilities. The necessary clauses will be placed in the contract special provisions. **If this box is checked, please use Exhibit 13-B.**
- The _____ Railroad (and when needed, the Public Utilities Commission) has approved the proposed work, which is within the railroad right of way and does require the adjustment of railroad facilities. The railroad, or its contract forces, will provide the necessary labor, materials and/or equipment to adjust their facilities. The necessary clauses will be placed in the contract special provisions. **If this box is checked, please use Exhibit 13-B.**

3. MATERIAL SITE(S)

- None required.
- Material site(s) required. **If this box is checked, please use Exhibit 13-B.**

4. DISPOSAL SITE(S)

- None required.
- Disposal site(s) required. **If this box is checked, please use Exhibit 13-B.**

5. STATUS OF REQUIRED UTILITY RELOCATION (Check all that apply)

- No relocation required, therefore Buy America requirements do not apply. Existing utilities located within project limits are shown on Project Plan.
- Project is not covered by NEPA document; therefore, Buy America requirements do not apply.
- Utility Agreements are not required on this project; therefore, Buy America requirements do not apply.
- Utility involvement is limited to adjusting UTILITY COVERS (manhole cover, water valve cover, and box lids) to grade and said work is compliant with all terms and conditions under MAP-21 including Buy America requirements. **If this box is checked, please complete page 5 of this form entitled "Utility Cover Adjustment Summary" and provide a copy of the Specific Authorization if federally participating.**
- All utility work (other than the adjustment of utility covers) has been completed. **If this box is checked, please use Exhibit 13-B.**
- All utility work (other than the adjustment of utility covers) will be completed by a stated date prior to award of the contract. **If this box is checked, please use Exhibit 13-B.**
- All necessary arrangements have been made for the completion of all remaining utility work (other than the adjustment of utility covers) required to be coordinated with project construction. Arrangements have been made with the owners of all utility encroachments which will remain within the right of way of the project so that adequate control of the right of way will be achieved. **If this box is checked, please use Exhibit 13-B.**
- Utility facilities (other than the adjustment of utility covers) will be relocated by the Project's Contractor under bid items. **If this box is checked, please use Exhibit 13-B.**

6. RIGHT OF WAY CLEARANCE

- There are no improvements or obstructions located within the limits of this project.
- All right of way clearance work has been completed and there are no improvements or obstructions remaining within the right of way area required for construction. **If this box is checked, please use Exhibit 13-B.**
- All necessary arrangements have been made for remaining right of way clearance work to be undertaken and completed as required for proper coordination with the construction schedule. **If this box is checked, please use Exhibit 13-B.**

7. AIRSPACE AGREEMENTS

- There are no airspace lease properties within the limits of this project.
- All necessary arrangements have been made with airspace lessee(s) and/or in Contract Provisions to minimize conflicts between lessee's activities and contractor's operations. **If this box is checked, please use Exhibit 13-B.**
- Airspace lease has been cancelled. **If this box is checked, please use Exhibit 13-B.**
- Other (If this box is checked, please use Exhibit 13-B)

8. COMPLIANCE WITH RELOCATION ASSISTANCE PROGRAM REQUIREMENTS

- Compliance was not required as there were no displacements for this project.
- Occupants who have not yet moved from the right of way will be protected against unnecessary inconvenience and disproportionate injury or any action coercive in nature. **If this box is checked, please use Exhibit 13-B.**
- LPA has complied with all the steps relative to the relocation advisory assistance and payments as required by applicable policy and procedure, and no person has been required to relocate without at least a 90 day written notice. If residential relocation was involved, all individuals and/or families have been relocated to decent, safe and sanitary housing, or the LPA has made replacement housing available to the displacees. **If this box is checked, please use Exhibit 13-B.**

9. COOPERATIVE AGREEMENTS

- None Required.
- Agency Agreement No. **(If checked, please attach a copy)**

10. ENVIRONMENTAL MITIGATION

- No environmental mitigation parcels are required for this project.
- All environmental mitigation parcels on this project have been acquired. **If this box is checked, please use Exhibit 13-B.**
- Acquisition of environmental mitigation parcels is ongoing. **If this box is checked, please use Exhibit 13-B.**

11. CERTIFICATION

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(c)(1) and all terms and conditions under MAP-21, including Buy America requirements. The project may be advertised with contract award being made at any time.

12. INDEMNIFICATION BY LOCAL AGENCY

This Local Public Agency agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right of way for this project is not clear as certified. LPA shall pay from its own non-matching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to LPA for the orderly performance of the project work.

LOCAL PUBLIC AGENCY

CALTRANS ACCEPTANCE

Project ID:

The undersigned Caltrans Official has reviewed this Right of Way Certification as to form and content. Based on the review of the documents submitted, the Certificate is accepted on behalf of the local public agency. It remains the sole responsibility of the local public agency to ensure compliance with the Uniform Act.

Authorized Resolution No.:

Dated:

Accepted as to form and content:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

- Distribution:**
- 1) Local agency completes this form, signs and sends it to the DLAE.
 - 1) DLAE sends a copy to District Right of Way Local Programs Coordinator, keeps a copy for his/her files, and sends the signed original back to the local agency.

UTILITY COVER ADJUSTMENT SUMMARY

Items to be disclosed on this summary include: Covers of utility facilities, either **publicly owned** (by City/County and other public agencies, including the project sponsoring agency) or **privately owned** that services the general population. Utility covers of facility that directly services the street/roadway operation (such as an electric pull box, which services streetlight and traffic signals) do not require disclosure on this form.

a) PHYSICAL COVER ADJUSTMENTS PERFORMED BY OWNER

Notice # & Notice Date	Utility Agreement Date	Owner	Liability % Owner/LPA	Type of Facility	Encroachment Permit #	Federal Participation Yes (Y)* No (N)

*Include copy of Specific Authorization

b) UTILITY COVER ADJUSTMENTS WILL BE PERFORMED BY PROJECT CONTRACTOR

Bid Item #	Notice # & Notice Date	Utility Agreement Date	Owner	Liability % Owner/LPA	Type of Facility	Federal Participation Yes (Y)* No (N)

*Include copy of Specific Authorization

c) FEDERAL PARTICIPATION

<input type="checkbox"/> Yes <input type="checkbox"/> No	The adjustments comply with the 23 CFR 645.119 and the R/W Utility Relocation process in Chapter 14 of the Local Assistance Procedures Manual (LAPM)
<input type="checkbox"/> Yes <input type="checkbox"/> No	These adjustments are required as the direct result of the proposed construction activities and the local agency is legally liable to pay for the adjustment
<input type="checkbox"/> Yes <input type="checkbox"/> No	Adjustments specified for Federal participation have received FHWA Specific Authorization (Exhibit 14-C, LAPM) approval? If “no”, not federally participating.

This page intentionally left blank

**EXHIBIT 13-B RIGHT OF WAY CERTIFICATION
LOCAL ASSISTANCE PROJECT (Off State Highway System)**

Local Agency: _____

NOTE: This form is intended for use on local assistance projects, off the State Highway System (SHS), where federal funds are used and where Right of Way (R/W) or rights in real property are required. This form could also be used when work required for local agency projects is located primarily off the SHS but may also encroach onto the SHS. *(Eliminate this paragraph before submitting document to your DLAE)*

Right of Way Certification No.: _____ Project ID: _____
(Insert 1, 2, or 3 for the type of Certification being made)

Project Location: _____

General Project Description: _____

1. STATUS OF REQUIRED RIGHT OF WAY:

Right of way (has been) (will be) acquired in accordance with applicable policy and procedure covering the acquisition of real property. Local Agency (has) (will have) legal and physical possession and right to enter on all lands as follows:

A. Total number of parcels required¹: _____

For items A 1-8 below and B on page 2, if total at time of completing certification is 0, enter 0 on the number line (or B line) and eliminate corresponding table/s.

1. Parcels acquired (escrow closed or Final Order of Condemnation recorded): _____

(To add table rows below, set cursor to right of last column in empty table set, then press enter, additional table rows will populate.)

Parcel Number	Owner	Project R/W Required ²	Excess (Yes or No)	Close of Escrow/Final Order of Condemnation Date

2. Parcels covered by Order for Possession: _____

Parcel Number	Owner	Project R/W Required ²	Effective Date of OP

3. Parcels covered by executed Right of Way Contract with Possession Clause: _____

Parcel Number	Owner	Project R/W Required ²	Effective Date	Date Funds Made Available to Owner/Deposited into Escrow ³

¹ Parcels listed in items A1-A7 on pages 1 and 2 should total the number shown on line 1A above.
² Items A1-A7: List as full acquisition, partial acquisition, fee, permanent easement (including type), temporary construction easement, etc. Detail should be added showing expiration dates of documents with fixed termination dates, i.e., temporary easements.
³ Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor/s, as a condition of use of a possession clause in a right of way contact.

4. Parcels covered by Possession and Use Agreement only: _____

Parcel Number	Owner	Project R/W Required ²	Effective Date	Date Funds Deposited Into Escrow ⁴

5. Parcels covered by Right of Entry only (Requires HQs R/W and FHWA pre-approval)⁵: _____

Parcel Number	Owner	Project R/W Required ²	Effective Date	Date Funds Deposited into Escrow

6. Parcels Covered by Resolution of Necessity only⁶: _____

Parcel Number	Owner	Project R/W Required ²	Local Agency Resolution Date	Anticipated OP Service Date (all parties)	Anticipated OP Effective Date

7. Parcels covered by other acquisition documents as follows⁷: _____

Parcel Number or Location/ (P.M.)	Owner	Project R/W Required ²	Type of Document	Effective Date	Expiration Date	Date Funds Deposited into Escrow ⁴

8. Number of Parcels with a value in excess of \$500,000 _____

Dual Appraisal for each parcel (recommended but not required)? Yes No

B. Construction Permits, other required permits⁸: _____

Location/ (P.M.)	Owner	Type of Document	Effective Date	Expiration Date

2. STATUS OF ACCESS CONTROL:

Select appropriate statement/s and remove those that do not apply:

Conventional Highway, a highway with no control of access. Abutting property owners have access rights.

(OR)

Freeway/Expressway, a highway with limited/restricted rights of access.

(OR)

Non-Interstate Access Controlled Highway (or other facility with full access control). Except as provided in the approved plans for the project, all rights of access to, or from the section of highway to be improved under the project and the abutting property either are prohibited by law, or have been acquired, or are being acquired in condemnation proceedings heretofore commenced and which will be prosecuted to completion.

⁴ Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor/s, as a condition of use.

⁵ Rights of Entry must only be used in emergencies, or extremely unusual/extraordinary circumstances. All Rights of Entry must be pre-approved by the Division of HQs RW&LS and approved by FHWA. Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor/s, as a condition of using a right of entry.

⁶ To be used only rarely in a Certification No. 3; Resolution of Necessity must be adopted and the Order for Possession served, but is not yet effective.

⁷ This section covers acquisitions where the document is a license, permit etc., not otherwise covered by A1-A6 above. Examples include Licenses from State Lands Commission, Flood Control Districts, and Letters of Consent from US Forest Service.

⁸ These permits are not counted as parcels, are not appraised, recorded, or require payment (e.g. Permits to Enter).

(OR)

Except as provided in the approved plans for the project, all rights of access to, or from the section of highway to be improved under the project and the abutting property either are prohibited by law, or have been acquired under a previous project.

3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES, select appropriate statement/s and remove what does not apply:

None affected.

(OR)

The _____ Railroad has approved the proposed work, which is within their right of way but which does not require the adjustment of railroad facilities. The necessary clauses will be placed in the contract special provisions. The project may now be advertised.

(OR)

The _____ Railroad (and when needed, the Public Utilities Commission) has approved the proposed work, which is within the railroad right of way and does require the adjustment of railroad facilities. The railroad, or its contract forces, will provide the necessary labor, materials and/or equipment to adjust their facilities. The necessary clauses will be placed in the contract special provisions. The project may now be advertised.

CPUC Approval Type and Date: _____

C&M Execution Date: _____

4. MATERIAL SITE(S) - Select appropriate statement; remove those that do not apply:

None required

Commercial

Optional site(s) secured as follows:

Mandatory site(s) secured as follows:

Parcel Agreement No.	Owner	Document Effective Date	Expiration Date

5. DISPOSAL SITE(S) - Select appropriate statement; remove those that do not apply:

None required

Commercial

Optional site(s) secured as follows:

Mandatory site(s) secured as follows:

Parcel Agreement No.	Owner	Document Effective Date	Expiration Date

6. STATUS OF REQUIRED UTILITY RELOCATIONS:

There are no Utility Relocations required on the project. Therefore, Buy America compliance does not apply to the utility portion of the project.

(OR)

All utility work has been or will be completed in accordance with applicable policy and procedure covering the adjustment of utility facilities. All utility notices have been issued and arrangements have been made with the owners of all conflicting utility encroachments remaining within the right of way, so that adequate control of the project right of way will be achieved. If applicable, federal participation has been determined.

(AND)

- All utility work has been completed.

- Project specific utility agreement(s) is(are) fully executed and include(s) the Buy America language.
- Buy America compliance is not applicable for utility relocations as Utility Agreements are not required.

(OR)

- All utility work will be completed by a stated date prior to award of the contract (see schedule below).

- Project specific utility agreement(s) is(are) fully executed and include(s) the Buy America language.
- Buy America compliance is not applicable for utility relocations as Utility Agreements are not required.

(OR)

- All necessary arrangements have been made for remaining utility work to be completed as required for proper coordination with project construction. The special provisions in the contract provide for the coordination (see schedule below).

- Project specific utility agreement(s) is(are) fully executed and include(s) the Buy America language.
- Buy America compliance is not applicable for utility relocations as Utility Agreements are not required.

(AND when applicable)

The following utilities are located within the project Rights of Way but require no relocation:

Company	Type Facility

The following utilities are in conflict with the project and require relocation as follows: (If applicable)

R/W Notice and Notice Date Date	Company	Type of Facility	Liability % (Owner=O) (Local Agency=C)	Utility Agreement. Date	Federal Participation (yes/no) ⁹	Relocation Date & End Concurrent with construction (or) Bid Item/s listed below ¹⁰

⁹ A copy of Specific Authorization to Relocate Utility Facilities memorandum must be attached for each facility relocation item.

¹⁰ Additional information is required for each bid item if highway contractor will complete work as part of the highway contract.

(AND)

Bid Item Number	Owner/Type Facility	Liability % (Owner/Local Agency)	Federal Participation (Yes/No)

7. RIGHT OF WAY CLEARANCE:

There were no improvements or obstructions located within the limits of this project.

(OR)

All right of way clearance work has been completed and there are no improvements or obstructions remaining within the right of way area required for construction.

(OR)

All necessary arrangements have been made for remaining right of way clearance work to be undertaken and completed as required for proper coordination with the construction schedule as follows:

Parcel No.	Location/ P.M.	Description	Salvable/ Non Salvable		Method of Disposal ¹¹	Date Site Available to Construction Contractor

8. AIRSPACE AGREEMENTS:

There are no airspace lease properties within the limits of this project.

(OR)

All necessary arrangements have been made with airspace lessee(s) and/or special provisions in the contract to minimize conflicts between lessee’s activities and contractor’s operations.

(OR)

Airspace lease (describe) has been cancelled effective (date).

(OR)

Explanation of other disposition of airspace lease area.

9. COMPLIANCE WITH RELOCATION ASSISTANCE PROGRAM REQUIREMENTS

Compliance was not required as there were no displacements for this project.

(OR)

The Local Agency has complied with the Federal Uniform Relocation Assistance and Real Property Acquisition Act, as amended. The Local Agency has also complied with all the steps relative to relocation advisory assistance and payments as required by applicable policies and procedures, and no person has been required to relocate without at least 90 days written notice. If residential relocation was involved, all individuals and/or families have been relocated to a decent, safe and sanitary housing, or the Local Agency has made replacement housing available to the relocatees.

¹¹ Demolition Contract, Construction Contract, or Owner.

Types of relocation involved on this project. Check all that apply.

- Personal property relocation
- Residential relocation
- Business, farm or nonprofit relocation

Exceptions:

Occupants of residences, businesses, farms or nonprofit organizations who have not yet moved from the right of way will be protected against unnecessary inconvenience and disproportionate injury or any action coercive in nature.

Parcel Number	Location/(P.M.) (Owner) (Tenant)	Name of Occupant	Date to Vacate	Type of Occupancy ¹²

10. COOPERATIVE AGREEMENTS

None required.

(OR)

Agency	Agreement Number or Document Number

Attach a Copy of Each Cooperative Agreement.

11. ENVIRONMENTAL MITIGATION

No environmental mitigation parcels are required for this project.

(OR)

All environmental mitigation parcels for the project have been acquired.

(OR)

Acquisition of environmental mitigation parcels is ongoing. (Give detailed explanation)

12. INDEMNIFICATION BY LOCAL AGENCY

The Local Agency agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right of way for this project is not clear as certified. The Local Agency shall pay from its own non-matching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to Local Agency for the orderly performance of the project work.

13. CERTIFICATION (USE THE APPROPRIATE STATEMENT)

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(b) **and** (c)(1) or (c)(2). The project may be advertised with contract award being made at any time.

¹² Residential, Business, Farm, Nonprofit Organization, or Personal Property only.

(OR)

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(c)(3). The project may be advertised at any time. The project will be certified as conforming to 23 CFR 635.309 (b) **and** (c)(1) or (c)(2) by _____ (Date).

(Attach letter explaining why a Certification No. 3 is being used and substantiate that the Certification No. 1 or No. 2 date given above is realistic.)

(OR)

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(c)(3) with Work-Around. The project may be advertised at any time. Approvals from FHWA are attached for the Work-Around. Appropriate notification has been included in the Bid Documents. An updated Certification will be provided by _____ (Date).

(Attach letter explaining why a Special Certification No. 3 with Work-Around is being used and substantiate that the Certification No. 1 or No. 2 date given above is realistic.)

(When updating the Special Certification No. 3 with Work-Around, use the following statement. This statement is required no later than 15 days prior to bid opening. If able to upgrade to a Certification No. 1 or No. 2, use appropriate CFR certification statement referenced above.):

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(c)(3) with Work-Around. The project has been advertised and the contract may be awarded. Approvals from FHWA are attached for the Work- Around. I have confirmed that all appropriate notifications have been included in the Bid Documents concerning said Work-Around.

Local Agency: _____

Project ID: _____ As Authorized by Resolution No.: _____

By: _____ Date

Title

The undersigned Caltrans Official has reviewed this Right of Way Certification as to form and content. Based on the review of the documents submitted, the Certificate is accepted on behalf of the local public agency. It remains the sole responsibility of the local public agency to ensure compliance with the Federal Uniform Act and this Certificate is accepted on their behalf.

Accepted as to form and content:

By: _____ Date
District Deputy Director/Office Chief – Right of Way
(or person authorized in writing to sign)

Footnote Instructions

1. Parcels listed in items A1 – A7 on pages 1 and 2 should total the number shown on line A above.
2. For sections A1 – A7 list as full acquisition, partial acquisition, fee, permanent easement (including type), temporary construction easement, etc. Detail should be added showing expiration dates of documents with fixed termination dates, i.e., temporary easements.
3. Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor, as a condition of use of a possession clause in a right of way contact.
4. Funds must be deposited into an escrow account and be made available (able to withdraw) as legally permissible, to the grantor as a condition of use.
5. Rights of Entry must only be used in emergencies, or extremely unusual/extraordinary circumstances. All Rights of Entry must be pre-approved by the Division of HQs RW&LS and approved by FHWA. Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor, as a condition of using a right of entry.
6. RON parcels are the minimum requirement for the use of a Certification #3, which is rarely used. The Resolution of Necessity must be adopted with the Order for Possession served, but not yet effective.
7. This section covers acquisitions where the document is a license, permit etc., not otherwise covered by A1 – A6 above. Examples include Licenses from State Lands Commission, Flood Control Districts, and Letters of Consent from the US Forest Service.
8. These permits are not counted as parcels, are not appraised, recorded, or do not require payment (e.g. Permits to Enter).
9. A copy of Specific Authorization to Relocate Facility Utilities Memorandum must be attached for each facility relocation item.
10. Additional information is required for each bid item if highway contractor will complete work as part of highway contract.
11. Demolition Contract, Construction Contractor, or Owner.
12. Residential, Business, Farm, Nonprofit Organization, or Personal Property only.

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Benjamin Moody, Deputy Public Works Director - Engineering

Summary

Subject: Agreement Granting Sutter Butte Flood Control Agency a Right to Enter and Construct Improvements on City Owned Property [APN: 51-580-022 and Live Oak Boulevard]

Recommendation: Authorize the City Manager to execute the Right-to-Enter Agreement on behalf of the City

Fiscal Impact: None

Purpose:

To grant Sutter Butte Flood Control Agency the right to enter and construct levee-related improvements on City-owned properties (Exhibit A of attached Agreement).

Background:

The Sutter Butte Flood Control Agency (SBFCA) is coordinating the Feather River West Levee Project (Project) to improve 44 miles of levees from the Thermalito Afterbay south to the Sutter Bypass. The goal of the project is to reduce flood risk in Sutter and Butte Counties. The City has entered into similar agreements over the past few years as levee improvement work has required the need to utilize City property to facilitate construction.

Analysis:

In order to proceed with construction of the Project, SBFCA is requesting the execution of an agreement granting SBFCA and their contractors the right to enter and construct storm drain improvements on City-owned properties (Exhibit A of attached Agreement).

SBFCA is requesting permission to enter on APN 51-580-022 and other described parcels. The purpose of the entry is for contractor to construct the levee and storm drain improvements, provide areas for staging, stockpiling of material, permanent placement of soil, ingress and egress, and to take all other actions reasonably necessary to assist in the construction of levee improvements.

Fiscal Impact:

There is no fiscal impact associated with approving the agreement. The subject properties will be left in a like or better condition when work is complete.

Alternatives:

There are no viable alternatives.

Recommendation:

Authorize the City Manager to execute the Right-to-Enter Agreement on behalf of the City.

Attachment:

1. Right to Enter Agreement

Prepared by:

/s/ Ben Moody

Benjamin K. Moody
Deputy Public Works 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](#)

**AGREEMENT GRANTING SUTTER BUTTE FLOOD CONTROL AGENCY A
RIGHT TO ENTER AND CONSTRUCT IMPROVEMENTS**

APNs: 51-580-022 & Live Oak Boulevard

This AGREEMENT GRANTING SUTTER BUTTE FLOOD CONTROL AGENCY A RIGHT TO ENTER AND CONSTRUCT IMPROVEMENTS (“Agreement”) is entered into and is effective on the latest date next to the signatures on the last page. It is among **City of Yuba City** (“Owner”) and **Sutter Butte Flood Control Agency** (“Agency”). For purposes of this Agreement, the Agency’s officers, employees, representatives, contractors and subcontractors shall be collectively referenced herein as “Agency’s Representatives”. Owner and Agency may be referred to herein individually as “Party” and collectively as “Parties”.

FACTS AND CIRCUMSTANCES

This Agreement is made with reference to the following facts and circumstances, among others:

A. Agency is engaged in a public works project to repair certain levees within Sutter and Butte Counties, California, for the purpose of providing greater protection from flooding. As part of the public works project, Agency is constructing its Feather River West Levee Project (the “Project”) in order to improve the Feather River West Levee that protects communities in Sutter and Butte Counties.

B. Owner owns a public utility easement in Sutter County recorded as Document # 2015-0002204 in Official Records affecting APN 51-580-022 (the “Utility Easement”). Owner also owns a public road known as Live Oak Boulevard.

C. Agency is interested in acquiring the right to enter the Utility Easement and Live Oak Boulevard to construct a storm drain and public utilities. The Utility Easement is more particularly depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”).

NOW, THEREFORE, in mutual consideration of the promises made herein, the Parties agree as follows:

1. **Rights and Obligations of the Agency.**

a. **Permission to Enter.** Permission is hereby granted by Owner to Agency and Agency’s Representatives to enter onto the Property on and after September 20, 2016, for the purpose of constructing a storm drain and public utilities, together with the right of ingress and egress in connection therewith, to deposit equipment and construction materials, and to take all other actions that may be reasonably necessary to construct the storm drain and public utilities (hereinafter collectively referred to as “Construction Work”).

b. **Removal of Equipment: Debris.** Agency agrees that immediately prior to the termination of this Agreement, it will remove from the Property all construction equipment, tools, and building materials associated with the Construction Work and any trash, and other debris, deposited during construction.

2. **Term.** This Agreement shall be effective upon the execution by the Parties and shall remain in full force and effect until December 31, 2017, unless terminated earlier due to the completion of the Construction Work.

3. **Benefits to Owner and Agency.** The parties acknowledge and agree that this Agreement is mutually beneficial. The Agency was formed to improve flood protection in its jurisdictional areas and this Agreement allows it to perform that work. Through the Agency's work, Owner will receive improved flood protection.

4. **Property to be Kept Free of Encumbrances.** Agency shall defend, hold harmless, and indemnify Owner from any and all third party claims arising out of the Construction Work, including, without limitation, any claim or liability in any way connected with the failure of Agency to pay any of its contractors or subcontractors, or the failure of any contractor or subcontractor of Agency to pay any person(s) referred to in Section 9100 of the California Civil Code.

5. **Liability and Indemnity.** Owner shall not be liable for any loss, damage, or injury of any kind or character to any person, entity, or property arising from Agency's or its employees', agents', assigns', or contractors' use of the Property, or any portion thereof, or by any act or omission by Agency under this Agreement, or by any of Agency's Representatives, licensees, or invitees, or by or from any accident on the Property arising out of this Agreement, or by any fire or other casualty thereon, occasioned by the failure of Agency to maintain the Property in a safe condition. Agency shall defend, hold harmless, and indemnify Owner from any loss, liability, or damage resulting from the activities of Agency, Agency's Representatives, or anyone acting pursuant to authorization from Agency in relation to the Property. However, Agency shall have no obligation to indemnify Owner for any loss, liability, or damage caused by the acts or omissions of Owner, or any of Owner's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

6. **Coordination with Owner Regarding Construction Work.** Agency shall coordinate its proposed activities with Owner to ensure that the Construction Work on the Property is conducted in a manner that will not unreasonably interfere with the use and enjoyment of the Property by Owner and other authorized users, outside the limits of the Construction Work as described in the Project plans.

7. **Compliance with Laws.** Agency shall be responsible to comply with any and all applicable laws, rules, regulations and ordinances in connection with any use of the Property pursuant to this Agreement.

8. **As-Is Condition of Property.** Agency acknowledges that Owner has made no representation or warranty of any kind or nature whatsoever regarding the condition of the Property. Agency agrees to accept the Property in its AS-IS condition and acknowledges that Agency has conducted, or has had the opportunity to conduct, any and all inspections of the condition of the Property that Agency deems necessary or desirable.

9. **Insurance.** During the term of this Agreement and any extension thereof, Agency shall ensure that the contractor performing the Construction Work obtains and thereafter maintains insurance listing Owner as additional insureds on a commercial general liability insurance, with a combined single limit of liability not less than \$2 million. Agency shall also require its contractor to carry worker's compensation insurance as required by law.

10. **Assignment.** This Agreement is binding upon the Owner's and Agency's successors in interest, heirs, and assigns. Agency agrees that it will not voluntarily assign this Agreement to any other party without Owner's prior written consent, which may be withheld in Owner's sole and absolute discretion.

11. **Time of the Essence.** Time is of the essence in this Agreement and every provision contained in this Agreement.

12. **Construction.** The title and headings of the sections in this Agreement are intended solely for reference and do not modify, explain, or construe any provision of this Agreement. All references to sections and recitals shall, unless otherwise stated, refer to the sections and recitals of this Agreement. In construing this Agreement, the singular form shall include the plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties have prepared the Agreement.

13. **Integration.** This Agreement, all attached exhibits, and all related documents referred to in this Agreement, constitute the entire agreement between the parties. There are no oral or parol agreements which are not expressly set forth in this Agreement and the related documents being executed in connection with this Agreement. This Agreement may not be modified, amended, or otherwise changed except by a writing fully executed by all parties to this Agreement.

14. **Third Party Rights.** This Agreement has been made and is made solely for the benefit of Owner and Agency. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.

15. **Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of this Agreement. This includes, without limitation, obtaining the consent and/or subordination from any holder of a deed of trust on the Property or obtaining the necessary consent of any other person or entity who has an interest in the Property.

16. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be enforced to the fullest extent permitted by law.

17. **Waivers.** No waiver or breach of any provision shall be deemed a waiver of any other provision. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

18. **Incorporation of Exhibits.** All attached exhibits are incorporated in this Agreement by reference.

19. **Agency of Parties.** All persons executing this Agreement on behalf of a Party warrant that they have the authority to execute this Agreement on behalf of that Party.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of this Agreement shall be deemed to have occurred, and this Agreement shall be enforceable and effective only upon the complete execution of this Agreement by Owner and Agency.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with California law.

22. **Notices.** All notices, requests, demands and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given: (a) when hand-delivered to the other Party; or (b) three (3) business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the Parties as set forth below; or (c) the next business day after same have been deposited with Federal Express or a comparable national express courier, postage prepaid, addressed to the Parties as set forth below with next business day delivery guaranteed:

If to Agency:

Michael W. Bessette, P.E.
Director of Engineering
Sutter Butte Flood Control Agency
1227 Bridge Street, Suite C
Yuba City, CA 95991

If to Owner:

City of Yuba City
1201 Civic Center Boulevard
Yuba City, CA 95993

A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this paragraph, by giving the other parties written notice of the new address in the manner set forth above.

OWNER:

CITY OF YUBA CITY

Signature

Date: _____

Steven C. Kroeger, City Manager
Print Name

AGENCY:

SUTTER BUTTE FLOOD CONTROL AGENCY

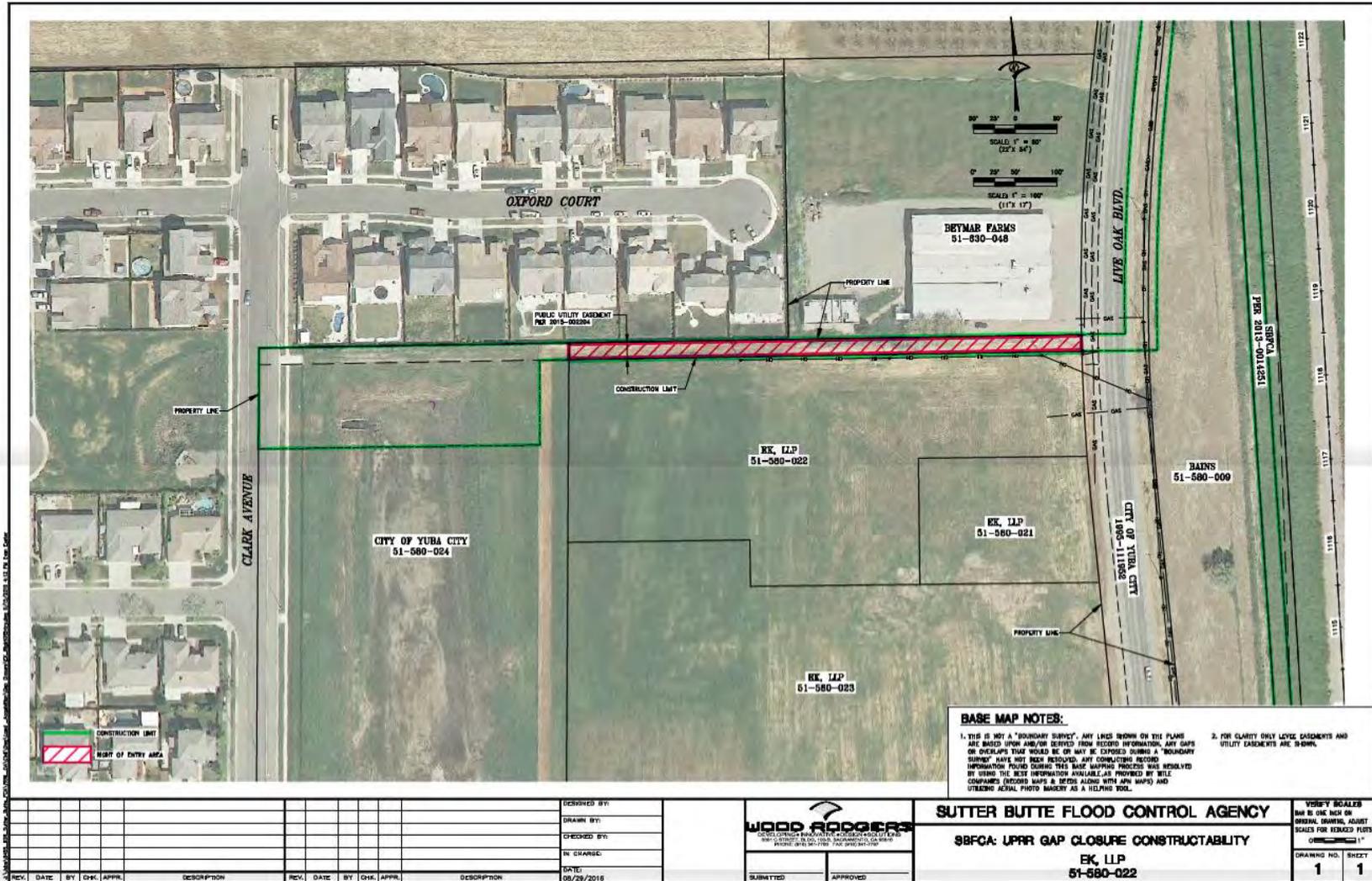
By: _____

Executive Director

Date:

Mike Inamine

EXHIBIT A



REV.	DATE	BY	CHK.	APPR.	DESCRIPTION	REV.	DATE	BY	CHK.	APPR.	DESCRIPTION

DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 IN CHARGE: _____
 DATE: 05/29/2016

WOOD RODGERS
REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS
 2017 S STREET, N.W., YUBA, ALABAMA 36881
 PHONE: 334-936-1100 FAX: 334-936-1101

SUBMITTED: _____ APPROVED: _____

SUTTER BUTTE FLOOD CONTROL AGENCY
SBFCA: UPRR GAP CLOSURE CONSTRUCTABILITY
EK, LLP
51-580-022

VERIFY SCALES
 DRAWN BY ONE INCH OR ORIGINAL SURVEY, ADJUST SCALES FOR REDUCED PLOTS

DRAWING NO. **1** SHEET **1**

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: 5th Street Bridge Replacement Project – Right-of-Way Acquisition (Union Pacific Railroad Company Property in Yuba City)

Recommendation: Authorize the City Manager to execute the Letter of Understanding between the City and Union Pacific Railroad Company for the purchase of the following properties: APN 52-480-003, 52-490-002, 52-490-003, 52-490-004

Fiscal Impact: \$10,000 – Account No. 921084-65517

Purpose:

Authorize the purchase of property owned by the Union Pacific Railroad Company (UPRR) to facilitate construction of the 5th Street Bridge Replacement Project.

Background:

Construction of the new bridge and roadway approach to the new bridge proposed as part of the 5th Street Bridge Replacement Project require acquisition of properties owned by the Union Pacific Railroad Company (UPRR), said properties being designated as Assessor Parcel Nos. 52-480-003, 52-490-002, 52-490-003, and 52-490-004. Refer to Exhibits A and B for the legal descriptions and plat maps showing the proposed property acquisitions.

An appraisal of the properties was prepared by UPRR and reviewed by the City's right-of-way acquisition consultant, Bender Rosenthal, in accordance with all federal, state, and local requirements. Staff was authorized to extend an offer for the properties during Closed Session on February 2, 2016. The City made the offer on April 19, 2016 and has received the attached Letter of Understanding (LOU) from UPRR outlining the process for transfer of the properties to the City.

Analysis:

Staff has reviewed the LOU and finds the terms to be acceptable. UPRR is requesting that the City provide a temporary construction easement to UPRR for future access to the UPRR river bridge from the City's new highway bridge for maintenance and possible future removal purposes. The terms and conditions of the temporary construction easement will be negotiated

in the future. However, staff will assure that access to UPRR's bridge will result in as minimal disruption to users of the City's bridge as possible.

Fiscal Impact:

The sales price is \$10,000. This is within the budgeted amount for acquisition of these properties. There is approximately \$1,822,500 available through Account No. 921084-65517 for right-of-way acquisitions related to the 5th Street Bridge Replacement Project after already accounting for funds needed for the two largest acquisitions on the project. Funding for right-of-way acquisitions related to the project are 100% reimbursable through Highway Bridge Program and Regional Surface Transportation Program funds.

Alternatives:

- A. Do not authorize the City Manager to execute the Letter of Understanding with the understanding that the project cannot be constructed without acquisition of the subject properties.
- B. Direct staff to re-negotiate the terms of LOU.

Recommendation:

Authorize the City Manager to execute the Letter of Understanding between the City and Union Pacific Railroad Company for the purchase of the following properties: APN 52-480-003, 52-490-002, 52-490-003, 52-490-004.

Prepared by:

/s/ Kevin Bradford

Kevin Bradford
Senior Engineer

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH via email



October 7, 2016
Folder: 02163-30

VIA UPS Overnight
RETURN RECEIPT REQUESTED

MICHAEL LAHODY
YUBA CITY
4400 AUBURN BLVD., SUITE 102
SACRAMENTO CA 95841

Dear Mr. Lahodny:

This letter ("Agreement") confirms our understandings covering the possible sale by Union Pacific Railroad Company ("Seller") to YUBA CITY ("Buyer") of Seller's interest in certain real property in Yuba City, California.

The undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

Article 1. Description of Property:

- A. The Property is approximately 2.63 acres as shown on the print attached hereto as Exhibit A and made a part hereof. The legal description of the Property will be determined by Seller. Survey will be at the sole cost and expense of Buyer. Survey will depict all facilities affecting the property.
- B. Before finalizing any survey, Buyer shall submit the draft survey to Seller for review and approval. Computer files of the survey and legal descriptions shall be sent via e-mail to DBPARKER@UP.COM, with a subject line referencing the UPRR Folder Number 02163-30 assigned to this document. Buyer shall deliver a certified copy of the completed survey to Seller within (30) days after Buyer's execution of this Agreement ("Survey Period"). Delay in obtaining or furnishing the survey to Seller shall in no event give Buyer the right to extend the Closing Date (as defined in the 'Closing - Default' Article).

Article 2. Sale Price:

- A. The sale price ("Sale Price") for the Property shall be Ten Thousand Dollars (\$10,000.00).

Article 3. Feasibility Review/Right of Entry:

- A. For (30) days from the date of execution of this Agreement by Buyer ("Feasibility Review Period"), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property. If the results of such audits, tests or studies, or Buyer's review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property and such reports will become the sole property of Seller without cost or expense of Seller and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.
- B. Buyer's right to enter upon the Property pursuant to Article 3-A is subject to the following:
1. Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing.
 2. Buyer and Buyer's agents and contractors (collectively "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.
 3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.
 4. Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.
 5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.

- C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:
1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.
 2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight (8) feet below the surface or will use suitable detection equipment.
- D. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3-A and 3-B and Seller will retain all of its remedies for Buyer's default under Article 3-A and 3-B.

Article 4. As Is Sale - Release - Indemnity:

- A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.
- B. **FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST**

ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, BUYER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

BUYER HEREBY EVIDENCES ITS SPECIFIC AGREEMENT TO THE TERMS OF THIS RELEASE AND INDEMNITY BY PLACING ITS SIGNATURE OR INITIALS IN THE PLACE PROVIDED HEREINAFTER.

Buyer's Initials

*

Article 5. Escrow, Title Insurance and Abstract of Title:

- A. Seller will not furnish title insurance or an abstract of title to the Property. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Property during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.
- B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. Form of Deed; Reservations:

- A. At Closing, Seller will transfer Seller's interest in the Property to Buyer by Quitclaim Deed, subject to all outstanding rights, whether or not of record.

- B. Seller will reserve from the transfer
- (1) all minerals and mineral rights without right of surface entry; and
 - (2) an exclusive easement in favor of Seller and its employees, agents, contractors and permittees to enter upon and use the Property in connection with Seller's removal of the railroad bridge spanning the ~~Yuba River~~ ^{Feather} and located adjacent to the Property (the "Railroad Bridge"), together with the performance of all construction activities related to Seller's removal of the Railroad Bridge, including, without limitation, the operation of equipment, storage of materials and movement of a working force across and over the Property and access to and from the Property over Buyer's adjacent property, if any.

C. Restriction On Use.

The Property is quitclaimed by seller subject to the following covenant, condition and restriction which Buyer by the acceptance of this Deed covenant for himself, his heirs and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of seller, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Article 7. Existing Agreements:

- A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.
- B. Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

Article 8. Closing - Default:

- A. Closing will occur on or before December 30, 2016 ("Closing Date"). The Closing will be deemed to occur upon payment of the Sale Price by a cashier's or certified check, and delivery of the deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.
- B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.

- C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3 (B) hereof. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

Article 9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

Article 10. Negotiations – Brokers and Finders:

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party hereto shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

Article 11. Subdivision/Platting Compliance:

- A. This Agreement is expressly conditioned upon compliance with the California Subdivision Map Act ("Compliance"). If the Property is not already in Compliance, Buyer shall undertake and use commercially reasonable efforts to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense. If Buyer fails to effect Compliance prior to the Closing Date, then this Agreement shall terminate and neither party shall have any further obligation to the other. Seller is not obligated to extend the Closing Date due to Buyer's failure to effect Compliance prior to the Closing Date.
- B. In connection with Buyer pursuing Compliance, Seller shall cooperate by reviewing and executing necessary documents, provided, however, that Seller shall not be required to incur any cost or expense in connection therewith and that any action Buyer desires Seller to take shall be acceptable to Seller as to substance and legal form. If any proposed subdivision plat or parcel map contains conditions affecting Seller, the Property prior to Closing, or other real property owned by Seller which are unacceptable to Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. If this Agreement is terminated pursuant to this Section B. , any deposit paid by Buyer will be returned to Buyer, and neither party shall have any further obligations (except for surviving obligations).

Article 12. Mortgage Release:

If the Property is subject to a blanket mortgage granted by Seller or a corporate predecessor of Seller, Seller will obtain a release within approximately six (6) months after Closing.

Article 13. Seller's Management Approval:

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

Article 14. Condemnation:

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article - Condemnation, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

Article 15. Future Agreements:

At or subsequent to Closing, Buyer shall, at Buyer's sole cost, execute and deliver to Seller that certain Temporary Construction Easement attached hereto as Exhibit B (the "Construction Easement") pursuant to which Buyer shall grant Seller an easement to access and use property owned by Buyer in connection with Seller's removal of the Railroad Bridge and construction activities incidental thereto. Prior to Buyer's execution and delivery of the Construction Easement, Buyer and Seller shall agree upon the description of the Construction Area (as defined in the Construction Easement) to be attached to the Construction Easement as Exhibit A. This provision shall survive any Closing of the transaction contemplated herein.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Daniel B. Parker at the address listed on the bottom of the first page of this letter, in order that it is received by Seller no later than ~~October 01, 2016~~. Please also indicate below how you wish to take title. If you should have any questions, please call Daniel B. Parker at (402) 544-8624.

Sincerely,

November 18, 2016



Director - Real Estate

ACCEPTED AND AGREED THIS 1ST DAY OF NOVEMBER, 20 16

YUBA CITY

By: _____
Its: CITY MANAGER

Title to the Property will be taken as follows:

CITY OF YUBA CITY, a Municipal Corporation

If Corporation, State of incorporation:

N/A

If Husband and Wife, indicate how title will be taken: N/A

Joint Tenants with rights of survivorship

Tenants in Common

Community Property

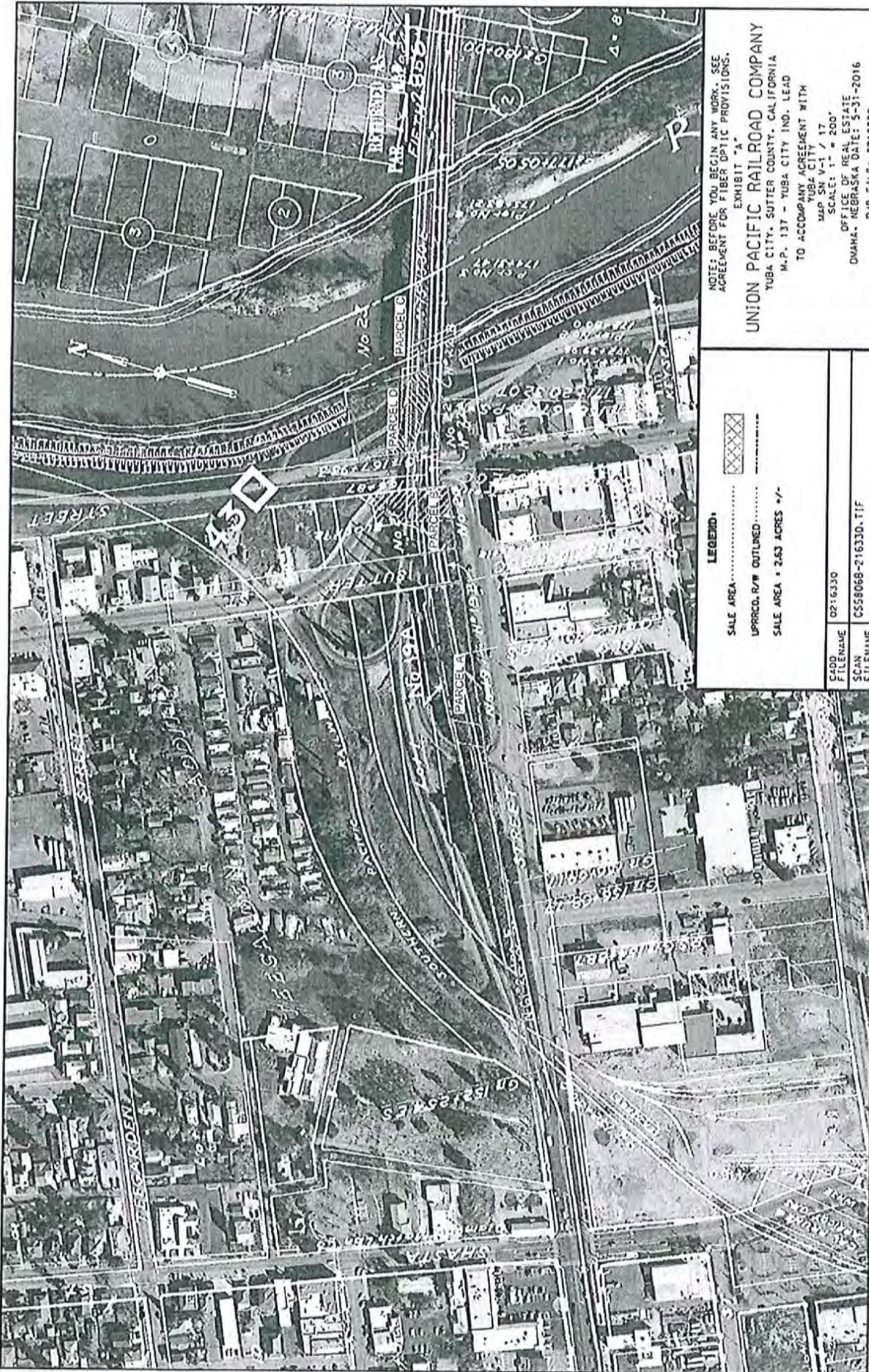
Mailing Address: 1201 CIVIC CENTER BOULEVARD

YUBA CITY, CA 95993

EXHIBIT A

Property

[To be attached]



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
 YUBA CITY, SUTTER COUNTY, CALIFORNIA
 M.P. 137 - YUBA CITY IND. LEAD
 TO ACCOMPANY AGREEMENT WITH

YUBA CITY
 MAP NO. 17
 SCALE: 1" = 200'
 OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 5-31-2016
 PUB FILE: 0216330

LEGEND:

- SALE AREA
- UPRRD. R/W OUTLINED
- SALE AREA - 2.63 ACRES +/-

0216330
 CS58068-216330.TIF

EXHIBIT B

Temporary Construction Easement

[See attached]

1201 Civic Center Boulevard, Yuba City, California 95993

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made by and between YUBA CITY, CALIFORNIA, a California municipal corporation ("Grantor"), whose address is ~~4400 Auburn Boulevard, Suite 102, Sacramento, California 95841~~ and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Grantee"), whose address is 1400 Douglas Street, Omaha, Nebraska 68179.

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, to be paid by Grantee to Grantor, does hereby GRANT, CONVEY and CONFIRM unto Grantee, its successors and assigns, a TEMPORARY CONSTRUCTION EASEMENT in, to, over, along, upon and across the property located in Sutter County, State of California, as more particularly described in Exhibit A, hereto attached and hereby made a part hereof (the "Construction Area"), together with the right of ingress and egress to and from the Construction Area for the purpose of exercising the rights herein granted.

The Construction Area may be used by Grantee and its employees, agents, contractors and permittees in connection with Grantee's removal of the railroad bridge spanning the [Yuba River] (the "Railroad Bridge"), together with the performance of all construction activities related thereto, including, without limitation, the operation of equipment, storage of materials and movement of a working force across and over the Construction Area and access to and from the Construction Area over Grantor's adjacent property, if any.

This Temporary Construction Easement shall commence on the date of this instrument and continue until Grantee has completed its construction activities described herein. The rights granted to Grantee herein shall continue in effect until Grantee has provided written notification to Grantor that Grantee has completed all construction activities and such notice shall be sent to the following address: ~~4400 Auburn Boulevard, Suite 102, Sacramento, California 95841~~, Attention: [____]. The rights granted to Grantee shall continue in effect until the written notice is received by Grantor.

By its acceptance of this instrument, Grantee agrees to indemnify and hold harmless Grantor from and against losses, damages, costs and expenses ("Losses") which may result from injury to or death of persons or loss of or damage to property when such Losses are caused by Grantee's use of the Construction Area pursuant to this Temporary Construction Easement, except to the extent that the Losses are caused by the negligence or willful misconduct of Grantor.

TO HAVE AND TO HOLD the Construction Area unto Grantee, its successors and assigns, for a Temporary Construction Easement, and Grantor, for itself and its successors and assigns, does hereby covenant with Grantee, its successors and assigns, that it is lawfully seized of the Construction Area, that the Construction Area is free from encumbrances, that it has the good right and lawful authority to grant this Temporary Construction Easement, and that it, and its successors and assigns, shall warrant and defend the same unto Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of
the ____ day of _____, 20 ____.

Grantor:
YUBA CITY, CALIFORNIA

By: _____
Name: _____
Title: _____

Grantee:
UNION PACIFIC RAILROAD COMPANY

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20 ____, before me, a Notary Public in and for said County and State, personally appeared _____ who is the _____ of Yuba City, California, a California municipal corporation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this ____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared _____ who is the _____ of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT A

Construction Area

[To be attached]

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presented by: Diana Langley, Public Works Director

Summary

Subject: 5th Street Bridge Replacement Project (CEQA Addendum)

Recommendation: A. Adopt the finding that following review and consideration of the CEQA Addendum, as contained in Exhibit A, there are no new or increased impacts to the environment beyond that which was considered in the August 2014 Mitigated Negative Declaration and Finding of No Significant Impact.
B. Adopt the CEQA Addendum as contained in Exhibit A.

Fiscal Impact: None.

Purpose:

To amend the adopted Mitigated Negative Declaration prepared for the 5th Street Bridge Replacement Project expanding the project area and documenting additional environmental survey evaluations.

Background:

On August 19, 2014, acting as the lead agency for California Environmental Quality Act (CEQA) compliance, Council adopted a Final Initial Study with Mitigated Negative Declaration (IS/MND) for the 5th Street Bridge Replacement Project. Since that time a modification to the proposed project has been identified as being necessary to revise the project description, expand the project area by 4.7 acres, and document additional environmental survey efforts and evaluations. The attached Addendum is provided as a supplement to the environmental analysis provided in the Final IS/MND, pursuant to State CEQA Guidelines sections 15162. This Addendum describes the project, the proposed revision to the project description, summarizes existing CEQA documentation, provides an updated environmental evaluation for specific topical areas that may have changed, evaluates project-specific environmental impacts, and makes a determination that an addendum to the prior Final IS/MND is the appropriate level of CEQA documentation for the project.

Analysis:

Subsequent to completion of the environmental phase of the project in August 2014, 4.7 acres of additional project area was determined necessary to accommodate a new levee ramp at Teegarden Avenue, aerial utility relocation within the Riverfront Park (Marysville) north of the 5th Street Bridge, roadway striping limits, driveway improvements, and additional water main replacement. As the 4.7 acres of additional project area and the improved levee access ramp/road along the Yuba City levee were not included in the previous environmental evaluation and as the additional acreage is located

beyond the original biological and cultural environmental study areas, additional environmental analysis was necessary and has been incorporated into the Addendum.

The Addendum has been prepared in accordance with the provisions of the State CEQA Guidelines and it documents that none of the conditions or circumstances that would require preparation of a subsequent Negative Declaration, pursuant to Sections 15162 and 15164 of the State CEQA guidelines, exist in connection with the currently proposed project. No major revisions would be required to the Final IS/MND as a result of the modifications. No new or more severe significant environmental impacts have been identified. Staff has reviewed the Final IS/MND and finds that the project as proposed will not have any new or increased significant effects on the environment with conditioned mitigation measures identified in the Final IS/MND. Therefore, staff has determined that the Addendum and the prior Final IS/MND provide the appropriate environmental documentation for the project in compliance with the requirements of the CEQA Guidelines.

Since the project is using federal funds, it must comply with the National Environmental Policy Act (NEPA) in addition to CEQA. Caltrans, acting on behalf of the Federal Highway Administration, is the federal lead agency for NEPA. Caltrans approved the Addendum on October 12, 2016.

Fiscal Impact:

There is no fiscal impact to adopting the CEQA Addendum.

Alternatives:

Do not adopt the amended environmental document, which result in further project delays and added cost.

Recommendation:

- A. Adopt the finding that following review and consideration of the CEQA Addendum, as contained in Exhibit A, there are no new or increased impacts to the environment beyond that which was considered in the August 2014 Mitigated Negative Declaration and Finding of No Significant Impact.
- B. Adopt the CEQA Addendum as contained in Exhibit A.

Prepared by:

/s/ Kevin Bradford

Kevin Bradford
Senior Engineer

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH via email

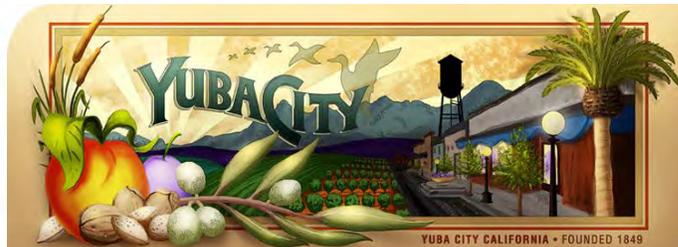
5th Street Bridge Replacement Project

Addendum to the Final Initial Study with Mitigated Negative Declaration



**Prepared for the State of California Department
of Transportation and the City of Yuba City**

The environmental review, consultation, and any other action required in accordance with applicable Federal laws for this project is being, or has been, carried out by Caltrans under its assumption of responsibility pursuant to 23 U.S.C. 327.



September 2016

Table of Contents

INTRODUCTION	1
BACKGROUND	1
SUMMARY OF EXISTING CEQA DOCUMENTATION	3
APPROPRIATE CEQA DOCUMENTATION FOR THE PROPOSED REVISION	4
ENVIRONMENTAL ANALYSIS.....	4
DETERMINATION OF APPROPRIATE CEQA DOCUMENTATION	6
SECTION 15162 - SUBSEQUENT EIRS AND NEGATIVE DECLARATIONS	6
SECTION 15164 - ADDENDUM TO AN EIR OR NEGATIVE DECLARATION	8
CONCLUSION.....	8

INTRODUCTION

In August of 2014, the City of Yuba City (City) adopted a Final Initial Study with Mitigated Negative Declaration (IS/MND) (SCH#2013082011) for the 5th Street Bridge Replacement Project. Since that time a modification to the proposed project has been identified as being necessary to revise the project description, expand the project area by 4.7 acres, and document additional environmental survey efforts and evaluations. This Addendum is provided as a supplement to the environmental analysis provided in the Final IS/MND, pursuant to State California Environmental Quality Act (CEQA) Guidelines sections 15162. This Addendum describes the project, the proposed revision to the project description, summarizes existing CEQA documentation, provides an updated environmental evaluation for specific topical areas that may have changed, evaluates project-specific environmental impacts, and makes a determination that an addendum to the prior Final IS/MND is the appropriate level of CEQA documentation for the project.

BACKGROUND

The project involves replacing the 5th Street Bridge (No. 18C-0012) over the Feather River and improving approach roadways to the bridge (see Figures 1-3). This project is being proposed to remedy two major problems associated with the 5th Street Bridge. The bridge is rated as “functionally obsolete” by the California Department of Transportation (Caltrans) under Federal Highway Administration (FHWA) prescribed inspection criteria. This rating is due to inadequate lane widths, and because the bridge does not meet other structural design standards. In addition, traffic forecasts show that intersection and roadway segments on and nearby the bridge would operate at failing levels of service by 2035 and widening of the facility from the existing two lanes to a four-lane structure would provide needed traffic operations and capacity improvements to the transportation network between Yuba City and Marysville. The project would also improve pedestrian and bicycle movements between the two cities over the Feather River.

The 2014 Final IS/MND included environmental analysis for one build alternative and one no-build alternative. Based on public input during the environmental process the City chose to move forward with the build alternative.

Subsequent to completion of the environmental phase of the project, 4.7 acres of additional project area was determined necessary to accommodate an additional project feature and expansion of several existing project features, previously identified in the Final 2014IS/MND. The new project feature includes construction of an improved levee access ramp/road along the Yuba City levee while expansion of existing features include aerial utility relocation within the Riverfront Park (Marysville), north of the 5th Street bridge; roadway striping limits; driveway improvements; and additional water main replacement (buried utility) work (Figure 3). As the 4.7 acres of additional project area and the improved levee access ramp/road along the Yuba City levee were not included in the previous environmental evaluation and as the additional acreage is located beyond the original biological and cultural environmental study areas, additional environmental analysis is needed. An updated project description is provided below.

Project Description

The existing facility is located in Sutter and Yuba Counties and connects Bridge Street in Yuba City to 5th Street in Marysville. Project limits in the City of Marysville span from 5th and I Street to I and 3rd Street in the south, portions of Riverfront Park in the west and continuing over the Feather River into the City of Yuba City limits. Project limits within the City of Yuba City include the roadway along 2nd Street, small portions of Sutter, Yolo and Boyd Streets in the south and the western expanse of Bridge Street at the intersection with 2nd Street and terminating just east of the intersection at Shasta Street.

In 2011 Caltrans determined that the bridge is functionally obsolete due to a combination of deficiencies. The bridge has inadequate width, has a history of scour concerns, and is in a floodplain susceptible to seismic liquefaction. As a result, the bridge has been recommended for replacement. The project would replace the existing bridge over the Feather River in order to provide an improved transportation network and improve traffic operations between Yuba City and Marysville. A combination of Local Agency and Federal funds (Highway Bridge Program, Regional Surface Transportation Project, and High Priority Project) has been approved for the 5th Street Bridge Replacement project.

Description of work to be done would include:

- Construction of a new four-lane bridge over the Feather River;
- Construction of a new four-lane bridge over 2nd Street;
- Expansion of 5th Street from two lanes to four lanes between the new bridge and J Street in Marysville, including four lanes under the Union Pacific Railroad (UPR);
- Improvements to the 5th Street and J Street Intersection in Marysville including a new eastbound dedicated right turn lane on to J Street and reconstruction of sidewalks and curb ramps to current Americans with Disabilities Act (ADA) standards;
- Removal of stop logs on the top of the Marysville levee and construction of a short three foot floodwall extension from the bridge. Installation of a levee cut-off wall through the central portion of the levee;
- Widening of the 5th Street approach roadway between 2nd Street and Shasta Street in Yuba City from two lanes to four lanes;
- Realignment of 2nd Street under the bridge, construction of raised median, and extension of the left turn lane from 2nd Street to westbound Bridge Street;
- Reconstruction of the eastbound approach to the bridge and removal of the abandoned UPR overpass above the on-ramps;
- Adding signalized intersections at the 2nd Street intersections with Bridge Street and the westbound ramp at the intersection of Sutter Street and 2nd Street in Yuba City; and
- Construction of an improved levee access ramp/road along the Yuba City levee.
- Potential construction staging areas have been identified at five locations in the project area in both Yuba City and Marysville

It is anticipated that the maximum depth of excavation would be 15 feet for the pier foundations and 10 feet deep at the bridge abutments to prepare the location for fill and placement of footings and piles that would support the new bridge.

The project includes a Class I multi-use trail over the river with expanded connectivity in Yuba City. This trail would provide pedestrian and bicycle access over the river between Yuba City

and Marysville. The Class I trail would be separated from 5th Street vehicular traffic by a barrier and would be constructed with a flatter profile than the roadway.

Minor relocation of utilities are expected on the bridge approach roadways. The new bridge would contain conduits for bridge lighting, communications and future uses. The new bridge will contain a water line connecting the two independent City systems for use in emergency situations.

The connector roadway from 2nd Street to westbound Bridge Street would cross the Gilsizer County Drainage District stormwater detention facility. Some roadway embankment would be placed in the southeast end of the basin. The detention capacity lost to the new embankment would be replaced with additional capacity by lowering the grade within the existing basin approximately 6 feet.

Because of the size of the project and the nature of expanding the crossing from two lanes to four, most of the staging areas are included in the proposed construction footprint. However, additional staging areas may be used as necessary for project construction located in the following places: 1) a paved parking area north of the bridge in Riverfront Park; 2) a paved parking area south of the bridge near the boat launch (will only be used during the boating off-season); 3) adjacent to Biz Johnson Drive south of the bridge to be used for replacement Riverfront Park parking; 4) in the existing loop ramp north of the bridge and west of Sutter Street; and 5) a portion of the old Feather River Mill Site at the southeast corner of Shasta and Bridge Streets. All of these potential staging areas are included in the project area.

While the proposed project includes a four lane crossing of the Feather River, the design would consider the possibility of phasing the construction. Dependent upon the timing of construction funds, the first phase would be a new two-lane crossing, followed by the widening to a four-lane crossing in a second construction package.

SUMMARY OF EXISTING CEQA DOCUMENTATION

The City (CEQA lead agency) completed a Draft IS/MNDIS/MND and circulated the document for public review for a period of 30 days, beginning August 2, 2013. The Final IS/MND was approved by the City on August 20, 2014. The IS/MND addressed potential environmental effects of the project with regard to the following issues: Air Quality; Biological Resources; Climate Change; Community Impacts; Cultural Resources; Cumulative Impacts; Geology/Soils/Seismic/Topography; Growth; Hazardous Waste/Materials; Hydrology and Floodplain; Land Use and Planning; Noise; Utilities and Emergency Services; Traffic and Transportation/Pedestrian and Bicycle; Visual Resources; and Water Quality and Storm Water Run-off.

The Final IS/MND found that all potentially significant impacts to environmental resources as a result of this project were determined to be less than significant through the use of approved mitigation measures.

APPROPRIATE CEQA DOCUMENTATION FOR THE PROPOSED REVISION

In accordance with Section 15164(b) of the State CEQA Guidelines, “An addendum to an adopted EIR may be prepared if only minor technical changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR or Negative Declaration have occurred.” Specifically, these conditions include:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - A. The project will have one or more significant effects not discussed in the previous EIR or Negative Declaration;
 - B. Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - C. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - D. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

In order to utilize an Addendum as the appropriate CEQA document, the City, as the lead agency, must make a finding that changes to the project are necessary and that the project would not result in any new significant or more severe environmental effects than previously identified in the 2014 Final IS/MND.

Environmental Analysis

As previously stated, potentially significant impacts were identified in the 2014 Final IS/MND for several environmental resources, and all of the project’s impacts were reduced to a less than significant level. Although the proposed revision to the project is not expected to result in a new or more intensive significant impact, the revision would require a change to the project description and requires an additional 4.7 acres of project area to accommodate construction of an improved levee access ramp/road along the Yuba City levee. This Addendum focuses on the potential effects on the environment due to the proposed revision to the project description and the additional project area acreage to determine whether any of the conditions described above are met.

Cultural

A Supplemental Historic Property Survey Report (SHPSR) was prepared to document additional archaeological field survey efforts within the Supplemental Area of Potential Effects (APE), additional Native American consultation efforts, and Extended Phase I (XPI) archaeological subsurface presence/absence testing efforts. The XPI efforts were undertaken to determine if remnants of a nearby, previously recorded prehistoric-era archaeological site were present within the APE. No remnants of the prehistoric-era site or any other archaeological site were identified during the XPI efforts. Further, no archaeological resources were identified during the additional field survey efforts within the supplemental APE. Due to these negative results, no additional mitigation, minimization, or avoidance measures are recommended at this time. However, as the Marysville and Yuba City Levees were constructed from excavated soils either within or in close proximity to nearby prehistoric-era archaeological sites, archaeological and Native American monitoring is recommended during project related ground disturbing activities within the levees.

Biological

A Natural Environment Study Revalidation Memo was prepared to evaluate the project's additional Biological Study Area (BSA). The revised 2016 BSA contains additional areas of disturbed/developed (paved/gravel surfaces), disturbed valley foothill riparian habitat and portions of the Feather River. The species and habitat potential conclusions made in the 2012 NES remain valid for all previously evaluated species; there is no change in species or habitat potential in the expanded 2016 BSA. In addition, based on the updated species list results, an additional 5 special status species were identified that were not previously evaluated in the 2012 NES. Of the 5 additional, previously unevaluated special status species, only the Modesto population song sparrow (*Melospiza melodia*) has potential to occur in the BSA. Neither the original April 2011 surveys nor the updated April 2016 surveys observed the species within the BSA. However, surveys concluded that the BSA contains some scattered brushy vegetation adjacent to the Feather River potentially suitable for the species' nesting and foraging. With implementation of existing project minimization and avoidance measures, no impacts to the species as a result of the project is anticipated.

No additional previously unevaluated special status species have the potential to be affected by project activities. Impacts to waters have been refined and the project will temporarily affect approximately 3.49 acres of jurisdictional waters (3.04 acres of Feather River and 0.45 acres of valley foothill riparian) and approximately 0.22 acres of permanent impacts (0.01 acres of Feather River and 0.21 acres of valley foothill riparian). The remaining findings, avoidance and minimization measures and conclusions of the 2012 NES remain valid. No additional surveys or measures are recommended.

Environmental Analysis Summary

No significant impacts to the environment as a result of expanding the project area to accommodate construction of an improved levee access ramp/road along the Yuba City levee; aerial utility relocation within the Riverfront Park (Marysville), north of the 5th Street bridge; roadway striping limits; driveway improvements; and additional water main replacement (buried utility) work were identified during the additional biological and cultural evaluations. Further, analysis of the proposed project features within the additional 4.7 acres are minor and would not substantially alter the environment compared to what was analyzed in the Final IS/MND. As such, no additional studies were needed to evaluate impacts to other environmental issues.

DETERMINATION OF APPROPRIATE CEQA DOCUMENTATION

Section 15162 - Subsequent EIRs and Negative Declarations

- a) "When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one of more of the following:"
- 1) "Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;"

Proposed modification to the project includes the addition of 4.7 acres to accommodate construction of an improved levee access ramp/road along the Yuba City levee; aerial utility relocation within the Riverfront Park (Marysville), north of the 5th Street bridge; roadway striping limits; driveway improvements; and additional water main replacement (buried utility) work. As discussed above in the Environmental Analysis section of this Addendum, this is a minor modification which would not result in a new or more severe significant environmental effect.

- 2) "Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or"

The proposed modifications to the project description have been evaluated for potential environmental impact. The modifications are minor and would not result in in a new or more severe significant environmental effect.

- 3) "New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
 - A) "The project will have one or more significant environmental effects not discussed in the previous EIR or negative declaration;"

No new significant environmental effects were identified compared to those identified in the adopted 2014 Final IS/MND. As stated above in the Environmental Analysis section of this Addendum, implementation of existing mitigations measures identified in the Final IS/MND would reduce the project's impacts to a less than significant level.

- B) "Significant effects previously examined will be substantially more severe than shown in the previous EIR;"

Potentially significant impacts previously discussed in the 2014 Final IS/MND would not be increased or made more severe as a result of the project modifications. As stated above in the Environmental Analysis section of this Addendum, of existing mitigations measures identified in the Final IS/MND would reduce the project's impacts to a less than significant level.

- C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or”

Not applicable. No mitigation measures or evaluated alternatives were previously found to be infeasible in the adopted 2014 Final IS/MND.

- D) “Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

Impacts have been avoided to the extent feasible and mitigated to a level of less than significant. As stated above in the Environmental Analysis section of this Addendum, of existing mitigations measures identified in the Final IS/MND would reduce the project’s impacts to a less than significant level.

- b) “If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subsection (a). Otherwise, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.”

The project description and project area have changed since the 2014 Final IS/MND and have been described in this Addendum. Based on the analysis in this document, the proposed modifications would not result in new or more severe significant environmental impacts. None of the conditions listed under subsection (a) would occur that would require preparation of a subsequent Negative Declaration; therefore, this Addendum is an appropriate level of documentation to update the environmental record.

- c) “Once a project has been approved, the lead agency’s role in project approval is completed, unless further discretionary approval on that project is required. Information appearing after an approval does not require reopening of that approval. If after the project is approved, any of the conditions described in subsection (a) occurs, a subsequent EIR or Negative Declaration shall only be prepared by the public agency which grants the next discretionary approval for the project, if any. In this situation no other Responsible Agency shall grant an approval for the project until the subsequent EIR has been certified or subsequent Negative Declaration adopted.”

None of the conditions listed in subsection (a) would occur due to the proposed modification. No subsequent IS/MND is required.

Section 15164 - Addendum to an EIR or Negative Declaration

- a) “The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.”

This Addendum, and the information provided herein, satisfies the requirements of this Section of the CEQA Guidelines.

- b) “An addendum to an adopted Negative Declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.”

Revision to the project description and modification of the project area of the adopted 2014 Final IS/MND are necessary; however, none of the conditions described in Section 15162 calling for preparation of a subsequent Negative Declaration would occur as a result of the proposed modifications. Therefore, an addendum to the adopted 2014 Final IS/MND is the appropriate CEQA document for the proposed project modifications.

- c) “An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.”

This Addendum will be attached to the 2014 Final IS/MND and maintained in the administrative record files at the City.

- d) “The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.”

The City will consider this Addendum with the 2014 Final IS/MND prior to making a decision on the proposed project revision.

- e) “A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency’s required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.”

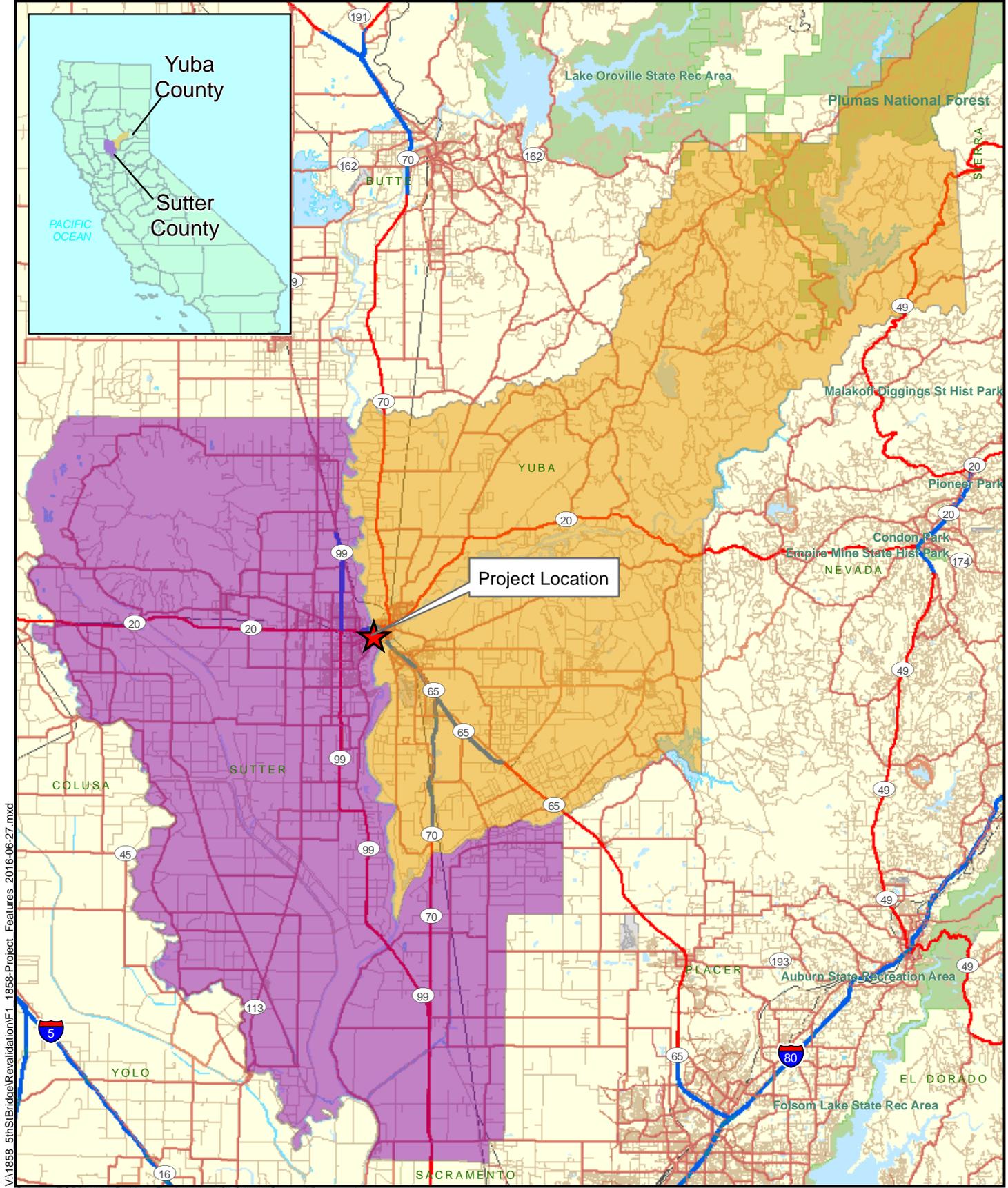
This document provides substantial evidence for the City to support the decision to prepare an Addendum for the proposed project modification.

CONCLUSION

This Addendum has been prepared in accordance with the provisions of the State CEQA Guidelines and it documents that none of the conditions or circumstances that would require preparation of a subsequent Negative Declaration, pursuant to Sections 15162 and 15164 of the State CEQA guidelines, exist in connection with the currently proposed project. No major revisions would be required to the 2014 Final IS/MND as a result of the modifications. No new or more severe significant environmental impacts have been identified and preparation of a subsequent Negative Declaration is not needed for the proposed project. The City has reviewed the prior 2014 Final IS/MND and finds that the project as proposed will not have any new or increased significant effects on the environment with conditioned mitigation measures identified in the 2014 Final IS/MND. Therefore, the City has determined that this Addendum and the prior 2014 Final IS/MND provide the appropriate environmental documentation for the project in compliance with the requirements of the CEQA Guidelines.

Pursuant to the provisions of California Public Resources Code §21082.1, the City has reviewed and analyzed the information contained in the Addendum and the 2015 Final IS/MND prepared pursuant to CEQA and the State CEQA Guidelines. The complete Addendum and 2015 Final IS/MND including discussions, environmental analysis, conclusions, and proposed mitigation measures reflects the independent judgment of the City as to those issues at the time of publication.

The Addendum and 2014 Final IS/MND will be maintained in the administrative record files at the City offices.



VA:1858_5thStBridgeRevalidation\F1_1858-Project_Features_2016-06-27.mxd

Source: ESRI 2008; Dokken Engineering/27/2016; Created By: amyd

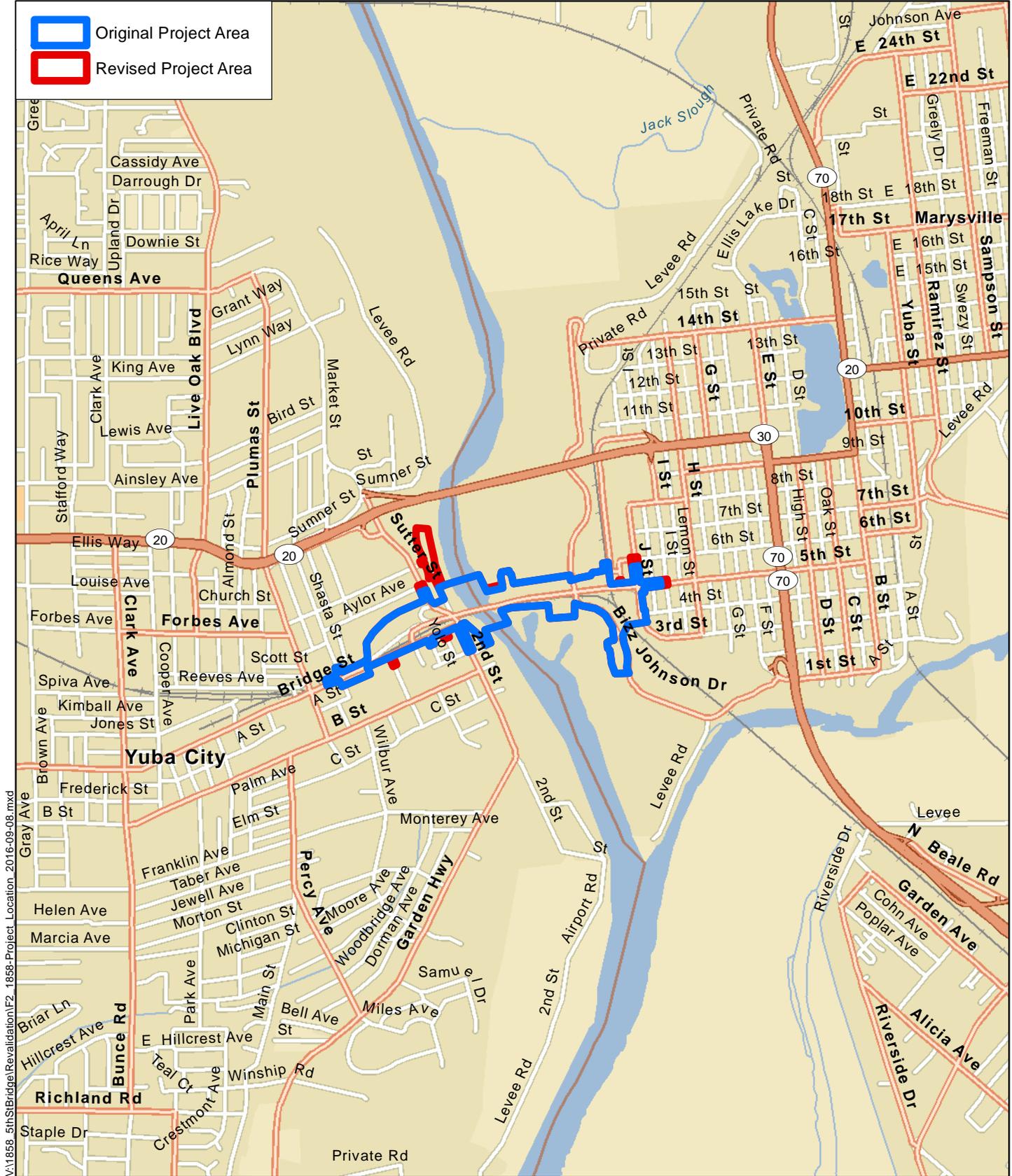
FIGURE 1

Project Vicinity

5th Street Bridge Replacement Project
 Federal Project No. BHLS-5163(025)
 City of Yuba City, City of Marysville,
 Yuba County and Sutter County, California



0 5.5 11 Miles



V:\1858_5thStBridge\Revalidation\F2_1858-Project_Location_2016-09-08.mxd
 Source: Dokken Engineering 4/21/2011; Created By: T. Chamberlain

FIGURE 2
Location Map

5th Street Bridge Replacement Project
 Federal Project No. BHLS-5163(025)
 City of Yuba City, City of Marysville,
 Yuba County and Sutter County, California





V:\1858_5thStBridge\Revalidation\F3_1858-Project_Features_2016-05-26.mxd
 Source: Bing 2011; Dokken Engineering 9/8/2016; Created By: amyd/

FIGURE 3
Revalidation Build Alternative Project Features
 5th Street Bridge Replacement Project
 Federal Project No. BHLS-5163(025)
 City of Yuba City, City of Marysville,
 Yuba County and Sutter County, California

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016
To: Honorable Mayor & Members of the City Council
From: Administration
Presentation By: Darin Gale, Economic Growth & Public Affairs Manager

Summary

Subject: Annual Report from the Downtown Yuba City Business Improvement District and Proposed Levy of Annual Assessment for 2017
Recommendation: Approve the Annual Report as filed, adopt a Resolution of Intention to Levy and Collect 2017 Annual Assessments, and set a public hearing for December 20, 2016
Fiscal Impact: None related to levy and collection of annual assessments.

Purpose:

To provide notice and opportunity for comment regarding the 2017 Assessment Levy for the Downtown Business Improvement District.

Background:

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

Annually, renewal of the Downtown Business Association's Business Improvement District (BID) is accomplished in a two-part process. Tonight, is the first part with the adoption of a resolution declaring the City's intent to levy an assessment and ordering a public hearing. At the next meeting, the second part will be a public hearing and consideration of a resolution confirming the Annual Report and levying the assessments for 2017.

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

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

This past year the DBA had three committees to improve the organization and they are as follows: Executive/Finance, Events and Marketing Committees. The DBA is charged with carrying out the activities of the BID. The attached Annual Report outlines the accomplishments of each committee during the 2016 calendar year.

Analysis:

In the coming fiscal year, the DBA anticipates that it will collect approximately \$28,000 in assessments. This is based on collection information from the past years of the BID operations. Timely collection of assessments is improving, since the DBA contracted with and continues to use a bookkeeper to manage the billing and collection for the BID.

Anticipated Associate member contributions for the coming fiscal year are projected to be approximately \$5,000. Associate members represent a variety of interested parties outside the BID boundaries and are committed to the revitalization and success of downtown Yuba City.

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

Fiscal Impact:

None related to levy and collection of annual assessments.

Alternatives:

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

Recommendation:

Approve the Annual Report as filed, adopt a Resolution of Intention to Levy and Collect 2017 Annual Assessments, and set a public hearing for December 20, 2016.

Attachments:

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

Prepared By:

[/s/ Darin Gale](#)

Darin E. Gale
Economic Growth & Public Affairs Manager

Submitted By:

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

Steven C. Kroeger
City Manager

Reviewed By:

Finance
City Attorney

[RB](#)
[TH via email](#)

Yuba City
Downtown Business
Association
Annual Report
2016



EXHIBIT A

November 1, 2016

Mayor Buckland
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Dear Mayor Buckland and Members of the City Council,

The Yuba City Downtown Business Association (DBA) has had what we consider another successful year.

We renewed our contract with Zanaida Akins of Zanaida Akins Marketing Strategies coordinating the day-to-day operations of the DBA. Besides the day-to-day operations, Zanaida concentrated on an increased marketing effort for the Downtown as well as continued to work with the Committees exploring ways to increase events and activities giving the community more opportunities to visit and shop the area.

We continue our efforts to offer entertainment to the residences of the area, along with attracting out-of-towners. Our Christmas and Summer strolls are designed to both, bring people downtown to promote the street and provide a free community event; both a success. Christmas Stroll 2015 was voted "Favorite Yuba Sutter Event" by our Community. The Strolls continue to be managed by an events committee, strongly lead by Chairperson Fotine HalikasKopriva, and along with the help of our Coordinator, Zanaida.

Our Marketing Committee continued efforts to improve strong communication and commitment from and for our membership. Our new Marketing Committee Chair, Sarah Lucas joined the Board in July and is committed to creating more marketing opportunities throughout the year.

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

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

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

Sincerely,

Cynthia Paine
President, Yuba City Downtown Business Association

To: Honorable Mayor and members of the City Council
Cc: Steven Kroeger, City Manager
From: Board of Directors - Yuba City Downtown Business Association
RE: Annual Report -Fiscal Year 2016
Date: November 1, 2016

1. NAME: Yuba City Downtown Business Association
2. FISCAL YEAR: January 1, 2016 to December 31, 2016
3. BOUNDARY/ZONE CHANGES: None (See existing boundaries on Exhibit B)
4. ACCOMPLISHMENTS OF YUBA CITY DOWNTOWN BUSINESS ASSOCIATION DURING 2016: (See Exhibit B)
5. LIST OF 2016-17 YCDBA DIRECTORS AND COMMITTEE MEMBERS (See Exhibit C)
6. PROPOSED IMPROVEMENTS AND ACTIVITIES (FY 2016) (See Exhibit D)
7. ESTIMATED COST OF IMPROVEMENTS AND ACTIVITIES (FY 2016) (See Annual Budget on Exhibit E)
8. AMOUNT OF SURPLUS/DEFICIT REVENUES TO BE CARRIER OVER FROM FY 2016-2017 (See Annual Budget on Exhibit E)
9. ESTIMATED REVENUES (FY2017) (See Annual Budget on Exhibit E)
10. AGING ACCOUNTS RECEIVABLE-COLLECTIONS
11. BASIS OF ASSESSMENT (FY2017)
12. (See Self-Computation Form for Assessment Fees on Exhibit F)

EXHIBIT B

Yuba Cit1 j - Downtown Plumas Street Area

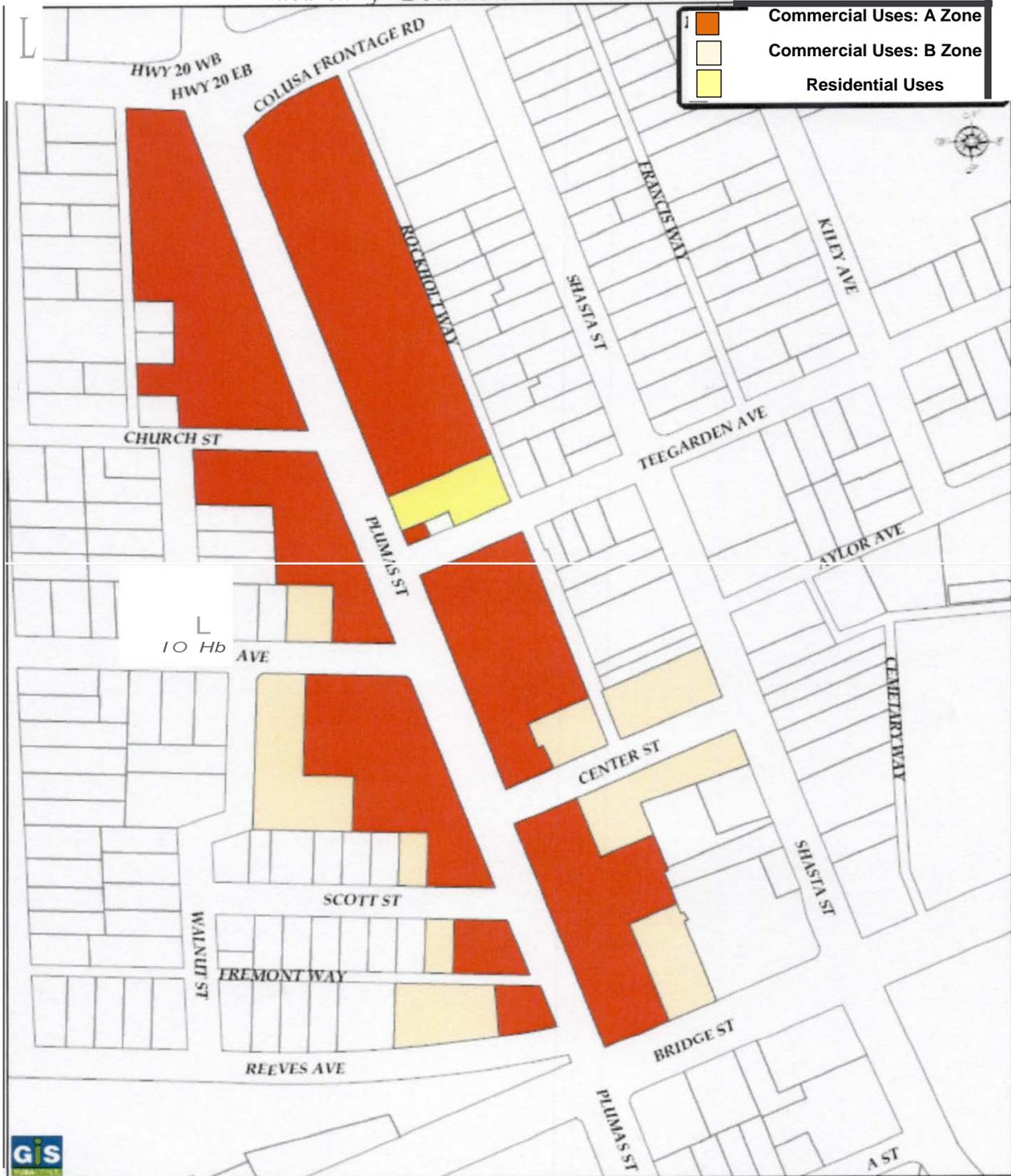


EXHIBIT B

2016 Accomplishments of the Yuba City Downtown Business Association Mission of the Organization:

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

Executive/Finance Committee Accomplishments for 2016

- ***City of Yuba City***
 - Attended City Council meetings when issues of downtown are on the agenda. A representative from the DBA Board would present to the Council when necessary. Updated members of the association as needed to items pertaining to the downtown via email, newsletter and direct mail.
 - Presented Annual BID Renewal Report in November 2015

- ***Community Involvement***
 - April
Twilight Thursday (monthly through November) Shopping, live music and an artist reception at The Theater Gallery
 - June
Yuba City Downtown Summer Stroll, free community event
 - November
Holiday Open House as the final "Twilight Thursday"
 - December
"Santa's Village" Christmas Stroll, free community event
"Wise" Men's Shopping Night

- ***Memberships***
 - Yuba-Sutter Chamber of Commerce

- ***DBA***
 - DBA President Cynthia Paine keeps the organization moving forward
 - Maintained active Board of Directors and active committees
 - Renewed Contract with Zanaida Akins Marketing Strategies through 2017, to continue administrative/events coordinator duties
 - The Board meets 3 times monthly, outside the normal board meeting, primarily for the purpose of individual committee strategy planning- Executive/Marketing/Events

EXHIBIT B

Finance

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

Accomplishments 2016

- The DBA Board members voted to reduce the Associate Member dues from \$350 to \$250 to retain as well as generate Associate Membership. Three new Associate Members joined.
- Partnership with the City handing out information on the BID along with the issuance of the Business License for business owners in the BID on Plumas Street
- Established 2017 with the assistance of the bookkeeper

Events Committee's Accomplishments for 2016

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

This event was managed entirely by the Downtown Business Association, with the assistance of Zanaida Akins as DBA Coordinator. The event took place on December 12th from 2pm-9pm and included a Christmas Tree Decorating contest, free entertainment kids zone, Christmas Parade and Official Downtown Tree Lighting ceremony, pictures with Santa, reading with Mrs. Claus and more. A total of 119 vendors participated.



Christmas Stroll

This event was managed by the Downtown Business Association with the assistance of Zanaida Akins as DBA coordinator. The event took place Saturday, June 18th, from 2pm-9pm and featured a "Fun in the Sun" theme. Vendor participation was better than 2015 with 118 vendors participating. There were 4 stage areas of entertainment, the Beer Garden sponsored by The Happy Viking, Dr. Solar's Medicine Show, and the addition of Roseville Pedicabs and Bar Bike.



EXHIBIT B

Marketing Committee Accomplishments for 2016

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

- **Downtown Marketing**
- DBA Committee decided on the following Marketing Plan:
- Continue to manage content internally on Website
- Monthly Plumas Street page in the Appeal-Democrat, prominent advertising for signature Stroll events
- Increase social media presence on Facebook/YouTube/Pinterest/Instagram, promoting individual businesses, specials and the events
- Quarterly Newsletter highlighting businesses and events

Directories

- 2016/2017 Participating Member directory was updated and reprinted in April 2016

Associate Members

- *The DBA has 21 Associate Member businesses. These are businesses that are not located downtown, however want to be a part of and show their support, for the downtown district. The following are DBA Associate Members:*
- *Enterprise Rancheria*
- *Cal-Yuba Investments*
- *City of Yuba City*
- *Express Employment Professionals*
- *Mathews Motors*
- *Millennium Family Entertainment Center*
- *Meagher & Tomlinson*
- *Patricia Phillips E.A*
- *Recology Yuba-Sutter*
- *Results Radio*
- *Sutter North Medical*
- *The Cookie Tree*
- *J's Party Rentals*
- *Twin Rivers Polaris*
- *Wheeler Chevrolet*
- *Yuba Sutter Chamber of Commerce*
- *AAA*
- *Huckins Family Trust*
- *Holycross Memorial Services*
- *The Crave, Gourmet Gifts*
- *LBK Optical*

EXHIBIT B

Annual Meeting

- The meeting was held at Sopa Thai Cuisine on Wednesday July 20th. Thank you, Vice-Mayor, Stan Cleveland for addressing the meeting along with swearing in the new 2016-2017 DBA Board members. Also, we would like to thank City Council member Preet Dibald for attending the annual meeting.

Welcome Packages

- Provided New Business Welcome Packages to new merchants in the District. This included information on the Business Improvement District, City information and small business information.
- **3 new businesses were welcomed in 2016**
The Corner American Bistro
Neveria La Guadalupana
[32] Squared by Fotine's Catering & Event Services
Sawyer's Sweet Spot
- **The merchants that closed, relocated or retired during 2016**
Fotine's Simply Greek Café
Barefoot Spa
Sew So Shop

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

- Report to the Police Department on graffiti related incidents in Downtown
- Report abandoned shopping carts left in Downtown to legal owners
- Worked with the City to have the palm trees trimmed
- Planting the flower bowls twice a year
- Secured a maintenance contract with Dave Doolittle, Jr. Landscape and Maintenance to maintain the flower bowls and sidewalk plantings for weeds and trimming once a month for year.
- The "Adopt a Bowl" fundraiser to finance the maintenance on the flower bowls received donations from the following businesses:
 - Crosspointe Christian Books & Gifts
 - Holycross Memorial Services, Inc.
 - The Huckins Family Trust
 - McNally Appliances
 - Sopa Thai Cuisine

EXHIBIT B

Downtown Coordinator Accomplishments 2016

The Downtown Business Association contract with Zanaida Akins, independent contractor, (Zanaida Akins Marketing Strategies) was renewed and signed on August 15, 2016.

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

Accomplishments 2016

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

EXHIBIT C

**List of 2016 Directors and Committee Members of the Yuba City
Downtown Business Association**

2016-2017 YCDBA Officers

President -Cindy Paine, Jerry's Stereo
Vice President -Joe Federico, The Happy Viking
Treasurer –Chanda Carleton, Sopa Thai Cuisine
Secretary -Angela Butler, Milani Optical

2016-2017 YCDBA Board of Directors

Cashalyn Gilliss, Crosspointe Christian Books & Gifts
Fotine HalikasKopriva, [32] Squared Catering & Event
Services
David Holycross, Holycross Memorial Services, Inc.
Stephanie Bateman, Pelton's Party Rentals & Supplies
Sarah Lucas, Poppies Apparel and Accessories
Ryan Henshaw, Ryan Henshaw State Farm

2016-2017 YCDBA COMMITTEE CHAIRS AND MEMBERS

Executive/Finance

Chair: Cindy Paine - *Jerry's Stereo*
Joe Federico - *The Happy Viking*
Chanda Carleton – *Sopa Thai Cuisine*
Angela Butler - *Milani Optical*
Patty Phillips - *Bookkeeper*

Marketing/Beautification/Membership

Chair: Sarah Lucas – *Poppies*
Joe Federico – *The Happy Viking*
Ryan Henshaw -*Henshaw State Farm*
Zanaida Akins - *Coordinator*

Events

Chair: Fotine HalikasKopriva –
[32] Squared Catering & Event Services
Angela Butler- *Milani Optical*
David Holycross - *Holycross Memorial*
Services, Inc.
Cindy Paine – *Jerry's Stereo*
Stephanie Bateman -*Pelton 's Party*
Rentals & Supplies
Cashalyn Gilliss - *Crosspointe Books &*
Gifts
Chanda Carleton – *Sopa Thai Cuisine*
Zanaida Akins - *Coordinator*

Exhibit D

Yuba City Downtown Business Association Recap of the 2017 Strategic Planning Meeting

- **Saturday September 24th, 8am at Fotine's Event Center**
- The Board members of the Yuba City Downtown Business Association met for its Annual Planning Meeting on Saturday, September 24th.
- Members Present: Cindy Paine, Joe Federico, Angela Butler, Chanda Carlton, Fotine HalikasKopriva, David Holycross, Cashalyn Gillis, Ryan Henshaw and Sara Lucas. Stephanie Bateman was absent.
- Cindy Paine reviewed with the Board the DBA Mission Statement and asked Board members if anyone felt like it needed any updates or changes. It was concluded the mission statement is still appropriate.
- Cindy Paine reviewed the Boardmanship and history of the DBA with the Board. She encouraged the Board members to review the history and Policy and Procedures Manual.
- Cindy Paine and the Board reviewed the different committees and their responsibilities. We also finalized committee members for 2016-2017.
- Current Committee Chairs reviewed some things that had happened of the past year.

Committee Reports:

Executive/Finance

- The Executive Board hosts a strategic Board meeting the third Thursday of each month.
- Lee Ann Cimino resigned as Treasurer in January. She moved out of the area. Patty Phillips, the DBA Bookkeeper, took the interim position until the next election.
- Chanda Carleton with Sopa Thai Cuisine accepted the open position of Treasurer in August 2016

2015-2016 Accomplishments

- The DBA reduced Associate Member Dues from \$350 to \$250 in hopes of gaining more businesses in Yuba City and surrounding areas to partner with the downtown. Three new Associate Members joined.
- The DBA Board presented a letter to the city asking to work together on creating the right business mix for the future of downtown. Several Board members met with Steven Kroeger and Darin Gale to discuss concerns and ideas on ways to create a diverse shopping and entertainment district. The Board was also concerned specifically about medical marijuana dispensaries trying to open up downtown; as one recently opened in Marysville. The city manager stated there are already regulations in place to prevent that.
- Merchant collections have significantly decreased since we implemented the 90 day pay or go to collections policy.

Exhibit D

Goals for 2016-17

- We plan to generate enough money from flower bowl sponsors, associate member dues and the stroll events to increase the office coordinator hours up to 40 hours. The Board feels in order to effectively market downtown and events, we need a coordinator full time.
- The Board will be seeking bids on our landscaping contract this year.
- The Board will review past collections. There are funds available to attempt to collect old dues in collections with judgments.
- The Board wants to create a new letterhead for DBA correspondences listing the Board of Directors names.
- We also need an updated contact list of Board members and merchants.

Marketing Committee

- The Marketing Committee meets the second Thursday of every month.
- The Marketing Committee has experienced several changes this year.
- Allison Robinson took over the Marketing Chair in August 2015. Allison Robinson gave her resignation from the Board in August 2016.
- Sara Lucas, with Poppie's Apparel and Accessories, joined the DBA Board of Directors and accepted the Marketing Chair position for 2016-2017.

• **2015-16 Year Accomplishments**

- Continued walkabouts to increase communication with merchants and encourage more participation downtown
- Updated Downtown Plumas Street brochures
- Continued discussion with the City on attaching banner bracket arms for the lamp posts.
- Directional Parking signs updated and added
- Updated plants in flower bowls with \$1000 from the City of Yuba City
- Twilight Thursdays every 1st Thursday, live musicians on the street, stores open late.
- Certified Farmer's Market operated during Thursday night's Twilight Thursday and ended in Fall of 2015. It was not open for Twilight Thursday in 2016. There is no body available to operate at this time.
- Holiday Preview and Holiday Passport promotion, November 2015. Holiday Passport included 34 Plumas Street businesses donating \$25.00 gift certificates as a giveaway. Limited success for the Passport; however, those that participated were happy. Holiday Preview was well attended

Marketing Committee Goals for 2016-17 year

- Sarah Lucas is the new Chair.
- Sarah Lucas and committee members will work together on creating a new marketing plan/ schedule for the year.
- The Marketing plan is being reevaluated with new marketing and advertising strategies to be implemented. They will focus on marketing through frequent water bill flyers and group advertising opportunities as well as an increased presence in social media and updating of the website.
- Assist Events Committee on marketing several new small events. The first will be a men's holiday shopping night out.

Exhibit D

Events Committee

- The Events Committee meets the 4th Thursday of the month. Stroll Meetings are held every other Tuesday during stroll seasons.
- It is Fotine's 5th year serving as Events Chair.
- The DBA Events Committee oversees plans for two large community events, The Christmas Stroll and The Summer Stroll. The committee also presents several smaller events through the year.

2015-2016 Accomplishments

- The Christmas Stroll and the Summer Stroll both successful and profitable. The event is organized and run by Events Chair: Fotine HalikasKopriva and the DBA Coordinator, Zanaida Akins. She is assisted by the event committee members, and volunteers from various local non- profit organizations. The Board decided to pay Fotine HalikasKopriva a very reasonable fee to compensate for the extreme amount of time it takes to put on a stroll event.

2016-2017 Goals

- The Events Committee working with the Marketing Committee has created two holiday events. The first, Holiday Open House, November 3rd replaces Holiday Preview.
- The Committee will also work on creating several other events for the street. One new event, Wise Men's Shopping Night, is scheduled for Thursday, December 15th.
- The Board would like to work on purchasing large tents for events. Renting the tents is one of the largest expenses for our strolls.
- The Board would like to purchase 8 to 12 lit wreaths and bows to decorate the lamp poles for the holiday season.

Board Activity for 2016

- **January-** The DBA Treasurer, Lee Ann Cimino resigned from the Board because of relocation. The Treasures seat will remain Open until the next election. Patty Phillips will serve as the interim Treasurer.
- **February-** Walk About, Corner Bistro opened for business
- **March-** DBA Board members met with Darin Gale and City Manager, Steven Kroeger to discuss the future of downtown and creating the ideal business mix for a downtown shopping and entertainment district.
- The Board also voted to lower Associate Member Dues to \$250 from \$350, in hopes of gaining more community membership.
- **April-** Twilight Thursday season begins. Every first Thursday through October.
- **May-** New directional parking signs went up, as requested. Twilight Thursday.
- **June-** Board Elections, Summer Stroll, Twilight Thursday
- **July-** Shipwrecked on Plumas Street Event hosted by the local 20/30 Club, Twilight Thursday, 2016-2017 DBA Board of Directors sworn in.
- **August-** Twilight Thursday, DBA Yearly Planning Meeting
- **September-** Walk About, Twilight Thursday, Sawyer's Sweet Spot opened, Rob Klotz Mobile Detail opened
- **October-** Annual Report, last Twilight Thursday
- **November-** Holiday Open House Shopping Night
- **December-** Christmas Stroll, "Wise" Men's Shopping Night

**AMOUNT OF SURPLUS/DEFICIT REVENUES TO BE CARRIED OVER
FROM FY 2015-2016**

(See Attached Budget Report)

ESTIMATED REVENUES FY 2016

(See Attached Budget Report)

AGING ACCOUNTS RECEIVABLE - COLLECTIONS

(See Attached Report)

ESTIMATED COST OF IMPROVEMENTS AND ACTIVITIES FY 2016

(See Attached Budget Report)

DISTRICT ASSESSMENT FORMULA

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

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

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

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

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

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

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

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

Yuba City Downtown Business Association					
Expected Annual Dues					
For the Year 2017					
Member Name	Type	Amount	DBA Members	Associate Members	Projected Uncollectible
AAA Insurance	Associate	250.00		250.00	
Acambaro Bakery	Retail, Restaurant	385.00	385.00	-	-
Alcoholics Anonymous-Waived	Professional	-	-	-	-
BFS Printing	Retail, Restaurant	385.00	385.00	-	-
Bird's Eye View	Retail, Restaurant	385.00	385.00	-	-
Black Heart Tattoo Studio	Retail, Restaurant	385.00	385.00	-	-
Blush	Retail, Restaurant	385.00	385.00	-	-
Bombshell Salon	Retail, Restaurant	385.00	385.00	-	385.00
Butler Cleaners & Laundry	Retail, Restaurant	385.00	385.00	-	-
CC Cellar & Sudz	Retail, Restaurant	385.00	385.00	-	-
Chikara Sushi	Retail, Restaurant	385.00	385.00	-	-
Cilantro International Restaurant	Retail, Restaurant	180.00	180.00	-	-
Community Resource Services	Professional	350.00	350.00	-	-
Creative Interiors	Retail, Restaurant	385.00	385.00	-	-
Crosspointe Christian Books & Gifts	Retail, Restaurant	385.00	385.00	-	-
Cupcake Magic	Retail, Restaurant	385.00	385.00	-	-
Daisy Chain Salon	Retail, Restaurant	180.00	180.00	-	-
Discoteca Vallarta	Retail, Restaurant	385.00	385.00	-	-
Don's Shoes	Retail, Restaurant	385.00	385.00	-	-
Dr. James Ellis	Professional	350.00	350.00	-	-
Enterprise Rancheria	Associate	250.00		250.00	
Estrada Engineering	Professional	350.00	350.00	-	-
Europa Gifts	Retail, Restaurant	385.00	385.00	-	385.00
Express Personnel	Associate	250.00	-	250.00	-
Fotine's	Retail, Restaurant	385.00	385.00	-	-
Fremont-Rideout	Professional	180.00	180.00	-	-
Gaiser Pets Inc.	Retail, Restaurant	560.00	560.00	-	-
Gotta Luv Books	Retail, Restaurant	385.00	385.00	-	-
Grocery Outlet	Associate	250.00	-	250.00	-
Hair Productions	Retail, Restaurant	385.00	385.00	-	-
Heart N Soul Tattoos	Retail, Restaurant	385.00	385.00	-	-
Hola Tax Services	Professional	385.00	385.00	-	385.00
Holycross Memorial Services	Associate	250.00	-	250.00	-
Huckins Building	Associate	250.00	-	250.00	-
Integrated Health	Professional	180.00	180.00	-	-
J's Party Rentals	Associate	250.00	-	250.00	-
Jerry's Auto Stereo	Retail, Restaurant	385.00	385.00	-	-
Joyeria & Novedades Espinoza	Retail, Restaurant	385.00	385.00	-	-
Justin's Kitchen	Retail, Restaurant	560.00	560.00	-	-
K Le Time	Retail, Restaurant	385.00	385.00	-	-
Klotz Mobile Detail	Professional	385.00	385.00	-	-
Korean Karate Academy	Retail, Restaurant	385.00	385.00	-	-
KV Nails	Retail, Restaurant	385.00	385.00	-	-
LBK Optical	Associate	250.00	-	250.00	-
Lee's Canton	Retail, Restaurant	385.00	385.00	-	-
Linda's Soda Bar	Retail, Restaurant	735.00	735.00	-	-
Lloyd's Barber Shop	Retail, Restaurant	385.00	385.00	-	-
Mathews Motors	Associate	250.00	-	250.00	-
McNally Appliance	Retail, Restaurant	560.00	560.00	-	-
Meagher & Tomlinson	Associate	250.00	-	250.00	-
Melissa Poma Hair	Retail, Restaurant	385.00	385.00	-	-
Milani Optical	Retail, Restaurant	385.00	385.00	-	-
Neveria la Guadalupana	Retail, Restaurant	385.00	385.00	-	-
New Wave Hearing Aid Center	Retail, Restaurant	385.00	385.00	-	-
Oro Jewelry & Loan	Retail, Restaurant	385.00	385.00	-	-
Obsidian Direct	Professional	350.00	350.00	-	-
Patricia Phillips EA	Associate	250.00	-	250.00	-
Pelton's Party Rental	Professional	560.00	560.00	-	-
Perrin - Preus Financial	Professional	350.00	350.00	-	-
Pick-A-Peck Kitchens	Retail, Restaurant	180.00	180.00	-	-
Poppies	Retail, Restaurant	385.00	385.00	-	-
Quality Consignments	Retail, Restaurant	385.00	385.00	-	-
Queen Penny Tires	Retail, Restaurant	180.00	180.00	-	-
Robert Estrada Engineering	Professional	350.00	350.00	-	-
Royal Jewelers	Retail, Restaurant	385.00	385.00	-	-
Recology Yuba-Sutter	Associate	250.00	-	250.00	-
Results Radio	Associate	250.00	-	250.00	-
Righteous Ink	Retail, Restaurant	385.00	385.00	-	385.00
Rose Insurance Agency Inc	Professional	180.00	180.00	-	-
Ryan Henshaw State Farm	Professional	350.00	350.00	-	-
Sawyer's Sweet Spot	Retail, Restaurant	385.00	385.00	-	-
Shadd's Vacuum Service	Professional	180.00	180.00	-	-
Soccer City	Retail, Restaurant	385.00	385.00	-	-
Sopa Thai Cuisine	Retail, Restaurant	385.00	385.00	-	-
Stanton Optical	Retail, Restaurant	560.00	560.00	-	-
Studio 622 and Salon	Retail, Restaurant	385.00	385.00	-	-
Subway	Retail, Restaurant	385.00	385.00	-	-
Sutter Buttes Brewing	Retail, Restaurant	285.00	285.00	-	-
Sutter Buttes Real Estate	Professional	350.00	350.00	-	-
Sutter Community Bank	Financial Institution	875.00	875.00	-	-
Sutter North Medical	Associate	250.00	-	250.00	-
Teegarden House Event Center	Retail, Restaurant	385.00	385.00	-	-
The City Cafe	Retail, Restaurant	560.00	560.00	-	-
The Cookie Tree	Associate	250.00	-	250.00	-
The Corner American Bistro	Retail, Restaurant	385.00	385.00	-	-
The Crave	Associate	250.00	-	250.00	-
The Frame Shop	Retail, Restaurant	180.00	180.00	-	-
The Happy Viking	Retail, Restaurant	735.00	735.00	-	-
Treasures and More	Retail, Restaurant	385.00	385.00	-	-
Twin Cities Floor Covering	Retail, Restaurant	385.00	385.00	-	-
Twin Rivers Polaris	Associate	350.00	-	350.00	-
Valley Fair Realty Co.	Professional	180.00	180.00	-	-
Wheeler Chevrolet	Associate	250.00	-	250.00	-
Wilbur Ellis Company	Professional	180.00	180.00	-	-
Yuba City Florist Inc.	Retail, Restaurant	385.00	385.00	-	-
Yuba-Sutter Chamber of Commerce	Associate	250.00	-	250.00	-
Totals		\$ 33,715.00	\$ 28,865.00	\$ 4,850.00	\$ 1,540.00

10:01 AM

10/03/16

Yuba City Business Improvement District

A/R Aging Summary

As of October 3, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
+ City of Yuba City	5,000.00	0.00	0.00	0.00	0.00	5,000.00
+# Nissan of YC	5,000.00	0.00	0.00	0.00	0.00	5,000.00
+# Phillips, EA	25.00	0.00	0.00	0.00	0.00	25.00
Hair Productions	250.00	0.00	0.00	0.00	0.00	250.00
Korean Karate	0.00	0.00	0.00	0.00	2.50	2.50
Poppies	25.00	0.00	0.00	0.00	0.00	25.00
Ryan Henshaw Ins	250.00	0.00	0.00	0.00	0.00	250.00
Sawyers Sweet Spot	0.00	96.25	0.00	0.00	0.00	96.25
Suncrest Bank	250.00	0.00	0.00	0.00	0.00	250.00
Sutter Buttes Real Estate	0.00	0.00	0.00	0.00	100.00	100.00
TOTAL	10,800.00	96.25	0.00	0.00	102.50	10,998.75

Yuba City Business Improvement District
A/R Aging Summary
 As of October 3, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
**Cantrill, Judy 2009	0.00	0.00	0.00	0.00	135.00	135.00
**Creative Home Loans 2007	0.00	0.00	0.00	0.00	661.00	661.00
**Gina's Studs & Tattoos	0.00	0.00	0.00	0.00	3,819.00	3,819.00
**The Finishing Touch 2008	0.00	0.00	0.00	0.00	1,975.00	1,975.00
**This N That 2008	0.00	0.00	0.00	0.00	486.00	486.00
**Underground 2009	0.00	0.00	0.00	0.00	926.27	926.27
*Anderson's Sports 2014	0.00	0.00	0.00	0.00	256.42	256.42
*Bird's Eye View 2015	0.00	0.00	0.00	0.00	506.99	506.99
*Bombshell Salon 2016	75.00	0.00	0.00	38.50	577.50	691.00
*Captain's Table 2011	0.00	0.00	0.00	0.00	715.50	715.50
*City Cafe - Boutilier/Kolos	0.00	0.00	0.00	0.00	787.99	787.99
*Computer Works 2010	0.00	0.00	0.00	0.00	452.00	452.00
*D'Michaels 2014	0.00	0.00	0.00	0.00	1,102.82	1,102.82
*Gina's Studs & Tattoos 2010	0.00	0.00	0.00	0.00	928.50	928.50
*Gina's Studs & Tattoos 2011	0.00	0.00	0.00	0.00	791.50	791.50
*Heart-N-Soul Tattoo 2010	0.00	0.00	0.00	0.00	1,102.61	1,102.61
*Heart-N-Soul Tattoo 2011	0.00	0.00	0.00	0.00	791.50	791.50
*Hola 2014	0.00	0.00	0.00	0.00	560.50	560.50
*Hola 2015	75.00	0.00	0.00	38.50	924.00	1,037.50
*Hola 2016	75.00	0.00	0.00	38.50	577.50	691.00
*Jilian's 2012	0.00	0.00	0.00	0.00	945.50	945.50
*Kaffe T' Latta / Smokin' Joes 2011	0.00	0.00	0.00	0.00	945.50	945.50
*La Habana 2014	0.00	0.00	0.00	0.00	294.00	294.00
*La Habana 2014-15	0.00	0.00	0.00	0.00	555.00	555.00
*La Plazita Foods 2010	0.00	0.00	0.00	0.00	714.50	714.50
*Native Skate Shop 2013	0.00	0.00	0.00	0.00	650.27	650.27
*Obsidian Direct 2014	0.00	0.00	0.00	0.00	539.06	539.06
*Pelton's Party Rentals 2011-12	0.00	0.00	0.00	0.00	2,020.00	2,020.00
*Righteous Ink 2012	0.00	0.00	0.00	0.00	26.13	26.13
*Righteous Ink 2014	0.00	0.00	0.00	0.00	1,423.00	1,423.00
*Righteous Ink 2015	0.00	0.00	0.00	0.00	522.00	522.00
*Righteous Ink 2016	75.00	0.00	0.00	38.50	577.50	691.00
*Tamale World 2015	120.00	0.00	0.00	28.87	692.93	841.80
*The Spur 2009-10	0.00	0.00	0.00	0.00	1,475.60	1,475.60
*The Spur 2011	0.00	0.00	0.00	0.00	945.50	945.50
*The Spur 2012	0.00	0.00	0.00	0.00	945.50	945.50
*The Spur 2013	0.00	0.00	0.00	0.00	992.50	992.50
*ThinkComputing 2013	0.00	0.00	0.00	0.00	525.00	525.00
*ThinkComputing 2015	0.00	0.00	0.00	0.00	423.50	423.50
*Total Image Salon 2011	0.00	0.00	0.00	0.00	393.64	393.64
*Town Pump 2011	0.00	0.00	0.00	0.00	522.00	522.00
*Town Pump 2012	0.00	0.00	0.00	0.00	945.50	945.50
*Town Pump 2013	0.00	0.00	0.00	0.00	1,022.50	1,022.50
*Wholesale Plus Furn 2012	0.00	0.00	0.00	0.00	715.50	715.50
*YC Jewelers 2011	0.00	0.00	0.00	0.00	547.52	547.52
TOTAL	420.00	0.00	0.00	182.87	37,437.25	38,040.12

**YCDBA
BUDGET 2017**

			Projected Budget
		Association receipts/Income:	
		BID dues - Estimated	\$ 28,865.00
		Associate member dues	4,850.00
		Allowance for Losses on Delinquent Accts	(5,000.00)
		Collection on Delinquent Accts	1,500.00
		Income from Downtown Events	\$ 70,000.00
		Beautification Sponsorships	2,000.00
		Redevelopment Contribution	-
		Total association receipts	\$ 102,215.00
		Association expenses:	
		Bank service charges	\$ 150.00
		Board Training & Seminar Expenses	500.00
		Bookkeeping expense & tax preparation	4,400.00
		Business meeting expense	200.00
		Dues & Subcriptions	350.00
		Insurance/Permits	4,200.00
		Office supplies & computer supplies	1,000.00
		Postage and mailing costs:	-
		Post Office box rental	70.00
		Postage & delivery	400.00
		Collections/Small Claims expense	850.00
		Commercial Marketing/Advertising & Promotion	9,000.00
		Consultants:	-
		30 hours a week*	30,000.00
		Extra staff/hours for events**	2,160.00
		Entertainment at Events	13,500.00
		Equipment Rental	3,500.00
		Maintenance	400.00
		Marketing Logo expenses	-
		Misc	500.00
		Mixer/annual meeting	400.00
		Newsletter	-
		Non-profit status fees & costs	35.00
		Other Event Expenses	10,500.00
		Printing & Reproduction	3,500.00
		Rent	2,100.00
		Security	5,000.00
		Street & Flowerbowl Maintenance	3,500.00
		Street Décor	3,500.00
		Telephone costs	1,200.00
		Website & Social Media Expenses	1,000.00
		Total association expenses	\$ 101,915.00
		Estimated Operation Gain (Loss)	300.00
		* \$20 per hour * 30 hours per week for 50 weeks	

Yuba City Business Improvement District
Balance Sheet
As of October 3, 2016

	Oct 3, 16
ASSETS	
Current Assets	
Checking/Savings	
Sutter Community Bank	47,842.45
Total Checking/Savings	47,842.45
Other Current Assets	
ACCOUNTS RECEIVABLE	22,702.08
Allowance for Doubtful Accounts	(16,855.63)
NACC-TEL Shares	1,053.00
Security Deposit	150.00
Total Other Current Assets	7,049.45
Total Current Assets	54,891.90
Fixed Assets	
Accum Depr	(1,221.40)
Furn & Equipment	3,411.55
Total Fixed Assets	2,190.15
TOTAL ASSETS	57,082.05
LIABILITIES & EQUITY	
Equity	
Retained Earnings	45,910.54
Net Income	11,171.51
Total Equity	57,082.05
TOTAL LIABILITIES & EQUITY	57,082.05

**Yuba City Business Improvement District
Profit & Loss by Class
January 1 through October 3, 2016**

	2016 Summer Stroll	2016 Xmas Stroll	Association	Beautification	TOTAL
Ordinary Income/Expense					
Income					
Associate Member Dues	0.00	0.00	4,832.50	0.00	4,832.50
BID Dues	0.00	0.00	27,223.77	0.00	27,223.77
Event - Insurance	175.00	75.00	0.00	0.00	250.00
Event - Sponsorships	15,713.00	0.00	0.00	0.00	15,713.00
Income - Vendor Booths	13,226.00	1,025.00	0.00	0.00	14,251.00
Income - DBA Special Events	2,137.00	0.00	0.00	0.00	2,137.00
Income - Miscellaneous Services	0.00	0.00	1,211.14	0.00	1,211.14
Sponsorships	0.00	0.00	0.00	750.00	750.00
Total Income	31,251.00	1,100.00	33,267.41	750.00	66,368.41
Gross Profit	31,251.00	1,100.00	33,267.41	750.00	66,368.41
Expense					
Adver, Marketing & Promo	3,299.03	0.00	515.56	0.00	3,814.59
Annual Membership Meeting	0.00	0.00	333.14	0.00	333.14
Band & Entertainment Expense	3,950.00	0.00	110.59	0.00	4,060.59
Bank Service Charges	252.75	0.00	0.00	0.00	252.75
Beautification / St Mitnce	0.00	0.00	2,250.00	4.84	2,254.84
Business Meeting Expenses	0.00	0.00	12.90	0.00	12.90
Collection Fees & Expenses	0.00	0.00	115.00	0.00	115.00
Dues and Subscriptions	0.00	0.00	345.00	0.00	345.00
Equipment Rental	3,099.23	0.00	0.00	0.00	3,099.23
Event Expense	5,584.85	0.00	0.00	0.00	5,584.85
Insurance	1,461.85	0.00	3,366.18	0.00	4,828.03
Licenses and Permits	25.00	0.00	0.00	0.00	25.00
Office Supplies	0.00	0.00	700.37	0.00	700.37
Postage and Delivery	22.72	0.00	173.32	0.00	196.04
Printing and Reproduction	1,408.63	0.00	1,645.57	152.71	3,206.91
Professional Fees	5,381.00	420.00	16,622.86	0.00	22,423.86
Rent	250.00	0.00	1,750.00	0.00	2,000.00
Security	825.00	0.00	0.00	0.00	825.00
Small Claims Filing	0.00	0.00	320.00	0.00	320.00
Supplies	89.90	0.00	0.00	0.00	89.90
Taxes	0.00	0.00	0.00	0.00	0.00
Telephone Expense	0.00	0.00	1,156.05	0.00	1,156.05
Web Page Expense	0.00	0.00	438.34	0.00	438.34
Total Expense	25,649.96	420.00	29,854.88	157.55	56,082.39
Net Ordinary Income	5,601.04	680.00	3,412.53	592.45	10,286.02
Other Income/Expense					

**Yuba City Business Improvement District
Profit & Loss by Class
January 1 through October 3, 2016**

	2016 Summer Stroll	2016 Xmas Stroll	Association	Beautification	TOTAL
Other Income					
Interest Income	0.00	0.00	34.12	0.00	34.12
Other Income	0.00	0.00	40.00	0.00	40.00
Reimbursed Expenses	0.00	0.00	652.50	0.00	652.50
Small Claims Cost Reimb	0.00	0.00	168.87	0.00	168.87
Total Other Income	0.00	0.00	895.49	0.00	895.49
Other Expense					
Franchise Tax	0.00	0.00	10.00	0.00	10.00
Penalty	0.00	0.00	0.00	0.00	0.00
Total Other Expense	0.00	0.00	10.00	0.00	10.00
Net Other Income	0.00	0.00	885.49	0.00	885.49
Net Income	5,601.04	680.00	4,298.02	592.45	11,171.51

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DECLARING ITS INTENTION TO LEVY AND COLLECT AN ANNUAL ASSESSMENT
FOR CALENDAR YEAR 2017 IN THE DOWNTOWN YUBA CITY BUSINESS
IMPROVEMENT DISTRICT AND SETTING A PUBLIC HEARING FOR
DECEMBER 20, 2016**

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

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

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

WHEREAS, the Advisory Board has filed the Annual Report for calendar year 2016 with the City Clerk for consideration by the Yuba City City Council.

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

1. The recitals set forth herein are true and correct.
2. The City Council does, at the request of the Advisory Board, and pursuant to the Act, declare its intention to levy and collect assessments within the District for calendar year 2017.
3. Revenue from the assessments levied in the District shall be used to fund improvements and activities to promote the District. The types of activities to be funded include promotion of public events in the District, promotion of tourism within the District, and activities that benefit businesses located and operating in the District.
4. The 2016 Annual Report contains a full and detailed description of the improvements and activities to be provided for in calendar year 2017, the boundaries of the District and boundaries of each separate benefit zone within the District, and the proposed assessments to be levied upon the businesses within the area. A true and correct copy of the Annual Report is on file with the City Clerk of the City of Yuba City.
5. A public hearing to levy the annual assessment is hereby set for Tuesday, December 16, 2016, at 6:00 p.m. before the City Council of the City of Yuba City at the City Council Chambers located at 1201 Civic Center Boulevard, Yuba City, California.

6. At the public hearing the testimony of all interested persons, for or against the levying of the proposed assessment will be heard. A protest against the levying of the proposed assessment may be made orally or in writing. An oral protest shall be made at the public hearing. The form and manner of protests must comply with Sections 36524 and 36525 of the Act.
7. If at the conclusion of the public hearing, there are of record, valid written protests by the owners of the businesses within the District that will pay fifty percent (50 percent) or more of the total assessments of the entire District, no further proceedings, to levy the proposed assessment shall be taken for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council.
8. Further information regarding the Downtown Yuba City Business Improvement District may be obtained from the City Clerk of the City of Yuba City at 1201 Civic Center Boulevard, Yuba City, California, or from the President of the Yuba City Downtown Business Association, Cindy Paine, at Teegarden House, 731 Plumas Street, Yuba City, California.
9. The City Clerk is instructed to provide notice of the public hearing by publishing this Resolution of Intention in a newspaper of general circulation in the City of Yuba City no less than seven (7) days before the hearing.
10. This Resolution is effective on its adoption.

I HEREBY CERTIFY that the foregoing resolution was introduced and read at a Regular Meeting of the City Council of the City of Yuba City on the 17th day of November, 2016, and was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

John Buckland, Mayor

ATTEST:

Terrel Locke, Chief Deputy City Clerk

Yuba City
Downtown Business
Association
Annual Report
2016



EXHIBIT A

November 1, 2016

Mayor Buckland
City of Yuba City
1201 Civic Center Blvd.
Yuba City, CA 95993

Dear Mayor Buckland and Members of the City Council,

The Yuba City Downtown Business Association (DBA) has had what we consider another successful year.

We renewed our contract with Zanaida Akins of Zanaida Akins Marketing Strategies coordinating the day-to-day operations of the DBA. Besides the day-to-day operations, Zanaida concentrated on an increased marketing effort for the Downtown as well as continued to work with the Committees exploring ways to increase events and activities giving the community more opportunities to visit and shop the area.

We continue our efforts to offer entertainment to the residences of the area, along with attracting out-of-towners. Our Christmas and Summer strolls are designed to both, bring people downtown to promote the street and provide a free community event; both a success. Christmas Stroll 2015 was voted "Favorite Yuba Sutter Event" by our Community. The Strolls continue to be managed by an events committee, strongly lead by Chairperson Fotine HalikasKopriva, and along with the help of our Coordinator, Zanaida.

Our Marketing Committee continued efforts to improve strong communication and commitment from and for our membership. Our new Marketing Committee Chair, Sarah Lucas joined the Board in July and is committed to creating more marketing opportunities throughout the year.

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

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

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

Sincerely,

Cynthia Paine
President, Yuba City Downtown Business Association

To: Honorable Mayor and members of the City Council
Cc: Steven Kroeger, City Manager
From: Board of Directors - Yuba City Downtown Business Association
RE: Annual Report -Fiscal Year 2016
Date: November 1, 2016

1. NAME: Yuba City Downtown Business Association
2. FISCAL YEAR: January 1, 2016 to December 31, 2016
3. BOUNDARY/ZONE CHANGES: None (See existing boundaries on Exhibit B)
4. ACCOMPLISHMENTS OF YUBA CITY DOWNTOWN BUSINESS ASSOCIATION DURING 2016: (See Exhibit B)
5. LIST OF 2016-17 YCDBA DIRECTORS AND COMMITTEE MEMBERS (See Exhibit C)
6. PROPOSED IMPROVEMENTS AND ACTIVITIES (FY 2016) (See Exhibit D)
7. ESTIMATED COST OF IMPROVEMENTS AND ACTIVITIES (FY 2016) (See Annual Budget on Exhibit E)
8. AMOUNT OF SURPLUS/DEFICIT REVENUES TO BE CARRIER OVER FROM FY 2016-2017 (See Annual Budget on Exhibit E)
9. ESTIMATED REVENUES (FY2017) (See Annual Budget on Exhibit E)
10. AGING ACCOUNTS RECEIVABLE-COLLECTIONS
11. BASIS OF ASSESSMENT (FY2017)
12. (See Self-Computation Form for Assessment Fees on Exhibit F)

EXHIBIT B

Yuba Cit1 j - Downtown Plumas Street Area

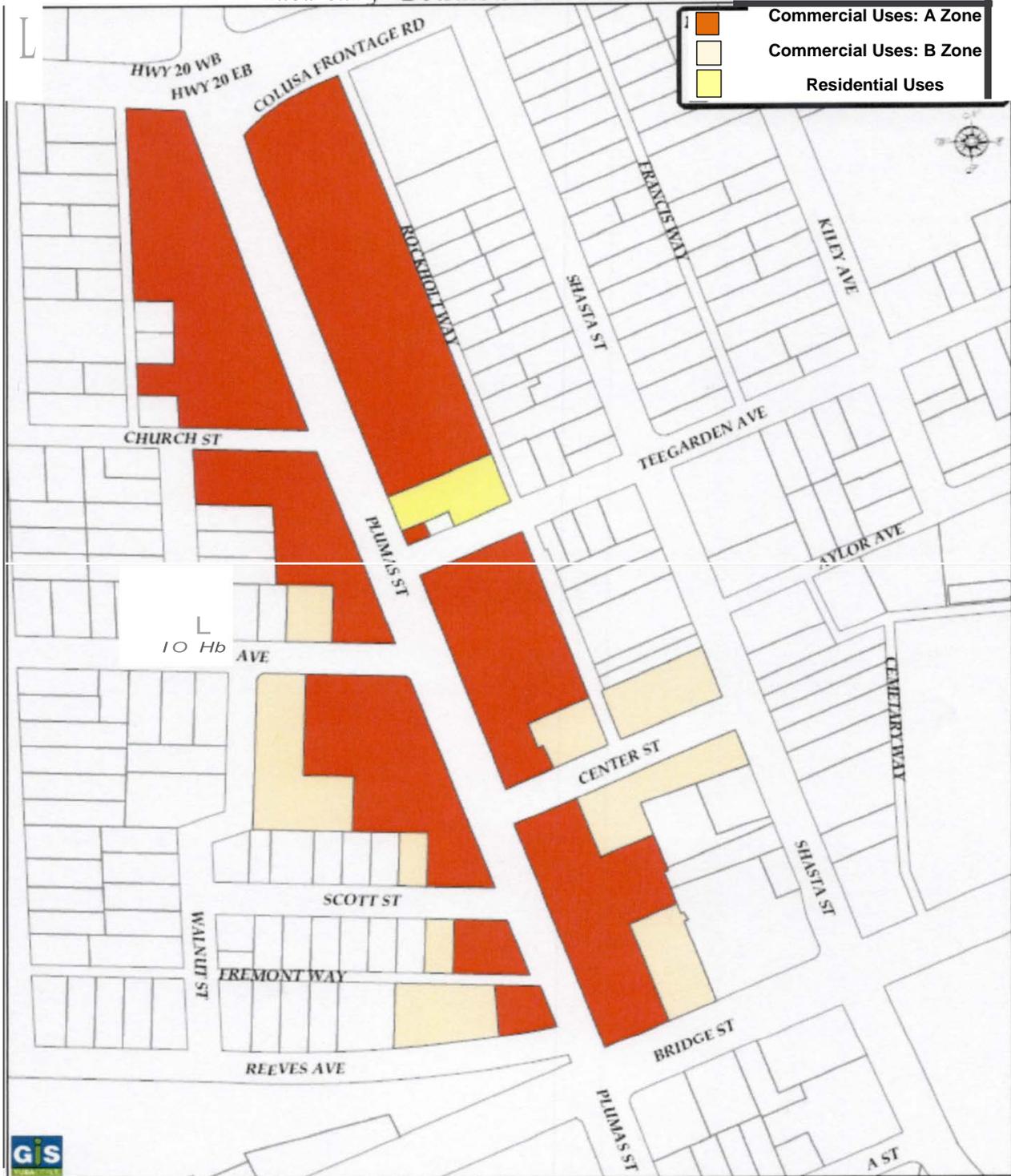


EXHIBIT B

2016 Accomplishments of the **Yuba City Downtown Business Association** **Mission of the Organization:**

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

Executive/Finance Committee Accomplishments for 2016

- ***City of Yuba City***
 - Attended City Council meetings when issues of downtown are on the agenda. A representative from the DBA Board would present to the Council when necessary. Updated members of the association as needed to items pertaining to the downtown via email, newsletter and direct mail.
 - Presented Annual BID Renewal Report in November 2015

- ***Community Involvement***
 - April
Twilight Thursday (monthly through November) Shopping, live music and an artist reception at The Theater Gallery
 - June
Yuba City Downtown Summer Stroll, free community event
 - November
Holiday Open House as the final "Twilight Thursday"
 - December
"Santa's Village" Christmas Stroll, free community event
"Wise" Men's Shopping Night

- ***Memberships***
 - Yuba-Sutter Chamber of Commerce

- ***DBA***
 - DBA President Cynthia Paine keeps the organization moving forward
 - Maintained active Board of Directors and active committees
 - Renewed Contract with Zanaida Akins Marketing Strategies through 2017, to continue administrative/events coordinator duties
 - The Board meets 3 times monthly, outside the normal board meeting, primarily for the purpose of individual committee strategy planning- Executive/Marketing/Events

EXHIBIT B

Finance

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

Accomplishments 2016

- The DBA Board members voted to reduce the Associate Member dues from \$350 to \$250 to retain as well as generate Associate Membership. Three new Associate Members joined.
- Partnership with the City handing out information on the BID along with the issuance of the Business License for business owners in the BID on Plumas Street
- Established 2017 with the assistance of the bookkeeper

Events Committee's Accomplishments for 2016

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

This event was managed entirely by the Downtown Business Association, with the assistance of Zanaida Akins as DBA Coordinator. The event took place on December 12th from 2pm-9pm and included a Christmas Tree Decorating contest, free entertainment kids zone, Christmas Parade and Official Downtown Tree Lighting ceremony, pictures with Santa, reading with Mrs. Claus and more. A total of 119 vendors participated.



Christmas Stroll

This event was managed by the Downtown Business Association with the assistance of Zanaida Akins as DBA coordinator. The event took place Saturday, June 18th, from 2pm-9pm and featured a "Fun in the Sun" theme. Vendor participation was better than 2015 with 118 vendors participating. There were 4 stage areas of entertainment, the Beer Garden sponsored by The Happy Viking, Dr. Solar's Medicine Show, and the addition of Roseville Pedicabs and Bar Bike.



EXHIBIT B

Marketing Committee Accomplishments for 2016

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

- **Downtown Marketing**
- DBA Committee decided on the following Marketing Plan:
- Continue to manage content internally on Website
- Monthly Plumas Street page in the Appeal-Democrat, prominent advertising for signature Stroll events
- Increase social media presence on Facebook/YouTube/Pinterest/Instagram, promoting individual businesses, specials and the events
- Quarterly Newsletter highlighting businesses and events

Directories

- 2016/2017 Participating Member directory was updated and reprinted in April 2016

Associate Members

- *The DBA has 21 Associate Member businesses. These are businesses that are not located downtown, however want to be a part of and show their support, for the downtown district. The following are DBA Associate Members:*
- *Enterprise Rancheria*
- *Cal-Yuba Investments*
- *City of Yuba City*
- *Express Employment Professionals*
- *Mathews Motors*
- *Millennium Family Entertainment Center*
- *Meagher & Tomlinson*
- *Patricia Phillips E.A*
- *Recology Yuba-Sutter*
- *Results Radio*
- *Sutter North Medical*
- *The Cookie Tree*
- *J's Party Rentals*
- *Twin Rivers Polaris*
- *Wheeler Chevrolet*
- *Yuba Sutter Chamber of Commerce*
- *AAA*
- *Huckins Family Trust*
- *Holycross Memorial Services*
- *The Crave, Gourmet Gifts*
- *LBK Optical*

EXHIBIT B

Annual Meeting

- The meeting was held at Sopa Thai Cuisine on Wednesday July 20th. Thank you, Vice-Mayor, Stan Cleveland for addressing the meeting along with swearing in the new 2016-2017 DBA Board members. Also, we would like to thank City Council member Preet Dibald for attending the annual meeting.

Welcome Packages

- Provided New Business Welcome Packages to new merchants in the District. This included information on the Business Improvement District, City information and small business information.
- **3 new businesses were welcomed in 2016**
The Corner American Bistro
Neveria La Guadalupana
[32] Squared by Fotine's Catering & Event Services
Sawyer's Sweet Spot
- **The merchants that closed, relocated or retired during 2016**
Fotine's Simply Greek Café
Barefoot Spa
Sew So Shop

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

- Report to the Police Department on graffiti related incidents in Downtown
- Report abandoned shopping carts left in Downtown to legal owners
- Worked with the City to have the palm trees trimmed
- Planting the flower bowls twice a year
- Secured a maintenance contract with Dave Doolittle, Jr. Landscape and Maintenance to maintain the flower bowls and sidewalk plantings for weeds and trimming once a month for year.
- The "Adopt a Bowl" fundraiser to finance the maintenance on the flower bowls received donations from the following businesses:
 - Crosspointe Christian Books & Gifts
 - Holycross Memorial Services, Inc.
 - The Huckins Family Trust
 - McNally Appliances
 - Sopa Thai Cuisine

EXHIBIT B

Downtown Coordinator Accomplishments 2016

The Downtown Business Association contract with Zanaida Akins, independent contractor, (Zanaida Akins Marketing Strategies) was renewed and signed on August 15, 2016.

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

Accomplishments 2016

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

EXHIBIT C

**List of 2016 Directors and Committee Members of the Yuba City
Downtown Business Association**

2016-2017 YCDBA Officers

President -Cindy Paine, Jerry's Stereo
Vice President -Joe Federico, The Happy Viking
Treasurer –Chanda Carleton, Sopa Thai Cuisine
Secretary -Angela Butler, Milani Optical

2016-2017 YCDBA Board of Directors

Cashalyn Gilliss, Crosspointe Christian Books & Gifts
Fotine HalikasKopriva, [32] Squared Catering & Event
Services
David Holycross, Holycross Memorial Services, Inc.
Stephanie Bateman, Pelton's Party Rentals & Supplies
Sarah Lucas, Poppies Apparel and Accessories
Ryan Henshaw, Ryan Henshaw State Farm

2016-2017 YCDBA COMMITTEE CHAIRS AND MEMBERS

Executive/Finance

Chair: Cindy Paine - *Jerry's Stereo*
Joe Federico - *The Happy Viking*
Chanda Carleton – *Sopa Thai Cuisine*
Angela Butler - *Milani Optical*
Patty Phillips - *Bookkeeper*

Marketing/Beautification/Membership

Chair: Sarah Lucas – *Poppies*
Joe Federico – *The Happy Viking*
Ryan Henshaw -*Henshaw State Farm*
Zanaida Akins - *Coordinator*

Events

Chair: Fotine HalikasKopriva –
[32] Squared Catering & Event Services
Angela Butler- *Milani Optical*
David Holycross - *Holycross Memorial*
Services, Inc.
Cindy Paine – *Jerry's Stereo*
Stephanie Bateman -*Pelton 's Party*
Rentals & Supplies
Cashalyn Gilliss - *Crosspointe Books &*
Gifts
Chanda Carleton – *Sopa Thai Cuisine*
Zanaida Akins - *Coordinator*

Exhibit D

Yuba City Downtown Business Association Recap of the 2017 Strategic Planning Meeting

- **Saturday September 24th, 8am at Fotine's Event Center**
- The Board members of the Yuba City Downtown Business Association met for its Annual Planning Meeting on Saturday, September 24th.
- Members Present: Cindy Paine, Joe Federico, Angela Butler, Chanda Carlton, Fotine HalikasKopriva, David Holycross, Cashalyn Gillis, Ryan Henshaw and Sara Lucas. Stephanie Bateman was absent.
- Cindy Paine reviewed with the Board the DBA Mission Statement and asked Board members if anyone felt like it needed any updates or changes. It was concluded the mission statement is still appropriate.
- Cindy Paine reviewed the Boardmanship and history of the DBA with the Board. She encouraged the Board members to review the history and Policy and Procedures Manual.
- Cindy Paine and the Board reviewed the different committees and their responsibilities. We also finalized committee members for 2016-2017.
- Current Committee Chairs reviewed some things that had happened of the past year.

Committee Reports:

Executive/Finance

- The Executive Board hosts a strategic Board meeting the third Thursday of each month.
- Lee Ann Cimino resigned as Treasurer in January. She moved out of the area. Patty Phillips, the DBA Bookkeeper, took the interim position until the next election.
- Chanda Carleton with Sopa Thai Cuisine accepted the open position of Treasurer in August 2016

2015-2016 Accomplishments

- The DBA reduced Associate Member Dues from \$350 to \$250 in hopes of gaining more businesses in Yuba City and surrounding areas to partner with the downtown. Three new Associate Members joined.
- The DBA Board presented a letter to the city asking to work together on creating the right business mix for the future of downtown. Several Board members met with Steven Kroeger and Darin Gale to discuss concerns and ideas on ways to create a diverse shopping and entertainment district. The Board was also concerned specifically about medical marijuana dispensaries trying to open up downtown; as one recently opened in Marysville. The city manager stated there are already regulations in place to prevent that.
- Merchant collections have significantly decreased since we implemented the 90 day pay or go to collections policy.

Exhibit D

Goals for 2016-17

- We plan to generate enough money from flower bowl sponsors, associate member dues and the stroll events to increase the office coordinator hours up to 40 hours. The Board feels in order to effectively market downtown and events, we need a coordinator full time.
- The Board will be seeking bids on our landscaping contract this year.
- The Board will review past collections. There are funds available to attempt to collect old dues in collections with judgments.
- The Board wants to create a new letterhead for DBA correspondences listing the Board of Directors names.
- We also need an updated contact list of Board members and merchants.

Marketing Committee

- The Marketing Committee meets the second Thursday of every month.
- The Marketing Committee has experienced several changes this year.
- Allison Robinson took over the Marketing Chair in August 2015. Allison Robinson gave her resignation from the Board in August 2016.
- Sara Lucas, with Poppie's Apparel and Accessories, joined the DBA Board of Directors and accepted the Marketing Chair position for 2016-2017.

• **2015-16 Year Accomplishments**

- Continued walkabouts to increase communication with merchants and encourage more participation downtown
- Updated Downtown Plumas Street brochures
- Continued discussion with the City on attaching banner bracket arms for the lamp posts.
- Directional Parking signs updated and added
- Updated plants in flower bowls with \$1000 from the City of Yuba City
- Twilight Thursdays every 1st Thursday, live musicians on the street, stores open late.
- Certified Farmer's Market operated during Thursday night's Twilight Thursday and ended in Fall of 2015. It was not open for Twilight Thursday in 2016. There is no body available to operate at this time.
- Holiday Preview and Holiday Passport promotion, November 2015. Holiday Passport included 34 Plumas Street businesses donating \$25.00 gift certificates as a giveaway. Limited success for the Passport; however, those that participated were happy. Holiday Preview was well attended

Marketing Committee Goals for 2016-17 year

- Sarah Lucas is the new Chair.
- Sarah Lucas and committee members will work together on creating a new marketing plan/ schedule for the year.
- The Marketing plan is being reevaluated with new marketing and advertising strategies to be implemented. They will focus on marketing through frequent water bill flyers and group advertising opportunities as well as an increased presence in social media and updating of the website.
- Assist Events Committee on marketing several new small events. The first will be a men's holiday shopping night out.

Exhibit D

Events Committee

- The Events Committee meets the 4th Thursday of the month. Stroll Meetings are held every other Tuesday during stroll seasons.
- It is Fotine's 5th year serving as Events Chair.
- The DBA Events Committee oversees plans for two large community events, The Christmas Stroll and The Summer Stroll. The committee also presents several smaller events through the year.

2015-2016 Accomplishments

- The Christmas Stroll and the Summer Stroll both successful and profitable. The event is organized and run by Events Chair: Fotine HalikasKopriva and the DBA Coordinator, Zanaida Akins. She is assisted by the event committee members, and volunteers from various local non- profit organizations. The Board decided to pay Fotine HalikasKopriva a very reasonable fee to compensate for the extreme amount of time it takes to put on a stroll event.

2016-2017 Goals

- The Events Committee working with the Marketing Committee has created two holiday events. The first, Holiday Open House, November 3rd replaces Holiday Preview.
- The Committee will also work on creating several other events for the street. One new event, Wise Men's Shopping Night, is scheduled for Thursday, December 15th.
- The Board would like to work on purchasing large tents for events. Renting the tents is one of the largest expenses for our strolls.
- The Board would like to purchase 8 to 12 lit wreaths and bows to decorate the lamp poles for the holiday season.

Board Activity for 2016

- **January-** The DBA Treasurer, Lee Ann Cimino resigned from the Board because of relocation. The Treasures seat will remain Open until the next election. Patty Phillips will serve as the interim Treasurer.
- **February-** Walk About, Corner Bistro opened for business
- **March-** DBA Board members met with Darin Gale and City Manager, Steven Kroeger to discuss the future of downtown and creating the ideal business mix for a downtown shopping and entertainment district.
- The Board also voted to lower Associate Member Dues to \$250 from \$350, in hopes of gaining more community membership.
- **April-** Twilight Thursday season begins. Every first Thursday through October.
- **May-** New directional parking signs went up, as requested. Twilight Thursday.
- **June-** Board Elections, Summer Stroll, Twilight Thursday
- **July-** Shipwrecked on Plumas Street Event hosted by the local 20/30 Club, Twilight Thursday, 2016-2017 DBA Board of Directors sworn in.
- **August-** Twilight Thursday, DBA Yearly Planning Meeting
- **September-** Walk About, Twilight Thursday, Sawyer's Sweet Spot opened, Rob Klotz Mobile Detail opened
- **October-** Annual Report, last Twilight Thursday
- **November-** Holiday Open House Shopping Night
- **December-** Christmas Stroll, "Wise" Men's Shopping Night

**AMOUNT OF SURPLUS/DEFICIT REVENUES TO BE CARRIED OVER
FROM FY 2015-2016**

(See Attached Budget Report)

ESTIMATED REVENUES FY 2016

(See Attached Budget Report)

AGING ACCOUNTS RECEIVABLE - COLLECTIONS

(See Attached Report)

ESTIMATED COST OF IMPROVEMENTS AND ACTIVITIES FY 2016

(See Attached Budget Report)

DISTRICT ASSESSMENT FORMULA

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

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

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

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

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

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

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

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

Yuba City Downtown Business Association					
Expected Annual Dues					
For the Year 2017					
Member Name	Type	Amount	DBA Members	Associate Members	Projected Uncollectible
AAA Insurance	Associate	250.00		250.00	
Acambaro Bakery	Retail, Restaurant	385.00	385.00	-	-
Alcoholics Anonymous-Waived	Professional	-	-	-	-
BFS Printing	Retail, Restaurant	385.00	385.00	-	-
Bird's Eye View	Retail, Restaurant	385.00	385.00	-	-
Black Heart Tattoo Studio	Retail, Restaurant	385.00	385.00	-	-
Blush	Retail, Restaurant	385.00	385.00	-	-
Bombshell Salon	Retail, Restaurant	385.00	385.00	-	385.00
Butler Cleaners & Laundry	Retail, Restaurant	385.00	385.00	-	-
CC Cellar & Sudz	Retail, Restaurant	385.00	385.00	-	-
Chikara Sushi	Retail, Restaurant	385.00	385.00	-	-
Cilantro International Restaurant	Retail, Restaurant	180.00	180.00	-	-
Community Resource Services	Professional	350.00	350.00	-	-
Creative Interiors	Retail, Restaurant	385.00	385.00	-	-
Crosspointe Christian Books & Gifts	Retail, Restaurant	385.00	385.00	-	-
Cupcake Magic	Retail, Restaurant	385.00	385.00	-	-
Daisy Chain Salon	Retail, Restaurant	180.00	180.00	-	-
Discoteca Vallarta	Retail, Restaurant	385.00	385.00	-	-
Don's Shoes	Retail, Restaurant	385.00	385.00	-	-
Dr. James Ellis	Professional	350.00	350.00	-	-
Enterprise Rancheria	Associate	250.00		250.00	
Estrada Engineering	Professional	350.00	350.00	-	-
Europa Gifts	Retail, Restaurant	385.00	385.00	-	385.00
Express Personnel	Associate	250.00	-	250.00	-
Fotine's	Retail, Restaurant	385.00	385.00	-	-
Fremont-Rideout	Professional	180.00	180.00	-	-
Gaiser Pets Inc.	Retail, Restaurant	560.00	560.00	-	-
Gotta Luv Books	Retail, Restaurant	385.00	385.00	-	-
Grocery Outlet	Associate	250.00	-	250.00	-
Hair Productions	Retail, Restaurant	385.00	385.00	-	-
Heart N Soul Tattoos	Retail, Restaurant	385.00	385.00	-	-
Hola Tax Services	Professional	385.00	385.00	-	385.00
Holycross Memorial Services	Associate	250.00	-	250.00	-
Huckins Building	Associate	250.00	-	250.00	-
Integrated Health	Professional	180.00	180.00	-	-
J's Party Rentals	Associate	250.00	-	250.00	-
Jerry's Auto Stereo	Retail, Restaurant	385.00	385.00	-	-
Joyeria & Novedades Espinoza	Retail, Restaurant	385.00	385.00	-	-
Justin's Kitchen	Retail, Restaurant	560.00	560.00	-	-
K Le Time	Retail, Restaurant	385.00	385.00	-	-
Klotz Mobile Detail	Professional	385.00	385.00	-	-
Korean Karate Academy	Retail, Restaurant	385.00	385.00	-	-
KV Nails	Retail, Restaurant	385.00	385.00	-	-
LBK Optical	Associate	250.00	-	250.00	-
Lee's Canton	Retail, Restaurant	385.00	385.00	-	-
Linda's Soda Bar	Retail, Restaurant	735.00	735.00	-	-
Lloyd's Barber Shop	Retail, Restaurant	385.00	385.00	-	-
Mathews Motors	Associate	250.00	-	250.00	-
McNally Appliance	Retail, Restaurant	560.00	560.00	-	-
Meagher & Tomlinson	Associate	250.00	-	250.00	-
Melissa Poma Hair	Retail, Restaurant	385.00	385.00	-	-
Milani Optical	Retail, Restaurant	385.00	385.00	-	-
Neveria la Guadalupana	Retail, Restaurant	385.00	385.00	-	-
New Wave Hearing Aid Center	Retail, Restaurant	385.00	385.00	-	-
Oro Jewelry & Loan	Retail, Restaurant	385.00	385.00	-	-
Obsidian Direct	Professional	350.00	350.00	-	-
Patricia Phillips EA	Associate	250.00	-	250.00	-
Pelton's Party Rental	Professional	560.00	560.00	-	-
Perrin - Preus Financial	Professional	350.00	350.00	-	-
Pick-A-Peck Kitchens	Retail, Restaurant	180.00	180.00	-	-
Poppies	Retail, Restaurant	385.00	385.00	-	-
Quality Consignments	Retail, Restaurant	385.00	385.00	-	-
Queen Penny Tires	Retail, Restaurant	180.00	180.00	-	-
Robert Estrada Engineering	Professional	350.00	350.00	-	-
Royal Jewelers	Retail, Restaurant	385.00	385.00	-	-
Recology Yuba-Sutter	Associate	250.00	-	250.00	-
Results Radio	Associate	250.00	-	250.00	-
Righteous Ink	Retail, Restaurant	385.00	385.00	-	385.00
Rose Insurance Agency Inc	Professional	180.00	180.00	-	-
Ryan Henshaw State Farm	Professional	350.00	350.00	-	-
Sawyer's Sweet Spot	Retail, Restaurant	385.00	385.00	-	-
Shadd's Vacuum Service	Professional	180.00	180.00	-	-
Soccer City	Retail, Restaurant	385.00	385.00	-	-
Sopa Thai Cuisine	Retail, Restaurant	385.00	385.00	-	-
Stanton Optical	Retail, Restaurant	560.00	560.00	-	-
Studio 622 and Salon	Retail, Restaurant	385.00	385.00	-	-
Subway	Retail, Restaurant	385.00	385.00	-	-
Sutter Buttes Brewing	Retail, Restaurant	285.00	285.00	-	-
Sutter Buttes Real Estate	Professional	350.00	350.00	-	-
Sutter Community Bank	Financial Institution	875.00	875.00	-	-
Sutter North Medical	Associate	250.00	-	250.00	-
Teegarden House Event Center	Retail, Restaurant	385.00	385.00	-	-
The City Cafe	Retail, Restaurant	560.00	560.00	-	-
The Cookie Tree	Associate	250.00	-	250.00	-
The Corner American Bistro	Retail, Restaurant	385.00	385.00	-	-
The Crave	Associate	250.00	-	250.00	-
The Frame Shop	Retail, Restaurant	180.00	180.00	-	-
The Happy Viking	Retail, Restaurant	735.00	735.00	-	-
Treasures and More	Retail, Restaurant	385.00	385.00	-	-
Twin Cities Floor Covering	Retail, Restaurant	385.00	385.00	-	-
Twin Rivers Polaris	Associate	350.00	-	350.00	-
Valley Fair Realty Co.	Professional	180.00	180.00	-	-
Wheeler Chevrolet	Associate	250.00	-	250.00	-
Wilbur Ellis Company	Professional	180.00	180.00	-	-
Yuba City Florist Inc.	Retail, Restaurant	385.00	385.00	-	-
Yuba-Sutter Chamber of Commerce	Associate	250.00	-	250.00	-
Totals		\$ 33,715.00	\$ 28,865.00	\$ 4,850.00	\$ 1,540.00

10:01 AM

10/03/16

Yuba City Business Improvement District

A/R Aging Summary

As of October 3, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
+ City of Yuba City	5,000.00	0.00	0.00	0.00	0.00	5,000.00
+# Nissan of YC	5,000.00	0.00	0.00	0.00	0.00	5,000.00
+# Phillips, EA	25.00	0.00	0.00	0.00	0.00	25.00
Hair Productions	250.00	0.00	0.00	0.00	0.00	250.00
Korean Karate	0.00	0.00	0.00	0.00	2.50	2.50
Poppies	25.00	0.00	0.00	0.00	0.00	25.00
Ryan Henshaw Ins	250.00	0.00	0.00	0.00	0.00	250.00
Sawyers Sweet Spot	0.00	96.25	0.00	0.00	0.00	96.25
Suncrest Bank	250.00	0.00	0.00	0.00	0.00	250.00
Sutter Buttes Real Estate	0.00	0.00	0.00	0.00	100.00	100.00
TOTAL	10,800.00	96.25	0.00	0.00	102.50	10,998.75

Yuba City Business Improvement District A/R Aging Summary As of October 3, 2016

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
**Cantrill, Judy 2009	0.00	0.00	0.00	0.00	135.00	135.00
**Creative Home Loans 2007	0.00	0.00	0.00	0.00	661.00	661.00
**Gina's Studs & Tattoos	0.00	0.00	0.00	0.00	3,819.00	3,819.00
**The Finishing Touch 2008	0.00	0.00	0.00	0.00	1,975.00	1,975.00
**This N That 2008	0.00	0.00	0.00	0.00	486.00	486.00
**Underground 2009	0.00	0.00	0.00	0.00	926.27	926.27
*Anderson's Sports 2014	0.00	0.00	0.00	0.00	256.42	256.42
*Bird's Eye View 2015	0.00	0.00	0.00	0.00	506.99	506.99
*Bombshell Salon 2016	75.00	0.00	0.00	38.50	577.50	691.00
*Captain's Table 2011	0.00	0.00	0.00	0.00	715.50	715.50
*City Cafe - Boutilier/Kolos	0.00	0.00	0.00	0.00	787.99	787.99
*Computer Works 2010	0.00	0.00	0.00	0.00	452.00	452.00
*D'Michaels 2014	0.00	0.00	0.00	0.00	1,102.82	1,102.82
*Gina's Studs & Tattoos 2010	0.00	0.00	0.00	0.00	928.50	928.50
*Gina's Studs & Tattoos 2011	0.00	0.00	0.00	0.00	791.50	791.50
*Heart-N-Soul Tattoo 2010	0.00	0.00	0.00	0.00	1,102.61	1,102.61
*Heart-N-Soul Tattoo 2011	0.00	0.00	0.00	0.00	791.50	791.50
*Hola 2014	0.00	0.00	0.00	0.00	560.50	560.50
*Hola 2015	75.00	0.00	0.00	38.50	924.00	1,037.50
*Hola 2016	75.00	0.00	0.00	38.50	577.50	691.00
*Jilian's 2012	0.00	0.00	0.00	0.00	945.50	945.50
*Kaffe T' Latta / Smokin' Joes 2011	0.00	0.00	0.00	0.00	945.50	945.50
*La Habana 2014	0.00	0.00	0.00	0.00	294.00	294.00
*La Habana 2014-15	0.00	0.00	0.00	0.00	555.00	555.00
*La Plazita Foods 2010	0.00	0.00	0.00	0.00	714.50	714.50
*Native Skate Shop 2013	0.00	0.00	0.00	0.00	650.27	650.27
*Obsidian Direct 2014	0.00	0.00	0.00	0.00	539.06	539.06
*Pelton's Party Rentals 2011-12	0.00	0.00	0.00	0.00	2,020.00	2,020.00
*Righteous Ink 2012	0.00	0.00	0.00	0.00	26.13	26.13
*Righteous Ink 2014	0.00	0.00	0.00	0.00	1,423.00	1,423.00
*Righteous Ink 2015	0.00	0.00	0.00	0.00	522.00	522.00
*Righteous Ink 2016	75.00	0.00	0.00	38.50	577.50	691.00
*Tamale World 2015	120.00	0.00	0.00	28.87	692.93	841.80
*The Spur 2009-10	0.00	0.00	0.00	0.00	1,475.60	1,475.60
*The Spur 2011	0.00	0.00	0.00	0.00	945.50	945.50
*The Spur 2012	0.00	0.00	0.00	0.00	945.50	945.50
*The Spur 2013	0.00	0.00	0.00	0.00	992.50	992.50
*ThinkComputing 2013	0.00	0.00	0.00	0.00	525.00	525.00
*ThinkComputing 2015	0.00	0.00	0.00	0.00	423.50	423.50
*Total Image Salon 2011	0.00	0.00	0.00	0.00	393.64	393.64
*Town Pump 2011	0.00	0.00	0.00	0.00	522.00	522.00
*Town Pump 2012	0.00	0.00	0.00	0.00	945.50	945.50
*Town Pump 2013	0.00	0.00	0.00	0.00	1,022.50	1,022.50
*Wholesale Plus Furn 2012	0.00	0.00	0.00	0.00	715.50	715.50
*YC Jewelers 2011	0.00	0.00	0.00	0.00	547.52	547.52
TOTAL	420.00	0.00	0.00	182.87	37,437.25	38,040.12

**YCDBA
BUDGET 2017**

			Projected Budget
		Association receipts/Income:	
		BID dues - Estimated	\$ 28,865.00
		Associate member dues	4,850.00
		Allowance for Losses on Delinquent Accts	(5,000.00)
		Collection on Delinquent Accts	1,500.00
		Income from Downtown Events	\$ 70,000.00
		Beautification Sponsorships	2,000.00
		Redevelopment Contribution	-
		Total association receipts	\$ 102,215.00
		Association expenses:	
		Bank service charges	\$ 150.00
		Board Training & Seminar Expenses	500.00
		Bookkeeping expense & tax preparation	4,400.00
		Business meeting expense	200.00
		Dues & Subcriptions	350.00
		Insurance/Permits	4,200.00
		Office supplies & computer supplies	1,000.00
		Postage and mailing costs:	-
		Post Office box rental	70.00
		Postage & delivery	400.00
		Collections/Small Claims expense	850.00
		Commercial Marketing/Advertising & Promotion	9,000.00
		Consultants:	-
		30 hours a week*	30,000.00
		Extra staff/hours for events**	2,160.00
		Entertainment at Events	13,500.00
		Equipment Rental	3,500.00
		Maintenance	400.00
		Marketing Logo expenses	-
		Misc	500.00
		Mixer/annual meeting	400.00
		Newsletter	-
		Non-profit status fees & costs	35.00
		Other Event Expenses	10,500.00
		Printing & Reproduction	3,500.00
		Rent	2,100.00
		Security	5,000.00
		Street & Flowerbowl Maintenance	3,500.00
		Street Décor	3,500.00
		Telephone costs	1,200.00
		Website & Social Media Expenses	1,000.00
		Total association expenses	\$ 101,915.00
		Estimated Operation Gain (Loss)	300.00
		* \$20 per hour * 30 hours per week for 50 weeks	

Yuba City Business Improvement District
Balance Sheet
As of October 3, 2016

	Oct 3, 16
ASSETS	
Current Assets	
Checking/Savings	
Sutter Community Bank	47,842.45
Total Checking/Savings	47,842.45
Other Current Assets	
ACCOUNTS RECEIVABLE	22,702.08
Allowance for Doubtful Accounts	(16,855.63)
NACC-TEL Shares	1,053.00
Security Deposit	150.00
Total Other Current Assets	7,049.45
Total Current Assets	54,891.90
Fixed Assets	
Accum Depr	(1,221.40)
Furn & Equipment	3,411.55
Total Fixed Assets	2,190.15
TOTAL ASSETS	57,082.05
LIABILITIES & EQUITY	
Equity	
Retained Earnings	45,910.54
Net Income	11,171.51
Total Equity	57,082.05
TOTAL LIABILITIES & EQUITY	57,082.05

**Yuba City Business Improvement District
Profit & Loss by Class
January 1 through October 3, 2016**

	2016 Summer Stroll	2016 Xmas Stroll	Association	Beautification	TOTAL
Ordinary Income/Expense					
Income					
Associate Member Dues	0.00	0.00	4,832.50	0.00	4,832.50
BID Dues	0.00	0.00	27,223.77	0.00	27,223.77
Event - Insurance	175.00	75.00	0.00	0.00	250.00
Event - Sponsorships	15,713.00	0.00	0.00	0.00	15,713.00
Income - Vendor Booths	13,226.00	1,025.00	0.00	0.00	14,251.00
Income - DBA Special Events	2,137.00	0.00	0.00	0.00	2,137.00
Income - Miscellaneous Services	0.00	0.00	1,211.14	0.00	1,211.14
Sponsorships	0.00	0.00	0.00	750.00	750.00
Total Income	31,251.00	1,100.00	33,267.41	750.00	66,368.41
Gross Profit	31,251.00	1,100.00	33,267.41	750.00	66,368.41
Expense					
Adver, Marketing & Promo	3,299.03	0.00	515.56	0.00	3,814.59
Annual Membership Meeting	0.00	0.00	333.14	0.00	333.14
Band & Entertainment Expense	3,950.00	0.00	110.59	0.00	4,060.59
Bank Service Charges	252.75	0.00	0.00	0.00	252.75
Beautification / St Mince	0.00	0.00	2,250.00	4.84	2,254.84
Business Meeting Expenses	0.00	0.00	12.90	0.00	12.90
Collection Fees & Expenses	0.00	0.00	115.00	0.00	115.00
Dues and Subscriptions	0.00	0.00	345.00	0.00	345.00
Equipment Rental	3,099.23	0.00	0.00	0.00	3,099.23
Event Expense	5,584.85	0.00	0.00	0.00	5,584.85
Insurance	1,461.85	0.00	3,366.18	0.00	4,828.03
Licenses and Permits	25.00	0.00	0.00	0.00	25.00
Office Supplies	0.00	0.00	700.37	0.00	700.37
Postage and Delivery	22.72	0.00	173.32	0.00	196.04
Printing and Reproduction	1,408.63	0.00	1,645.57	152.71	3,206.91
Professional Fees	5,381.00	420.00	16,622.86	0.00	22,423.86
Rent	250.00	0.00	1,750.00	0.00	2,000.00
Security	825.00	0.00	0.00	0.00	825.00
Small Claims Filing	0.00	0.00	320.00	0.00	320.00
Supplies	89.90	0.00	0.00	0.00	89.90
Taxes	0.00	0.00	0.00	0.00	0.00
Telephone Expense	0.00	0.00	1,156.05	0.00	1,156.05
Web Page Expense	0.00	0.00	438.34	0.00	438.34
Total Expense	25,649.96	420.00	29,854.88	157.55	56,082.39
Net Ordinary Income	5,601.04	680.00	3,412.53	592.45	10,286.02
Other Income/Expense					

**Yuba City Business Improvement District
Profit & Loss by Class
January 1 through October 3, 2016**

	2016 Summer Stroll	2016 Xmas Stroll	Association	Beautification	TOTAL
Other Income					
Interest Income	0.00	0.00	34.12	0.00	34.12
Other Income	0.00	0.00	40.00	0.00	40.00
Reimbursed Expenses	0.00	0.00	652.50	0.00	652.50
Small Claims Cost Reimb	0.00	0.00	168.87	0.00	168.87
Total Other Income	0.00	0.00	895.49	0.00	895.49
Other Expense					
Franchise Tax	0.00	0.00	10.00	0.00	10.00
Penalty	0.00	0.00	0.00	0.00	0.00
Total Other Expense	0.00	0.00	10.00	0.00	10.00
Net Other Income	0.00	0.00	885.49	0.00	885.49
Net Income	5,601.04	680.00	4,298.02	592.45	11,171.51

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
DECLARING ITS INTENTION TO LEVY AND COLLECT AN ANNUAL ASSESSMENT
FOR CALENDAR YEAR 2017 IN THE DOWNTOWN YUBA CITY BUSINESS
IMPROVEMENT DISTRICT AND SETTING A PUBLIC HEARING FOR
DECEMBER 20, 2016**

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

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

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

WHEREAS, the Advisory Board has filed the Annual Report for calendar year 2016 with the City Clerk for consideration by the Yuba City City Council.

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

1. The recitals set forth herein are true and correct.
2. The City Council does, at the request of the Advisory Board, and pursuant to the Act, declare its intention to levy and collect assessments within the District for calendar year 2017.
3. Revenue from the assessments levied in the District shall be used to fund improvements and activities to promote the District. The types of activities to be funded include promotion of public events in the District, promotion of tourism within the District, and activities that benefit businesses located and operating in the District.
4. The 2016 Annual Report contains a full and detailed description of the improvements and activities to be provided for in calendar year 2017, the boundaries of the District and boundaries of each separate benefit zone within the District, and the proposed assessments to be levied upon the businesses within the area. A true and correct copy of the Annual Report is on file with the City Clerk of the City of Yuba City.
5. A public hearing to levy the annual assessment is hereby set for Tuesday, December 16, 2016, at 6:00 p.m. before the City Council of the City of Yuba City at the City Council Chambers located at 1201 Civic Center Boulevard, Yuba City, California.

6. At the public hearing the testimony of all interested persons, for or against the levying of the proposed assessment will be heard. A protest against the levying of the proposed assessment may be made orally or in writing. An oral protest shall be made at the public hearing. The form and manner of protests must comply with Sections 36524 and 36525 of the Act.
7. If at the conclusion of the public hearing, there are of record, valid written protests by the owners of the businesses within the District that will pay fifty percent (50 percent) or more of the total assessments of the entire District, no further proceedings, to levy the proposed assessment shall be taken for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council.
8. Further information regarding the Downtown Yuba City Business Improvement District may be obtained from the City Clerk of the City of Yuba City at 1201 Civic Center Boulevard, Yuba City, California, or from the President of the Yuba City Downtown Business Association, Cindy Paine, at Teegarden House, 731 Plumas Street, Yuba City, California.
9. The City Clerk is instructed to provide notice of the public hearing by publishing this Resolution of Intention in a newspaper of general circulation in the City of Yuba City no less than seven (7) days before the hearing.
10. This Resolution is effective on its adoption.

I HEREBY CERTIFY that the foregoing resolution was introduced and read at a Regular Meeting of the City Council of the City of Yuba City on the 17th day of November, 2016, and was duly adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

John Buckland, Mayor

ATTEST:

Terrel Locke, Chief Deputy City Clerk

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Professional Service Agreement with MBK Engineers for a 100-Year Base Flood Elevation Map for the Sutter Basin in the Vicinity of Yuba City

Recommendation:

- A. Award a professional services agreement to MBK Engineers of Sacramento, CA for the preparation of a 100-Year Base Flood Elevation Map in the amount of \$70,000 plus \$10,000 contingency with the finding that it is in the best interest of the City
- B. Authorize the Finance Director to make a supplemental appropriation in the amount of \$80,000 from the Levee Impact Fee Account to Account No. 931204-65517 (Urban Level of Flood Protection)

Fiscal Impact: \$80,000 – Account No. 931204-65517 (Urban Level of Flood Protection)

Purpose:

To determine the 100-Year Base Flood Elevation for the City's Sphere of Influence in the interest of providing the best available information to the Federal Emergency Management Agency for the future Flood Insurance Rate Map update process.

Background:

In November 2014, the City Council awarded a contract to MBK Engineers (MBK) to perform a hydraulic analysis using existing hydraulic models to prepare a 200-Year Base Flood Elevation Map (200-Year BFE Map) for the Sutter Basin in the vicinity of Yuba City. The 200-Year BFE Map was used to support the City's Urban Level of Flood Protection (ULOP) findings per State requirements.

Separate from the ULOP process is the Federal Emergency Management Agency's (FEMA) process for mapping areas within special hazard areas, such as a 100-Year floodplain. The maps, titled Flood Insurance Rate Maps (FIRMs), become the official map of the community delineating both the special hazard areas as well as the risk premium zones applicable to the community for flood insurance purposes. If a property is within a special hazard area, the owner may be required to obtain flood insurance, particularly if financing is required.

The City's current FIRM has an effective date of March 23, 1984. It is anticipated that with the completion of Sutter Butte Flood Control Agency's (SBFCA) Feather River West Levee Project, FEMA will start the process to update the map for Yuba City.

Analysis:

In anticipation of FEMA re-mapping the Sutter Basin, including Yuba City, staff recommends hiring MBK to prepare a 100-year Base Flood Elevation Map (100-Year BFE Map) to show areas within the Sphere of Influence within a 100-Year floodplain. This map would be consistent with the methodology used for the preparation of the 200-Year BFE Map. The City could then potentially submit this information to FEMA for consideration for the re-mapping process.

SBFCA has prepared a preliminary 100-Year BFE Map of the Sutter Basin with the intent of submittal to FEMA in the future. The map is derived from a different hydraulic analysis than that used by MBK, and may not represent the best available information for Yuba City. As Yuba City is relatively flat with an average slope of approximately 1' for every mile, even tenths of an inch in flood depth make a significant difference in terms of areas being mapped in to a 100-year floodplain.

In order to ensure the best possible outcome for property owners within the City's Sphere of Influence, staff recommends contracting with MBK to prepare a 100-Year BFE Map for Yuba City. The worst case is the 100-Year BFE will be similar to SBFCA's. Conversely, the best case is the 100-Year BFE will be at a lower elevation than SBFCA's meaning that fewer properties will be mapped in to a special hazard area.

Fiscal Impact:

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

The City currently has \$1,057,000 available in levee impact fees. The contract amount with MBK is \$70,000 and staff is requesting \$10,000 in contingency. A supplemental appropriation of \$80,000 from Levee Impact Fees to Account No. 931204-6551 is required.

Alternatives:

Do not award the contract to MBK and rely on SBFCA's 100-Year BFE Map as the basis for submittal to FEMA in the future.

Recommendation:

A. Award a professional services agreement to MBK Engineers of Sacramento, CA for the preparation of a 100-Year Base Flood Elevation Map in the amount of \$70,000 plus \$10,000 contingency with the finding that it is in the best interest of the City.

B. Authorize the Finance Director to make a supplemental appropriation in the amount of \$80,000 from the Levee Impact Fee Account to Account No. 931204-65517 (Urban Level of Flood Protection).

Prepared by:

/s/ Diana Langley

Diana Langley
Public Works Director

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Finance

City Attorney

RB

TH via email

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

This Agreement is made and entered into as of November 1, 2016, by and between the City of Yuba City, a municipal corporation (“City”) and MBK Engineers (“Consultant”).

RECITALS

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

AGREEMENT

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

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

- 2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant’s compensation exceed Seventy Thousand Dollars (\$70,000) without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant’s invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later

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

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

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

8. Consultant's Books and Records:

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

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

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

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

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

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

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

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

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

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

CITY OF YUBA CITY:

MBK ENGINEERS:

By: _____

By _____

Steven C. Kroeger
City Manager

Don Trieu
Principal

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

Exhibit A
Scope of Services

See attached scope of work.

Exhibit B
Professional Services Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance

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

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

Scope of Work

MBK Engineers proposes to complete hydraulic analysis and floodplain mapping to prepare a 100 year base flood elevation (BFE) map of the Sutter Basin (Basin) in the vicinity of the City of Yuba City (City). SBFCA has prepared a preliminary 100 year base flood elevation map of the Sutter Basin with the intention of submittal to FEMA in the future. The SBFCA hydraulic analysis utilized a separate riverine and floodplain model and used hydrology developed by the Corps of Engineers in 2000 as part of the Sacramento-San Joaquin Basin Comprehensive Study. Since the SBFCA analysis, advances in hydraulic modeling software has allowed for coupling of the riverine and detailed 2-dimensional modeling of the floodplain. In addition, hydrology for the Sacramento River Flood Control Project has been updated in 2013 as part of the Central Valley Hydrology Study (CVHS). These refinements and updates have the potential to change the BFE in the Sutter Basin. Following are the proposed tasks to complete the hydraulic analysis and floodplain mapping.

Task 1 – Refine Hydraulic Model

A coupled riverine and floodplain hydraulic model of the Sutter Basin was developed by MBK Engineers for the City in 2015 in support of the City's Urban Level of Protection finding. The hydraulic model was developed using HEC-RAS version 5.0. This task includes refining the hydraulic model to be compatible with the current version of HEC-RAS and updating the top of levee elevations at the confluence of Sutter Bypass and Feather River.

Task 2 – Hydrology

Hydrology for the Basin will be developed using CVHS. Representative events will be selected for key points in the Basin using the approved CVHS procedures. This will include determining the critical duration for these events, the appropriate historical pattern used to represent the events (e.g. 1997 flood event pattern), and the factors needed to scale those selected events to the 1% flood event magnitude.

Task 3– Hydraulic Analysis and Mapping

Hydraulic analysis and floodplain mapping for the Basin will be prepared for in accordance with “*FEMA Operating Guidance 12-13, Non-Accredited Levee Analysis and Mapping Guidance, September 2013 (FEMA Guidance)*.” The FEMA Guidance calls for mapping a system wide flood hazard potential. The area is designated as a Zone D and defined as with possible flooding but undermined flood hazards. To determine the Zone D for the Basin, the Natural Valley Procedure will be used. The procedure calls for simulating the 1% flood event in the river and allowing discharge to flow freely on either side of the levee for the entire levee reach.

A Special Flood Hazard Area, Zone AE, will also be developed for the Basin. The FEMA guidance allows for mapping of the 1% annual chance flood limit using a “Structural-Based Inundation” procedure. The Structural-Based Inundation procedure relies on the modeling of levee breaches along a non-accredited

levee reach. We assume the non-accredited levee reaches are as follows (1) Feather River from Star Bend to confluence with Sutter Bypass (2) Sutter Bypass from Wadsworth Canal to confluence with Feather River and (3) Wadsworth Canal from head to confluence with Sutter Bypass. We will coordinate with SBFCA on their levee improvement program to confirm these assumptions.

The HEC-RAS model from Task 1 will be used to simulate the 100 year flood within the riverine system and route overland flows in the Basin based on levee breaches along the FEMA non-accredited levee reaches. Levee breach locations will be selected along each of the non-accredited levee reaches to capture the full flood hazard on the landward side of the levee. It is anticipated that levee breaches would simulated at a minimum at the upstream and downstream end of each non-accredited levee reach. The selection of levee breach parameters will be based on review of geotechnical investigations and the FEMA Guidance. We will also perform a sensitivity analysis of the levee breach parameters as required by the FEMA Guidance to understand the effects on the BFE.

The results of the hydraulic model simulations will be composited into a single base flood elevation map. Topographic LiDAR data acquired from DWR's CVFED Program will be used to map base flood elevations and depths. Maps will be prepared in accordance with FEMA Mapping standards.

Upon preparation of the base flood elevation maps, MBK Engineers will meet with the City to discuss the results and discuss next steps.

Task 3 – Documentation

A report will be prepared to document the hydrologic and hydraulic analysis. The report can be used in the future if the City chooses to submit the maps to FEMA for updating the FIRM Maps. It is anticipated that additional coordination tasks would be required to process the FEMA submittal and anticipate that to be included in a future contract.

Cost Estimate

Task	Principal	Supervising Engineer	Senior Engineer	Engineer	Water Resources Associate	Total
	\$ 230	\$ 220	\$ 180	\$ 142	\$ 145	
Refine Hydraulic Model	8		24			\$ 6,160
Hydrology	16		16	40		\$ 12,240
Hydraulic Analysis & Mapping	24	8	104		40	\$ 31,800
Documentation	24		60		24	\$ 19,800
Total	72	8	204	40	64	\$ 70,000

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Mandeep Chohan, Senior Engineer

Summary

Subject: Professional Services Agreement with RMC Water and Environment for Wastewater Treatment Facility Improvements

Recommendation:

- A. Award a Professional Services Agreement to RMC Water and Environment of Walnut Creek, CA in the amount of \$1,050,000 to prepare the design documents for the Wastewater Treatment Facility improvements, with the finding that it is in the best interest of the City
- B. Authorize the City Manager to execute the Professional Services Agreement on behalf of the City
- C. Authorize Finance Director to make budget transfer from unallocated Wastewater CIP Reserve (Fund 528) in the amount of \$200,000 to the Wastewater CIP Account No. 981175-65502 (Electrical & Instrumentation System Evaluation & Improvements Project)

Fiscal Impact: Contract not to exceed \$1,050,000. The contract will be funded through adopted FY 2016-17 budget Wastewater Capital Improvement Program (CIP) and unallocated Wastewater CIP account.

Purpose:

Prepare design documents for the necessary Wastewater Treatment Facility Improvements Phase I project.

Background:

The City of Yuba City Wastewater Treatment Facility (WWTF) was originally constructed in 1972. Most of the process units have been in service for over 40 years. In order to meet the 10.5 MGD permitted capacity, all process units must be online and operating efficiently. The age of the current facility has created several significant challenges, including:

- Aging process units in need of rehabilitation to extend their useful life
- Meeting current and future National Pollution Discharge Elimination System (NPDES) permit requirements
- Meeting the demand of City's projected growth
- Need to relocate the processed water (treated effluent) discharge diffuser in the Feather River

On June 2, 2015, the City Council awarded a Professional Services Agreement to RMC Water and Environment of Walnut Creek, CA to provide the engineering services necessary to prepare a pre-design report for the Wastewater Treatment Facility improvements. Thoughtful scheduling of pre-design, design, and phasing of the construction will allow the WWTF improvements to be implemented efficiently over time as capital financing becomes available.

The first phase of the pre-design report is now complete. The pre-design report includes Technical Memorandums providing a condition assessment of the existing process units, analysis of potential available alternatives with cost estimates, and selection of the best alternative for the final design. Technical Memorandums also include key decisions and assumptions to use in the final design.

The purpose of the proposed next phase of work is to prepare design documents for the identified improvements. The identified improvements will be constructed in two separate phases. Phase I will include Digester Improvements, Dewatering Improvements, Barscreen Rehabilitation/Replacement, and Electrical and Instrumentation Improvements, with the estimated cost in the range of \$10 million to \$13 million. Phase II will include a New Secondary Clarifier and a New WWTF Effluent Discharge Diffuser in the Feather River, with the estimated cost in the range of \$15 million to \$18 million. The design documents will include the necessary design drawings and specifications to advertise the project for competitive Formal Bids for construction. The completion of the design documents will also position the City to take full advantage of the applicable available grant/low interest loans from the State Water Resources Control Board.

Analysis:

Public Works Department staff sent out a Request for Proposal (RFP) to five Engineering Consulting Firms listed below in November 2014. This RFP was for the entirety of the project – pre-design, design, and engineering services during construction. These firms provide specialized Engineering services related to Wastewater Treatment.

1. Brown and Caldwell
2. Carollo Engineers
3. Kennedy/Jenks Consultants
4. RMC Water and Environment
5. West Yost Associates

Three engineering firms submitted proposals:

- Carollo Engineers
- RMC Water and Environment (with Brown and Caldwell as sub-consultant)
- West Yost Associates

The following are the selection criteria used to evaluate proposals.

- Thoroughness of Response to Requested Information
- Firm Qualifications and Experience – Based on Resumes
- Experience, Qualifications, and Organization of the Proposed Team – Based on Project Team review
- Adequacy of the Proposed Approach and Scope of Work
- Schedule and availability
- Staff Estimate, Ability to Provide the Services
- Innovation
- Other Criteria, including use of local sub-consultants, established by Proposal reviewers

A team of four staff members and a retired wastewater treatment and construction professional reviewed the proposals for technical merit and responsiveness to the RFP. The reviews were performed independently and cost was not considered during the rating process. Individual rating scores are available for review upon request. Based on the proposal reviews, past experience, proposed team to complete the project objective, and final negotiated costs, it was unanimously concluded that RMC Water and Environment would best meet the project objectives.

Based on the first phase of the pre-design report recommendations, staff is recommending splitting the construction project in two separate phases as listed below. All the listed projects in Phase I and Phase II have been identified as Priority 1 and Priority 2 projects in the recent adopted rate study.

Phase I Project: (estimated cost \$10 million to \$13 million)

- Digester Improvements
- Dewatering Improvements
- Barscreen Rehabilitation/Replacement
- Electrical and Instrumentation Improvements

Phase II Project: (estimated cost \$15 million to \$18 million)

- New Secondary Clarifier
- Wastewater Treatment Facility Effluent Discharge Diffuser in the Feather River

Based on the current construction market conditions, the pre-design report estimates the construction cost of the proposed Phase I project in the range of \$10 million to \$13 million.

Staff is preparing an application to apply for the Clean Water State Revolving Fund (SRF) low interest loan to fund this project on a 30-year loan term. The current rate structure of the wastewater enterprise fund will be able to pay the debt payments associated with this loan.

It is anticipated that the design of the project will be complete by July 2017 and staff will request authorization from the City Council to advertise the project for Formal Bids in July/August 2017.

Professional Services Agreement is attached in Exhibit A.

Fiscal Impact:

The contract shall not exceed \$1,050,000 which includes approximately 10% contingency. The Contract will be funded through adopted FY 2016-17 budgets Wastewater Capital Improvement Program (CIP) accounts listed below and unallocated Wastewater CIP account.

Item	Account No.	Amount
Digester Improvements	981175-65502	\$180,000
Digester Improvements	981175-65503	\$200,000
Barscreen Rehab/Replacement/addition	981177-65502	\$ 55,000
Digested Sludge Dewatering System Improvements	981178-65502	\$360,000
Electrical & Instrumentation System Improvements	981195-65502	\$255,000
Total		1,050,000

Alternatives:

Reduce the scope of work or reject the agreement and provide staff direction to delay the proposed work. If the scope of work is reduced, staff recommends that at a minimum Digester Improvements and Digested Sludge Dewatering Improvements projects be advanced.

Recommendation:

- A. Award a Professional Services Agreement to RMC Water and Environment of Walnut Creek, CA in the amount of \$1,050,000 to provide engineering services necessary to prepare the design documents for the Wastewater Treatment Facility improvements with the finding that it is in the best interest of the City.
- B. Authorize the City Manager to execute the Professional Services Agreement on behalf of the City.
- C. Authorize Finance Director to make budget transfer from unallocated Wastewater CIP Reserve (Fund 528) in the amount of \$200,000 to the Wastewater CIP Account No. 981175-65502 (Electrical & Instrumentation System Evaluation & Improvements Project).

Prepared by:

/s/ Mandeep Chohan

Mandeep Chohan
Senior Engineer

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH via email

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____, by and between the City of Yuba City, a municipal corporation ("City") and RMC Water and Environment ("Consultant").

RECITALS

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

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner.
- 2.

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

- 2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is completed and approved by the City. Finalization shall be completed at the direction of the City of Yuba City.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit A, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed **\$1,050,000.00** without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
- 4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's invoices shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenses. City shall pay Consultant not later than 30 days after approval of the monthly invoice by City staff. When

payments made by the City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

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

Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written

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

8. Consultant's Books and Records:

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

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

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

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

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

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

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

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

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

upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

28. Prohibited Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

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

CITY OF YUBA CITY:

CONSULTANT:

By: _____

By:  _____

**Steven C. Kroeger
City Manager**

**Dave Richardson
Senior Vice President**

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

Exhibit B
Professional Services Agreement
Insurance Requirements

- I. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance for his/her employees in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers Liability Insurance in an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and/or disease for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

- II. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- III. **Automobile Liability Coverage.** Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

- IV. **Professional Liability Coverage.** Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less

than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.

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

Exhibit A Scope of Services

City of Yuba City Digester, Dewatering, and Electrical Facilities Improvement Project

APPROACH

The City of Yuba City (City) is implementing a Wastewater Treatment Facility (WWTF) Digester and Dewatering Facility Improvement Project (Project) to replace the existing digester covers and increase the reliability and operability of the dewatering system. RMC Water and Environment (RMC) performed analyses of various WWTF processes as part of the previous project (Wastewater Treatment Facility Improvements), including different digester cover and digested sludge dewatering system alternatives, to develop a draft Basis of Design Technical Memorandum (TM) for each process. The Basis of Design TMs for the digester and dewatering system have not been finalized yet and are currently in draft form.

The Project will include finalizing the predesign, design (50%, 95%, and final design submittals) and bid services for the digester and digester sludge dewatering upgrades, which will be based on the draft Basis of Design TMs for each respective process. The existing floating digester covers will be replaced with fixed covers. The existing digester control building will be evaluated for seismic upgrades. The dewatering facility will be modified to accommodate new digested sludge dewatering equipment on the first floor and to relocate the truck loading area to the south of the building. Updated predesign drawings and design criteria will be provided to the City on an informal and in-progress basis.

The Project will also include electrical upgrades to the motor control centers (MCC) in the grit facility, return activated sludge (RAS) building, and chlorine disinfection area. The electrical upgrades are documented in the Electrical Power Distribution System Evaluation TM (September 2016).

The headworks bar screens were recommended for replacement to improved headworks reliability and operability (Bar Screen Replacement/Addition Basis of Design TM, April 2016). The replacement of the bar screens has been included in the Project as an optional task, giving the City flexibility to replace the bar screens as part of this Project.

The City has expressed an interest in adding a PLC to the effluent area. The evaluation and design of a new PLC in the effluent area is included as an optional task.

TEAM

RMC and a variety of specialty consultants including ArcSine Engineering (ArcSine), TJC and Associates (TJC), and Burks Toma.

The following designations are used throughout the Scope of Work:

- City, which refers to the City of Yuba City
- CONSULTANT, which refers to RMC and incorporates the consultant team, including staff from RMC and its subconsultants.
- PROJECT TEAM, which refers to the City and CONSULTANT

SCOPE OF WORK

This Scope of Work defines the tasks that CONSULTANT will perform in completing the Project: The major task headings are as follows:

- Task 1 Digester Improvement Design
 - 1.1 Project Management and Administration
 - 1.2 50% Design
 - 1.3 95% Design
 - 1.4 Final Design Submittal
 - 1.5 QA/QC
 - 1.6 Bid Services
- Task 2 Digested Sludge Dewatering Facility Rehabilitation/Replacement Design
 - 2.1 Project Management and Administration
 - 2.2 50% Design
 - 2.3 95% Design
 - 2.4 Final Design Submittal
 - 2.5 QA/QC
 - 2.6 Bid Services
- Task 3 Electrical Upgrades Design
 - 3.1 Project Management and Administration
 - 3.2 Grit MCC Replacement
 - 3.3 RAS MCC Replacement
 - 3.4 Chlorine MCC Replacement
- Task 4 Headworks Bar Screen Replacement Design (Optional Add-on Task)
 - 4.1 Project Management and Administration
 - 4.2 50% Design
 - 4.3 95% Design
 - 4.4 Final Design Submittal
 - 4.5 QA/QC
 - 4.6 Bid Services
- Task 5 Effluent Area PLC Evaluation & Design (Optional Add-on Task)
 - 5.1 Project Management and Administration
 - 5.2 50% Design
 - 5.3 95% Design
 - 5.4 Final Design Submittal
 - 5.5 QA/QC
 - 5.6 Bid Services
- Task 6 Project Contingency (Optional Add-on Task)

The design of the improvements will be completed at the same time and all work items will be included (including optional tasks, if authorized) in a single design package for bidding and construction. Common tasks such as project management, QA/QC, and bid services have been split amongst the process areas for budget tracking purposes only.

The scope of work for final design is based on the following:

- The City will provide CONSULTANT with all City standards for design and equipment operation and maintenance (e.g. equipment number scheme, control panel color scheme, etc.)
- The City will provide CONSULTANT with a consolidated summary of City comments on all review submittals.

- The City will provide the front end specifications (Divisions 0 and 1) for the project. CONSULTANT will revise the front end specifications to reflect the project needs and be compatible with the technical provisions.
- The City will provide information on existing process equipment and processes data
- Electronic copies of drawings will not be furnished until drawings are final and conformed. Half size drawings will measure 11" by 17".
- Scope and level of effort are based on findings from the previous project (Wastewater Treatment Facility Improvement), which are documented in each respective Draft Basis of Design TM. Addition information may change or modify the basis of design and will be incorporated into the Final Basis of Design TMs. Significant changes to the Project that are not part of the Basis of Design TMs may require modification to the scope and fee.
- Although the scope of work is broken down into tasks and subtasks, the fee for each task is not an exact estimate. It is anticipated that some subtasks may require more effort and some may require less effort. The CONSULTANT shall have the ability to adjust the budgets within and amongst tasks to balance the overall level of effort. The CONSULTANT shall not exceed the total contract budget without written authorization from the City.
- Where required, site lighting will be minimal and building inside lighting will consist primarily of strip LED fixtures. Illumination levels will be designed to meet industry standards for this type of facility. Given the nature of this facility and the scope of the improvements, Title 24 compliance documentation (to confirm lighting wattages meet State requirements for this type of facility) is not included in this Scope.
- Where practical, designs will include integration of process I/O with existing plant PLC(s), and the existing plant SCADA (Supervisory Control and Data Acquisition) system. New PLC(s) will be designed, as required. PLC and SCADA programming will be included in the scope of the construction contractor.

A preliminary list of anticipated project drawings, to be included in the set for bidding and construction for all tasks, is included as Attachment 1.

Task 1 Digester Improvement Design

CONSULTANT will prepare the design for the installation of new fixed covers on the City's two existing digesters to replace the existing floating covers. Modifications to the digester outlet piping to accommodate fixed digester covers will be included.

Other components of the digester were identified as needing rehabilitation or replacement (Task 7.1 – Digester Condition Assessment TM, May 2016). These improvements were further detailed in the Draft Basis of Design TM (May 2016), which includes the following improvements:

- New protective coatings for the mixing pumps and piping
- Digester gas valves
- Digester gas piping as needed for new digester covers
- Perform ASCE 41 Tier 3 Structural analysis of Digester Control Building and provide rehabilitation construction documents for seismic retrofit, if necessary.

Electrical upgrades are documented in the Electrical Power Distribution System Evaluation TM (September 2016). The CONSULTANT will prepare the design for replacement of the Motor Control Centers (MCC's) MCC-MGD (old), MCC-MGD (new), and MCC-MGD-2 in the digester area. The existing motor control centers MCC-MDG (OLD) (Sierra Switchboard Company MCC), MCC-MDG (NEW), and MCC-MGD-2 will be demolished and consolidated into a single MCC structure, to be located in place of demolished MCC-MDG (OLD). Existing loads to remain will be re-fed from new motor starters.

The CONSULTANT will develop an instrumentation and control system for the digestion improvements. Additional pressure and water level instrumentation will be provided. The digestion improvements will be developed to interface with the existing I&C and SCADA systems at the plant. The existing Digester PLC control panel will be replaced with a new PLC control panel. The instrumentation and control work will also include the development of process loop control descriptions which will be used in the SCADA programming, which will be performed by the construction contractor or through a separate contract by the City.

Assumptions:

- The digestion improvement will be powered by the plants existing electrical system
- Design submittals for the digestion improvements will be developed in conjunction with other treatment plant process upgrades included in the Project, as a combined, biddable construction package.
- Design elements will not significantly change from the Draft Basis of Design TM (May 2016). Significant changes to these elements may require additional budget.

1.1 PROJECT MANAGEMENT AND ADMINISTRATION

CONSULTANT will be responsible for managing the overall project through the completion of Project bid services. The purpose of this subtask is to establish and maintain effective project management and communication for the project for a period of up to 12 months.

CONSULTANT will provide project management as required to lead and coordinate project team, communicate information, perform the work, produce deliverables, and to report and control project costs and schedule performance. Schedule, status reports, and budget updates will be provided monthly. Monthly project status reports will be used to communicate progress on the project, upcoming work activities, and to identify and resolve project issues.

PROJECT WORK PLAN

CONSULTANT will prepare a Project Work Plan to be distributed to all project personnel. The Project Work Plan will include the following:

- Project Purpose and Objectives
- This Scope of Work
- Organization Chart. The roles and responsibilities of the PROJECT TEAM will be presented.
- Project Directory. The contact information (address, phone, email) will be identified for each entity and individually listed on the Organization Chart
- Project Schedule. The schedule will be updated monthly and submitted to the City as part of the Monthly Report package
- Quality Assurance and Quality Control Plan describing the overall QA/QC measures for the project; identifying the procedures purpose, if applicable, and the assignment of responsibilities for quality assurance and control for work products
- Table showing projected project expenses by month and by subtask

MONTHLY PROGRESS REPORTS

CONSULTANT will furnish monthly progress reports to the City to keep the City informed regarding the project work progress, issues, and financial status. These reports will include:

- Progress Report - A narrative progress report of specific accomplishments during the reporting period, problems encountered or anticipated, project decision log, and work scheduled for the next reporting period.
- Budget Summary - A report that shows the current period and accumulated expenditures to date by subtask, the approved not to exceed fee, the estimated cost of completion, and a comparison of the latter two to show variation. The planned expenses will be provided for comparison.
- Schedule Summary - The summary will include a description of known or possible impacts on the schedule, a presentation of deliverable submittal dates and a one-month table of upcoming events (e.g., meetings and deliverables). The schedule summary will be updated monthly.
- Invoices - Invoices by task.

SUBCONSULTANTS

CONSULTANT will prepare and manage subconsultant contracts. CONSULTANT will manage subconsultant activities and conduct monthly teleconference meetings among subconsultants to maintain communication and coordination throughout the duration of the project.

PROJECT COMMUNICATIONS

CONSULTANT will prepare for and conduct project meetings with the City. The meetings will be held at the City's offices. CONSULTANT will present a summary of current work activities, and discuss outstanding or upcoming project issues with the City. CONSULTANT shall organize meeting with City to discuss major changes of each design submittal. Other participants may be invited by the City or CONSULTANT (with the City's pre-approval) to attend these meetings when appropriate. CONSULTANT will also prepare for and give up to one (1) presentation to external parties (City Council, etc.). Informal communication and conference calls with City will take place on an as-needed basis.

Assumptions:

- CONSULTANT will manage the subconsultants that comprise the CONSULTANT team.
- CONSULTANT will prepare up to 12 progress reports.

- Up to four (4) meetings, of which at least two (2) will be held at the CONSULTANT's Walnut Creek office, are assumed for the budget estimate.
- Selected representatives from all PROJECT TEAM members will attend the meetings.
- A single set of project management deliverables will be prepared in conjunction with the other project management subtasks.

Deliverables:

- Project Work Plan for entire Project (electronic pdf copy)
- Monthly progress report for entire Project (electronic pdf copy)
- Agenda, Preparation Materials, and Minutes of Project Meetings

1.2 50% DESIGN

The CONSULTANT will design the digestion improvements based on the design concept developed in the Basis of Design TM. For budgeting purposes, it is assumed that the preferred digester cover will be steel fixed covers.

50% (MIDPOINT) DESIGN

General mechanical layouts and project P&IDs will be provided to the City on an informal and in-progress basis during the 50% Design. Drawings and specifications will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the Midpoint Submittals are being reviewed by the City.

For the purpose of budget estimate, it is assumed that the Mid-point design package will consist of:

- Drawings:
 - General drawings (abbreviations, legends, symbols)
 - Flow schematic
 - Project P&IDs
 - Mechanical drawings
 - Equipment layouts
 - Architectural drawings (exterior elevations, roof plans, floor plans)
 - Electrical single line drawings
 - Control system architecture block diagram
 - An updated list of drawings remaining to be prepared
- Specifications:
 - Draft Construction Sequencing and Special Constraints section
 - Technical Provision specification sections on selected major equipment
 - An updated list of specification sections remaining to be prepared
- A list of specific items requiring City decisions
- Mid-point Design Cost Estimate and Construction Schedule

The cost estimates to be developed for the 50% Design submittal are based on a 50% level of project development. Based on AACEI guidelines, actual project costs are typically within +30% to -15% of the 50% design review cost estimate.

50% plans, specifications and construction cost estimate will be submitted on a work-in-progress basis and work to prepare the 95% Design Submittal will continue while the 60% Design Submittal is being reviewed by the City.

Deliverables:

- Mid-point drawings – half size in electronic (PDF) format
- Mid-point specifications in electronic (PDF) format
- Mid-point design cost estimate and schedule in electronic (PDF) format

1.3 95% DESIGN

The 95% submittal package will contain a complete set of all drawings and specifications for the installation of the digestion improvements, updated construction schedule, updated construction cost estimate, and summary of changes from the Mid-point design submittal. Although called the 95% submittal, the design will reflect what CONSULTANT believes to be a final product that is ready to be advertised for bids.

The major activities of this subtask will be as follows:

- 95% Drawings and Specifications – CONSULTANT will submit a complete set of all drawings and specifications.
- 95% Design Cost Estimate and Construction Schedule – Details as in Mid-point Review.

The cost estimates to be developed for the 95% Design submittal are based on a 90% level of project development. Based on AACEI guidelines, actual project costs are typically within +10% to -5% of the 90% design review cost estimate.

Deliverables:

- 95% drawings – half size in electronic (PDF) format
- 95% specifications in electronic (PDF) format
- 95% design cost estimate in electronic (PDF) format

1.4 FINAL DESIGN SUBMITTAL

This task includes the production of biddable plans and specifications for the project. Construction drawings will be prepared using AutoCAD 2010 and specifications will be prepared in the CSI format using Microsoft Word.

CONSULTANT will incorporate appropriate comments from the City's review of the 95% submittal into a final set of drawings and specifications that will be stamped and signed by a licensed professional engineer.

Deliverables:

- One copy – Final Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- One camera-ready copy – Specifications and Half size drawings
- One hard copy – stamped full-size drawings and specifications
- Final design cost estimate in electronic (PDF) format

- Drawings in 'AutoCAD' and Specifications in PDF Format

1.5 **QA/QC**

Quality assurance and quality control activities will include a detailed review of project design documents, drawings, and calculations. CONSULTANT will be responsible for the overall project QA/QC. Steve Clary, Project Manager, with the assistance of a Senior Technical Reviewer will be responsible for final review. CONSULTANT Project Engineers or Task Leads will perform a detailed review of deliverables and work products of their respective areas. The quality management procedures will adhere to RMC's internal QA/QC guidelines.

1.6 **BID SERVICES**

This task includes technical support of the City of Yuba City during the bidding process and includes the following:

- **RESPOND TO QUESTIONS/ADDENDUM PREPARATION:** This subtask consists of preparing a bid document addendum package to address revisions to the design of the new dewatering facility. The CONSULTANT will also be responsible for receiving, logging, and responding to questions received from bidders. Questions from bidders and vendors will be addressed as necessary in the addendum.
- **PRE-BID CONFERENCE:** This subtask consists of preparing for and conducting with the City a pre-bid conference for the new dewatering facility. CONSULTANT shall prepare minutes for the pre-bid conference, including a log of attendees and a listing of questions and responses.
- **BID REVIEW:** The CONSULTANT will provide assistance to the City in assessing the quality and comprehensiveness of bids received for the new dewatering facility. The CONSULTANT will provide the City with an evaluation of each bidder's ability to meet the scope, budget and schedule requirements for the project based on bid documents received.
- **CONFORMED DOCUMENTS:** The CONSULTANT will prepare conformed contract documents incorporating addenda issued during the bid period.

Deliverables:

- One copy – Addendum
- One copy – Conformed Plans and Specifications (Electronic Files in Adobe Acrobat format with drawings formatted for half size copying)
- Drawings in 'AutoCAD' and Specifications in PDF Format

Assumptions:

- City will be responsible for advertising, printing, and distribution of contract documents, and for maintaining bidder's list.
- CONSULTANT will produce one (1) addendum

Task 2 Digested Sludge Dewatering Facility Rehabilitation/Replacement Design (Original Contract Task 10)

The existing dewatering facility contains the digested sludge dewatering process, as well as the WAS thickening process. The existing belt filter press, which is located on the second floor of the facility, is difficult to operate and maintain and does not provide any process redundancy. Therefore, the City piloted several alternative dewatering technologies to compare their performance against the existing belt filter press. Based on the pilot study results and cost comparison analysis, the Huber screw press and GEA centrifuge produced the driest cake and have the two lowest projected 20-year lifecycle costs (Draft Dewatering Alternative Analysis and Basis of Design TM, May 2016).

The Project will include the design of the new dewatering areas on the first floor of the existing dewatering building, including modifying the existing dewatering building structure and updating the draft Basis of Design TM. For the purposes of this scope of work, it is assumed that three (3) new Huber screw presses will be installed on the first floor of the existing dewatering building. A new truck loading area with a pre-engineered metal canopy will be installed on the south side of the existing dewatering building.

Additional modifications would be required for the installation of the new dewatering equipment, such as:

- Yard piping and connections
- Modification to connect to the existing foul air ducting
- Cake conveyor system
- Mechanical piping and valves, including connection to the existing polymer system
- New truck loading bay

The CONSULTANT will provide structural engineering to define the building modifications and/or upgrades in support of the installation of three screw presses on the ground floor within the existing truck bay area; installation of screw conveyor system(s); and relocation of existing truck bay to the south side of the facility, including a new sunshade/canopy. The existing metal staircase on the south side of the building will be relocated to another side of the building.

The CONSULTANT will prepare the design for replacement of MCC-MSF in the dewatering area. The existing motor control centers MCC-MSF (Sierra Switchboard Company MCC) and MCC-(unlabeled), both located in the Dewatering Building electrical room, will be demolished and consolidated into a single MCC structure, to be located in the room immediately south of the existing electrical room. Existing loads to remain will be refed from new motor starters.

The CONSULTANT will develop an instrumentation and control system for the modified dewatering facility. The modified dewatering facility will be developed to interface with the existing I&C and SCADA systems at the plant. The existing Dewatering PLC control panel will be replaced with a new PLC control panel. The instrumentation and control work will also include the development of process loop control descriptions which will be used in the SCADA programming, which will be performed by the construction contractor or through a separate contract secured by the CITY.

Assumptions:

- The new dewatering equipment will require upgrades to the electrical system within the existing dewatering facility.

- Design submittals for the dewatering facility improvements will be developed in conjunction with other treatment plant process upgrades included in the Project, as a combined, biddable construction package.
- Design elements will not significantly change from the Draft Basis of Design TM (May 2016). Equipment selection from the Draft TM will carry over to the Final TM.
- Modifications to the existing dewatering building will be designed within the structural capacity of the building and will not adversely affect the structural integrity of the building.
- Existing rotary drum thickeners will not be relocated.
- Existing polymer feed system and storage areas will not be relocated.
- The City will sole source the dewatering equipment. The preparation of additional documentation justifying the selection is not included. The dewatering facility layout will be specifically designed for the dewatering equipment selected by the City.

2.1 PROJECT MANAGEMENT AND ADMINISTRATION

CONSULTANT will perform project management for all tasks as described under Subtask 1.1. A single set of project management deliverables will be prepared.

2.2 50% DESIGN

CONSULTANT will perform design for all tasks as described in Task 1. A single set of deliverables will be prepared.

2.3 95% DESIGN

CONSULTANT will perform design for all tasks as described in Task 1. A single set of deliverables will be prepared.

2.4 FINAL DESIGN SUBMITTAL

CONSULTANT will perform design for all tasks as described in Task 1. A single set of deliverables will be prepared.

2.5 QA/QC

CONSULTANT will perform QA/QC for all tasks as described in Task 1.

2.6 BID SERVICES

CONSULTANT will perform Bid Services for all tasks as described in Task 1. A single set of deliverables will be prepared.

Task 3 Electrical Upgrades Design (Not in Original Contract)

The CONSULTANT will prepare the design for replacement of Grit MCC-MGB, RAS MCC-MRS, and Chlorine MCC-MCB. This Scope includes a predesign effort to identify the location of the new MCC to serve the Chlorine Building (i.e., same room, adjacent room, or new building). However, should the predesign suggest that a new building would be the City's best option, this Scope does not include the design of a new building. This Scope includes an allowance of 24 labor hours for design to expand the Plant fiber optic network between the Digester Building, Dewatering Building, RAS Building, and the Oxygen Reactor Electrical Building.

The CONSULTANT will review existing as-built record documentation for each of the MCC's and control panels to be demolished or otherwise modified under this project. This Scope includes a 16 labor hour allowance for obtaining and reviewing as-built, record documentation. The CONSULTANT will conduct a site visit(s) to obtain information on the existing motor control centers and the motor loads. This Scope includes a 20 labor hour allowance to prepare for, and conduct site visits/field investigations.

The CONSULTANT will conduct two (2) four-hour workshops with Plant staff to identify desired motor control interfaces for existing loads (by load types), for the Grit, RAS, Digester, Dewatering, and Chlorine MCC replacements. This scope includes a 40 labor hour allowance to implement City-desired changes to the existing signal interfaces.

CONSULTANT will perform the design and prepare 50%, 95%, and Final Design submittals for the Grit, RAS, and Chlorine MCCs as described under Task 1. A single set of deliverables will be prepared.

CONSULTANT will perform design, QA/QC and bidding services for all tasks as described in Task 1. A single set of deliverables will be prepared.

Assumptions:

- The Power Distribution System Evaluation TM (dated July 2016) identified two (2) 12kV-480V power transformers as leaking (XFMR-MDG and XFMR-MOG) and recommended additional inspection and/or testing by a qualified transformer testing company. It is assumed that inspection/testing will be undertaken and repairs made outside of this Scope. No effort is anticipated to design replacement 12kV-480V transformers.
- Where practical, designs will include integration of process I/O with existing Plant PLC(s) and the existing Plant SCADA system. New PLC/control panels will be designed for the Digester, Dewatering, RAS, and Chlorine Buildings. PLC and SCADA programming will be included in the scope of the construction contractor.
- It is assumed that the existing standby generators are suitably sized to accommodate additional Project loads and that the City intends for these generators to be reused. No effort is anticipated to design a replacement standby generator(s) for this Project.
- Motor control and signal interfaces are to match existing. No effort is included to evaluate, optimize, improve, or expand Grit, RAS, or Chlorine Area motor control signal interfaces. Provisions will be made to accommodate known future expansions or equipment.

3.1 PROJECT MANAGEMENT AND ADMINISTRATION

CONSULTANT will perform project management for all tasks as described under Subtask 1.1. A single set of project management deliverables will be prepared.

3.2 GRIT MCC REPLACEMENT

Grit Building design improvements are limited to replacing the existing MCC-MGD (Sierra Switchboard Company MCC), MCC branch circuit conductors, and ancillary building electrical and lighting improvements. Existing loads to remain will be refed from new motor starters. This Scope does not include any Grit Building process improvements. The existing Primary Area PLC Control Panel (which serves the Grit Building) will be reused.

3.3 RAS MCC REPLACEMENT

RAS Building improvements are limited to replacing the existing MCC-MRS (Sierra Switchboard Company MCC), MCC branch circuit conductors, and ancillary building electrical and lighting improvements. Existing loads to remain will be refed from new motor starters. This Scope does not include any RAS Building process improvements. Design a new PLC control panel serving the RAS Building.

3.4 CHLORINE MCC REPLACEMENT

Chlorine Building improvements are limited to replacing the existing MCC-MCB (Sierra Switchboard Company MCC) and two (2) unnamed MCC's, MCC branch circuit conductors, and ancillary building electrical and lighting improvements. Existing loads to remain will be refed from new motor starters. This Scope does not include any Chlorine Building process improvements or improvements to related Plant processes fed from MCC-MCB. The existing Chlorine Building PLC control panel will be replaced with a new PLC control panel.

Task 4 Headworks Bar Screen Replacement Design (Optional Add-on)

The existing climber style bar screens at the wastewater treatment facility were manufactured by WSG and have been in service since 2002. Although the screens have performed adequately, the complicated design and weight of the rake arm mechanism require frequent inspection and complicated repairs/PM, and has led to several maintenance challenges.

This optional task includes the design of a new bar screen. The multi-rake bar screen was chosen as the preferred screening equipment to install, as documented in the Final Bar Screen Basis of Design TM (April 2016). The new bar screen will be installed in an existing channel open and will operate in parallel with one of the existing bar screens during normal flow conditions. The second existing bar screen will only be used during high flow events. Screenings from the new bar screen will be discharged into the existing sluicing channel for washing and compaction by the existing screenings handling system.

The instrumentation and control work will also include the development of process loop control descriptions which will be used in the SCADA programming, which will be performed by the construction contractor or through a separate contract by the City.

Assumptions:

- Demolition of the existing bar screens or other major equipment is not anticipated. Minor demolition may be required to install the new bar screen.
- The new bar screen will be placed inside the headworks building by removing a skylight panel. The skylight panel will be replaced after the bar screen is installed.
- Controls, alarms, and functionality of the bars screen will be designed to match the existing screens.
- The new bar screen will be treated as a package. No effort is included to discuss, evaluate, or specify any control details within the package (e.g. the manufacturer's standard control/PLC package will be used and will not require any custom controls or panels to be designed the Consultant).
- If authorized, the Bar Screen Replacement design documents will be prepared in conjunction with the other design tasks in the Project and will be part of a single design package for all project elements.

4.1 PROJECT MANAGEMENT AND ADMINISTRATION

CONSULTANT will perform project management for all tasks as described under Subtask 1.1. A single set of project management deliverables will be prepared.

4.2 50% DESIGN

CONSULTANT will perform design for all tasks as described in Task 1. A single set of deliverables will be prepared.

4.3 95% DESIGN

CONSULTANT will perform design for all tasks as described in Task 1. A single set of deliverables will be prepared.

4.4 FINAL DESIGN SUBMITTAL

CONSULTANT will perform design for all tasks as described in Task 1. A single set of deliverables will be prepared.

4.5 QA/QC

CONSULTANT will perform QA/QC for all tasks as described in Task 1.

4.6 BID SERVICES

CONSULTANT will perform Bid Services for all tasks as described in Task 1. A single set of deliverables will be prepared.

Task 5 Effluent Area PLC Evaluation & Design (Optional Add-On)

This optional task includes the evaluation and design of a new PLC in the effluent area. The CONSULTANT will review existing as-built record documentation for the Chlorine Building PLC Control Panel. This Scope includes an 8 labor hour allowance for obtaining and reviewing as-built, record documentation. The CONSULTANT will conduct a site visit(s) to determine a suitable location for the effluent control panel. This Scope includes a 10 labor hour allowance to prepare for, and conduct site visits/field investigations. The CONSULTANT will prepare a preliminary design TM to evaluate options and recommend a suitable location for the effluent PLC Control Panel. The CONSULTANT will conduct a 4-hour workshop with Plant staff to coordinate panel location, and the equipment and instruments to be controlled by the new PLC.

5.1 PROJECT MANAGEMENT AND ADMINISTRATION

CONSULTANT will perform project management for all tasks as described under Subtask 1.1. A single set of project management deliverables will be prepared.

5.2 50% DESIGN

CONSULTANT will perform design for all tasks as described in Task 1. A single set of deliverables will be prepared.

5.3 95% DESIGN

CONSULTANT will perform design for all tasks as described in Task 1. A single set of deliverables will be prepared.

5.4 FINAL DESIGN SUBMITTAL

CONSULTANT will perform design for all tasks as described in Task 1. A single set of deliverables will be prepared.

5.5 QA/QC

CONSULTANT will perform QA/QC for all tasks as described in Task 1.

5.6 BID SERVICES

CONSULTANT will perform Bid Services for all tasks as described in Task 1. A single set of deliverables will be prepared.

Task 6 Project Contingency (Optional Add-On)

This task represents a ~10% project contingency to account changes in scope from the scope described in Task 1 through 6. The project contingency shall only be authorized by the CITY in writing.

Additional Services

If authorized, in writing, CONSULTANT may provide additional services under this Project. The level of effort and fee for additional services will be negotiated at the time that the services are requested.

ATTACHMENT 1 – PRELIMINARY LIST OF DRAWINGS

Number	Title	Area
<u>General</u>		
G-1	Cover, Vicinity Map and Location Map	All
G-2	Index of Drawings	All
G-3	Abbreviations	All
G-4	Solids Handling Diagram and Design Criteria	All
G-5	Pipe Schedule and Legends	All
G-6	Site Key Plan	All
<u>Demolition</u>		
D-1	Demolition Standard Legend and Notes	All
D-2	Solid Control Building Demolition - Plan	Digester
D-3	Digester No. 1 Demolition - Plan	Digester
D-4	Digester No. 1 Demolition - Sections 1	Digester
D-5	Digester No. 1 Demolition - Section 2	Digester
D-6	Digester No. 2 Demolition - Plan	Digester
D-7	Digester No. 2 Demolition - Sections 1	Digester
D-8	Digester No. 2 Demolition - Section 2	Digester
D-9	Digester Gas Piping Demolition - Details	Digester
D-10	Dewatering Building Demolition - Upper Plan	Dewatering
D-11	Dewatering Building Demolition - Lower Plan	Dewatering
D-12	Dewatering Building Demolition - Sections 1	Dewatering
D-13	Dewatering Building Demolition - Section 2	Dewatering
D-14	Dewatering Building Demolition - Details 1	Dewatering
D-15	Dewatering Building Demolition - Details 2	Dewatering
D-16	Dewatering Building Demolition - Details 3	Dewatering
D-17	Bar Screen Demolition - Plan	Screen
D-18	Bar Screen Demolition - Section	Screen
<u>Civil</u>		
C-1	Civil Legend & Notes	All
C-2	Civil Standard Details - 1	All
C-3	Civil Standard Details - 2	All
C-4	Civil Standard Details - 3	All
C100-1	Dewatering Building Grading Plan	Dewatering
C100-2	Truck Loading Grading Plan	Dewatering
C200-1	Dewatering Building Yard Piping	Dewatering

Number	Title	Area
<u>Mechanical</u>		
M-1	Mechanical Legend and Equipment Schedule	All
M-2	Mechanical Standard Details - 1	All
M-3	Mechanical Standard Details - 2	All
M-4	Mechanical Standard Details - 3	All
M-5	Mechanical Standard Details - 4	All
M-6	Mechanical Standard Details - 5	All
M100-1	Solids Control Building - Plan	Digester
M100-2	Digester No. 1 - Upper Plan	Digester
M100-3	Digester No. 1 - Lower Plan	Digester
M100-4	Digester No. 1 - Section	Digester
M100-5	Digester No. 2 - Upper Plan	Digester
M100-6	Digester No. 2 - Lower Plan	Digester
M100-7	Digester No. 2 - Section	Digester
M100-8	Digester Details 1	Digester
M100-9	Digester Details 2	Digester
M100-10	Dewatering Building - Upper Plan	Dewatering
M100-11	Dewatering Building - Lower Plan	Dewatering
M100-12	Dewatering Building - Section 1	Dewatering
M100-13	Dewatering Building - Section 2	Dewatering
M100-14	Dewatering Building - Section 3	Dewatering
M100-15	Dewatering Building Details 1	Dewatering
M100-16	Dewatering Building Details 2	Dewatering
M100-17	Truck Loading Area - Plan	Dewatering
M100-18	Truck Loading Area - Section 1	Dewatering
M100-19	Truck Loading Area - Section 2	Dewatering
M100-20	Bar Screen - Plan	Screen
M100-21	Bar Screen - Section	Screen
M100-22	Bar Screen - Details	Screen
<u>Architectural</u>		
A-1	GENERAL NOTES - BUILDING DATA - EXITING DIAGRAMS	All
A-2	ARCHITECTURAL SCHEDULES & DETAILS	All
A-3	TYPICAL DETAILS - ARCHITECTURAL	All
A-4	TYPICAL DETAILS - ARCHITECTURAL	All
A-5	TYPICAL DETAILS - ARCHITECTURAL	All
A-6	DIGESTERS - ROOF PLAN	Digester
A-7	DIGESTERS - ELEVATIONS	Digester
A-8	DIGESTERS - SECTIONS	Digester

Number	Title	Area
A-9	DEWATERING BUILDING FIRST & SECOND FLOOR PLANS	Dewatering
A-10	DEWATERING BUILDING ROOF PLAN & REFLECTED CEILING PLAN	Dewatering
A-11	DEWATERING BUILDING FIRST & SECOND FLOOR PLANS	Dewatering
A-12	DEWATERING BUILDING ELEVATIONS	Dewatering
A-13	DEWATERING BUILDING SECTIONS	Dewatering
<u>Structural</u>		
GS-1	General Notes	All
GS-2	General Notes, Abbreviations, and Legend	All
GS-3	Standard Details – Concrete I	All
GS-4	Standard Details – Concrete II	All
GS-5	Standard Details – Modifications to Existing Structures	All
GS-6	Standard Details – Grating and Cover Plates	All
S-1	Digester Tank Replacement Roof	Digester
S-2	Digester Tank Sections	Digester
S-3	Digester Tank Sections and Details	Digester
S-4	Digester Control Building Upgrades I	Digester
S-5	Digester Control Building Upgrades II	Digester
S-6	Digested Sludge Dewatering Building Floor Plan	Dewatering
S-7	Digested Sludge Dewatering Building Intermediate Floor Plan	Dewatering
S-8	Digested Sludge Dewatering Building Roof Plan	Dewatering
S-9	Digested Sludge Dewatering Building Sections	Dewatering
S-10	Digested Sludge Dewatering Building Sections and Details I	Dewatering
S-11	Digested Sludge Dewatering Building Sections and Details II	Dewatering
<u>Electrical</u>		
E-1	Legend	All
E-2	Site Plan	All
E-3	Schedules-2, NFPA Area Classification	All
E-4	Details and Elevations-1	All
E-5	Details and Elevations-2	All
E-6	Details and Elevations-3	All
E-7	Details and Elevations-4	All
E-8	One-Line Diagram, Demolition-1	Digester
E-9	One-Line Diagram, Demolition-2	Digester
E-10	One-Line Diagram, Improvement-1	Digester
E-11	One-Line Diagram, Improvement-2	Digester
E-12	Power Plan-Demolition	Digester
E-13	Power Plan, Improvement-1	Digester
E-14	Power Plan, Improvement-2	Digester

Number	Title	Area
E-15	Control Diagram-1	Digester
E-16	Control Diagram-2	Digester
E-17	Control Diagram-3	Digester
E-18	Schedules-1, Panelboards	Digester
E-19	One-Line Diagram, Demolition-1	Dewatering
E-20	One-Line Diagram, Demolition-2	Dewatering
E-21	One-Line Diagram, Improvement-1	Dewatering
E-22	One-Line Diagram, Improvement-2	Dewatering
E-23	1st Floor Power Plan-Demolition	Dewatering
E-24	2nd Floor Power Plan-Demolition	Dewatering
E-25	1st Floor Power Plan, Improvement	Dewatering
E-26	2nd Floor Power Plan, Improvement	Dewatering
E-27	Control Diagram-1	Dewatering
E-28	Control Diagram-2	Dewatering
E-29	Control Diagram-3	Dewatering
E-30	Schedules-1, Panelboards	Dewatering
E-31	Grit Bldg. One-Line Diagram, Demolition	Grit
E-32	Grit Bldg. One-Line Diagram, Improvement	Grit
E-33	Grit Bldg. Power Plan-Demolition	Grit
E-34	Grit Bldg. Power Plan-Improvements	Grit
E-35	Control Diagram	Grit
E-36	Schedules, Panelboards	Grit
E-37	RAS Bldg. One-Line Diagram, Demolition	RAS
E-38	RAS Bldg. One-Line Diagram, Improvement	RAS
E-39	RAS Bldg. Power Plan-Demolition	RAS
E-40	RAS Bldg. Power Plan-Improvements	RAS
E-41	Control Diagram-1	RAS
E-42	Control Diagram-2	RAS
E-43	Control Diagram-3	RAS
E-44	Schedules, Panelboards	RAS
E-45	Chlorine Bldg. One-Line Diagram, Demolition	Chlorine
E-46	Chlorine Bldg. One-Line Diagram, Improvement	Chlorine
E-47	Chlorine Bldg. Power Plan-Demolition	Chlorine
E-48	Chlorine Bldg. Power Plan-Improvements	Chlorine
E-49	Control Diagram-1	Chlorine
E-50	Control Diagram-2	Chlorine
E-51	Control Diagram-3	Chlorine
E-52	Schedules, Panelboards	Chlorine
E-53	Headworks One-Line Diagram	Screen
E-54	Headworks Power Plan	Screen

Number	Title	Area
E-55	Headworks Electrical Room Power Plan	Screen
E-56	Schedules, Panelboards	Screen
E-57	Effluent Area Power Plan	Effluent PLC
E-58	South Sample Shed Power Plan	Effluent PLC
E-59	Schedules, Panelboards	Effluent PLC
<u>Instrumentation and Control</u>		
P-1	Legend	All
P-2	Block Diagram-1	All
P-3	Block Diagram-2	All
P-4	Details and Elevations-1	All
P-5	Details and Elevations-2	All
P-6	Details and Elevations-3	All
P-7	Details and Elevations-4	All
P-8	P&ID-1	Digester
P-9	P&ID-2	Digester
P-10	P&ID-3	Digester
P-11	P&ID-4	Digester
P-12	Control Diagram-1	Digester
P-13	Control Diagram-2	Digester
P-14	P&ID-1	Dewatering
P-15	P&ID-2	Dewatering
P-16	P&ID-3	Dewatering
P-17	P&ID-4	Dewatering
P-18	Control Diagram-1	Dewatering
P-19	Control Diagram-2	Dewatering
P-20	P&ID-Grit Area	Grit
P-21	Control Diagram	Grit
P-22	P&ID-RAS-1	RAS
P-23	P&ID-RAS-2	RAS
P-24	Control Diagram-1	RAS
P-25	Control Diagram-2	RAS
P-26	P&ID-Disinfection-1	Chlorine
P-27	P&ID-Disinfection-2	Chlorine
P-28	Control Diagram-1	Chlorine
P-29	Control Diagram-2	Chlorine
P-30	P&ID Headworks	Screen
P-31	Control Diagram	Screen
P-32	P&ID-Disinfection-1	Effluent PLC
P-33	P&ID-Effluent Pumping	Effluent PLC

Number	Title	Area
P-34	P&ID-Outfall	Effluent PLC
P-35	Control Diagram-1	Effluent PLC
P-36	Control Diagram-2	Effluent PLC
P-37	Control Diagram-3	Effluent PLC



City of Yuba City
 Digester, Dewatering, and Electrical Facilities Improvement Project

Tasks	Labor								Total Hours	Total Labor Costs (1)	Outside Services			ODCs		Total Fee		
	Dave Richardson	Steve Clary	Mark Takemoto	Susan Hsu	Kingsley Kuang	Allen Fathi	Stephen Jung	Admin			TJC and Associates	ArcSine	Burks Toma	Subtotal	Sub Consultant Total Cost (2)		ODCs	Total ODCs (3)
	PIC	Project Manager	Project Engineer	Staff Eng.	Staff Eng.	QA/QC	CAD	Admin			Structural	Electrical/I&C	Architectural					
	\$299	\$308	\$249	\$199	\$166	\$266	\$147	\$100										
Task 1: Digester Improvement Design																		
1.1 Project Management and Administration	2	8	8	8				4	30	\$7,046	\$6,825	\$3,944	\$360	\$11,129	\$12,242	\$161	\$177	\$19,465
1.2 50% Design		20	40	40	40				220	\$42,480	\$13,760	\$29,583	\$6,080	\$49,423	\$54,365	\$50	\$55	\$96,900
1.3 95% Design		12	60	20	20				172	\$34,756	\$13,760	\$29,583	\$6,080	\$49,423	\$54,365	\$50	\$55	\$89,176
1.4 Final Design Submittal		4	28	12	12				88	\$17,288	\$6,880	\$29,583	\$3,040	\$39,503	\$43,453	\$100	\$110	\$60,851
1.5 QA/QC						24			24	\$6,384	\$8,100	\$3,944	\$470	\$12,514	\$13,765		\$0	\$20,149
1.6 Bid Services		2	20	10	10			2	68	\$12,974	\$2,050	\$1,972	\$470	\$4,492	\$4,941	\$100	\$110	\$18,025
Subtotal Task 1:	2	46	156	90	82	24	196	6	602	\$120,928	\$51,375	\$98,610	\$16,500	\$166,485	\$183,132	\$461	\$507	\$304,567
Task 2: Digested Sludge Dewatering Facility Design																		
2.1 Project Management and Administration	2	16	16	16				8	58	\$13,494	\$8,100	\$2,782	\$2,890	\$13,762	\$15,138	\$194	\$213	\$28,845
2.2 50% Design		16	40	120	120				436	\$79,268	\$10,160	\$20,862	\$13,520	\$44,542	\$48,996	\$50	\$55	\$128,319
2.3 95% Design		12	120	60	60				332	\$67,236	\$10,160	\$20,862	\$16,560	\$47,582	\$52,340	\$50	\$55	\$119,631
2.4 Final Design Submittal		4	32	24	24				124	\$23,840	\$5,080	\$2,862	\$8,060	\$34,002	\$37,402	\$50	\$55	\$61,297
2.5 QA/QC						24			24	\$6,384	\$3,358	\$2,782	\$1,300	\$7,440	\$8,184		\$0	\$14,568
2.6 Bid Services		2	28	14	14			4	92	\$17,508	\$4,100	\$1,391	\$1,880	\$7,371	\$8,108	\$50	\$55	\$25,671
Subtotal Task 2:	2	50	236	234	218	24	290	12	1066	\$207,730	\$40,958	\$69,539	\$44,200	\$154,697	\$170,167	\$394	\$433	\$378,330
Task 3: Electrical Upgrades Design																		
3.1 Project Management and Administration	2	4	16	8	8			24	62	\$12,262		\$5,981		\$5,981	\$6,579	\$100	\$110	\$18,951
3.2 Grit MCC Replacement									0	\$0		\$37,381		\$37,381	\$41,119		\$0	\$41,119
3.3 RAS MCC Replacement									0	\$0		\$53,081		\$53,081	\$58,389		\$0	\$58,389
3.4 Chlorine MCC Replacement									0	\$0		\$53,081		\$53,081	\$58,389		\$0	\$58,389
Subtotal Task 3:	2	4	16	8	8	0	24	0	62	\$12,262	\$0	\$149,523	\$0	\$149,523	\$164,475	\$100	\$110	\$176,847
Task 4: Headworks Bar Screen Replacement Design (Optional Add-on)																		
4.1 Project Management and Administration	1	2	4	4				2	13	\$2,907	\$385	\$689		\$1,074	\$1,181	\$190	\$209	\$4,297
4.2 50% Design		2	16	8	8			16	50	\$9,872	\$664	\$5,164		\$5,828	\$6,411	\$50	\$55	\$16,338
4.3 95% Design		2	16	8	8			16	50	\$9,872	\$664	\$5,164		\$5,828	\$6,411	\$50	\$55	\$16,338
4.4 Final Design Submittal		2	12	6	6			8	34	\$6,970	\$332	\$5,164		\$5,496	\$6,046	\$50	\$55	\$13,071
4.5 QA/QC						8			8	\$2,128	\$650	\$1,073		\$1,723	\$1,895		\$0	\$4,023
4.6 Bid Services		1	8	4	4			4	22	\$4,448	\$442	\$344		\$786	\$865	\$50	\$55	\$5,368
Subtotal Task 4:	1	9	56	30	26	8	44	3	177	\$36,197	\$3,137	\$17,597	\$0	\$20,734	\$22,808	\$390	\$429	\$59,434
Task 5: Effluent Area PLC Evaluation & Design (Optional Add-On)																		
5.1 Project Management and Administration									0	\$0		\$1,170		\$1,170	\$1,287		\$0	\$1,287
5.2 50% Design									0	\$0		\$8,778		\$8,778	\$9,656		\$0	\$9,656
5.3 95% Design									0	\$0		\$8,778		\$8,778	\$9,656		\$0	\$9,656
5.4 Final Design Submittal									0	\$0		\$8,778		\$8,778	\$9,656		\$0	\$9,656
5.5 QA/QC									0	\$0		\$1,170		\$1,170	\$1,287		\$0	\$1,287
5.6 Bid Services									0	\$0		\$585		\$585	\$644		\$0	\$644
Subtotal Task 5:	0	0	0	0	0	0	0	0	0	\$0	\$0	\$29,259	\$0	\$29,259	\$32,186	\$0	\$0	\$32,186
Task 6: Project Contingency (Optional)																		
6.1 10.4% Contingency (must be authorized by City in writing)																		\$98,635
Subtotal Task 6:																		\$98,635
TOTAL	7	109	464	362	334	56	554	21	1907	\$377,117	\$95,470	\$364,528	\$60,700	\$520,698	\$572,768	\$1,345	\$1,479	\$1,050,000

- The individual hourly rates include salary, overhead and profit.
- Subconsultants will be billed at actual cost plus 10%.
- Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
- RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016
To: Honorable Mayor & Members of the City Council
From: City Treasurer
Presentation By: Spencer Morrison, Accounting Manager/City Treasurer

Summary

Subject: Presentation of Investment Report – Quarter Ended September 30, 2016
Recommendation: Note & File Quarterly Investment Report
Fiscal Impact: Informational item only

Purpose:

To provide information regarding the investment of City funds.

Background:

In accordance with the City's adopted Investment Policies, staff has prepared the attached investment report for City Council review for the previous quarter (July, August, and September).

Analysis:**Portfolio Highlights:**

- As of September 30, 2016, the City's overall investment portfolio (estimated market value) totaled \$98,741,117, an increase of \$585,353 over the previous quarter.
- Notable transactions during the quarter that affected cash flows included: the June Sales Tax receipt, \$1.2 million, the 3rd Property Tax allocation, \$2.1 million, DOT reimbursement for the 5th Street Bridge project, \$1.1million, Tax Allocation Bonds debt service, \$1.0 million; the final Pension Obligation Bond debt service, \$1.2 million; SBFCA construction related costs, \$27.7 million; State reimbursements for SBFCA construction costs (not specific to this quarter) and other transfers into the capital account, \$50.1 million.
- The portfolio shows a “paper gain” of \$359,602 as of September 30th. This represents the amount of value that the City would gain if it were to liquidate its entire portfolio at the end of the reporting period. However, such losses will not be realized if the investments are held until maturity (which is the city's general investment strategy).
- The City's portfolio is purchasing higher yield securities with each maturing bond lifting the overall portfolio yield compared to past quarters. The Treasurer's office remains positioned for the impending rate increase, perhaps in December, but not overly optimistic in regard to the maturity dates of our purchases. For the quarter ended 9/30/16, 17 investments matured or were sold with an average yield of 1.09%. The funds were re-invested in 17 securities with an average yield of 1.10%. This contributed to the slight increase in the “Weighted Average Yield to Maturity” of the City's total investment portfolio from 0.99% to 1.03% for the quarter.

- The City's cash flow needs will be met by the roughly \$45.9 million as of September 30th (approximately 46.4% of the "City Held Investments" portfolio value) that is currently invested in LAIF, CAMP, and in the city's Wells Fargo account, which are wholly liquid.

Outlook: Portfolio yield continues to grow slowly, similar to the economy. The economy's steadiness over the summer helps the Fed's case to raise rates. The main factors to watch continue to be wage growth, consumption, and housing. With the current investing climate, the City's portfolio will remain focused in the one to three year durations utilizing more of the higher yielding agency bonds than treasuries.

Summary Overview: The City's Investment portfolio continues to remain safe and stable. Each investment continues to be in compliance with state law and the City's formal Investment Policies. Our three primary objectives for the City's portfolio are safety, liquidity, and then yield. With this in mind, staff continues to conservatively look for opportunities in today's marketplace while remaining focused on our primary objectives.

Fiscal Impact:

Informational Item only.

Recommendation:

Staff recommends for council to note and file the Quarterly Investment Report for the period ending September 30, 2016.

Prepared and Submitted By:

/s/ Spencer Morrison

Spencer Morrison
City Treasurer

Reviewed By:

City Manager

SK

Finance

RB

City Attorney

TH via email



City of Yuba City

Treasurer's Quarterly Investment Report

AS PRESCRIBED BY CALIFORNIA GOVERNMENT CODE SECTION 53646

September 30, 2016

**City of Yuba City – Month-By-Month Comparison Report
September 30, 2016**

The following table provides a comparison of the portfolio for the quarter ended September 30, 2016, and the previous quarters ended December 2015, March 2016, and June 2016.

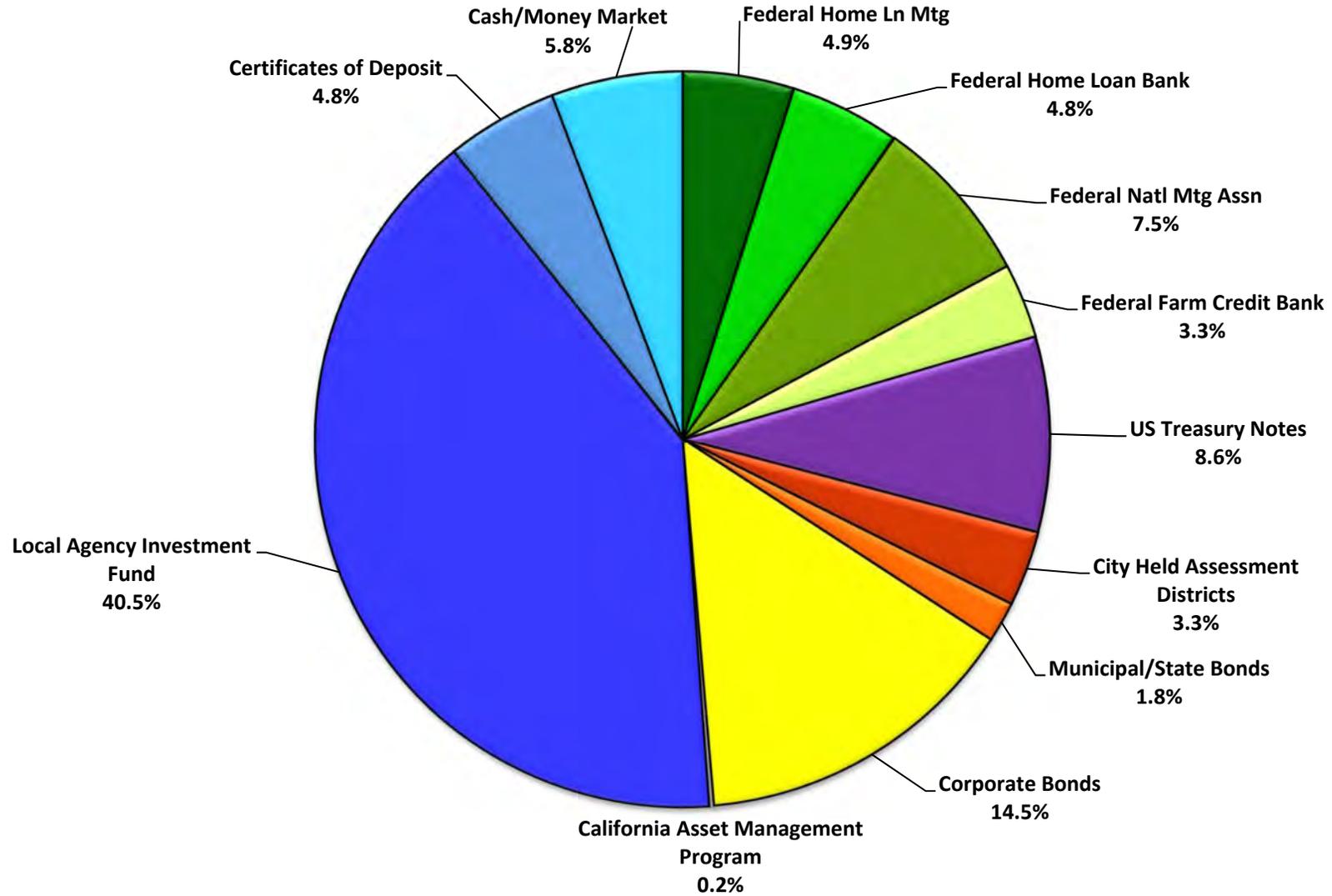
Portfolio Comparison				
	12/31/15	3/31/16	6/30/16	9/30/16
Cost Basis	\$111,690,919 ⁽²⁾	\$109,646,406 ⁽²⁾	\$97,702,675	\$99,009,529
Estimated Market Value	111,687,850 ⁽²⁾	110,004,459 ⁽²⁾	98,155,764	99,369,131
Unrealized Gains/(Losses) ⁽¹⁾	(3,069)	358,053	453,089	359,602
Liquidity	31.93%	43.58%	45.51%	46.44%
Weighted Average Years: Maturity of City Held Funds	2.20 years	1.74 years	1.62 years	1.66 years
LAIF Interest Rate	0.40%	0.506%	0.576%	0.576%
CAMP Interest Rate	0.230%	0.500%	0.510%	0.510%
Portfolio: Weighted Average Yield to Maturity at Market	0.80%	0.91%	0.99%	1.03%
CPI (Annualized)	0.7%	0.9%	1.0%	1.5%

Note: (1) This represents the amount of money that the City would gain (or lose) if it were to liquidate its entire portfolio at the end of the reporting period. However, such gains (or losses) will not be realized if the investments are held until maturity (which is the City's historical investment strategy).

(2) These balances include escrow funds from a bond refunding being held by the trustee until the remaining bonds are called.

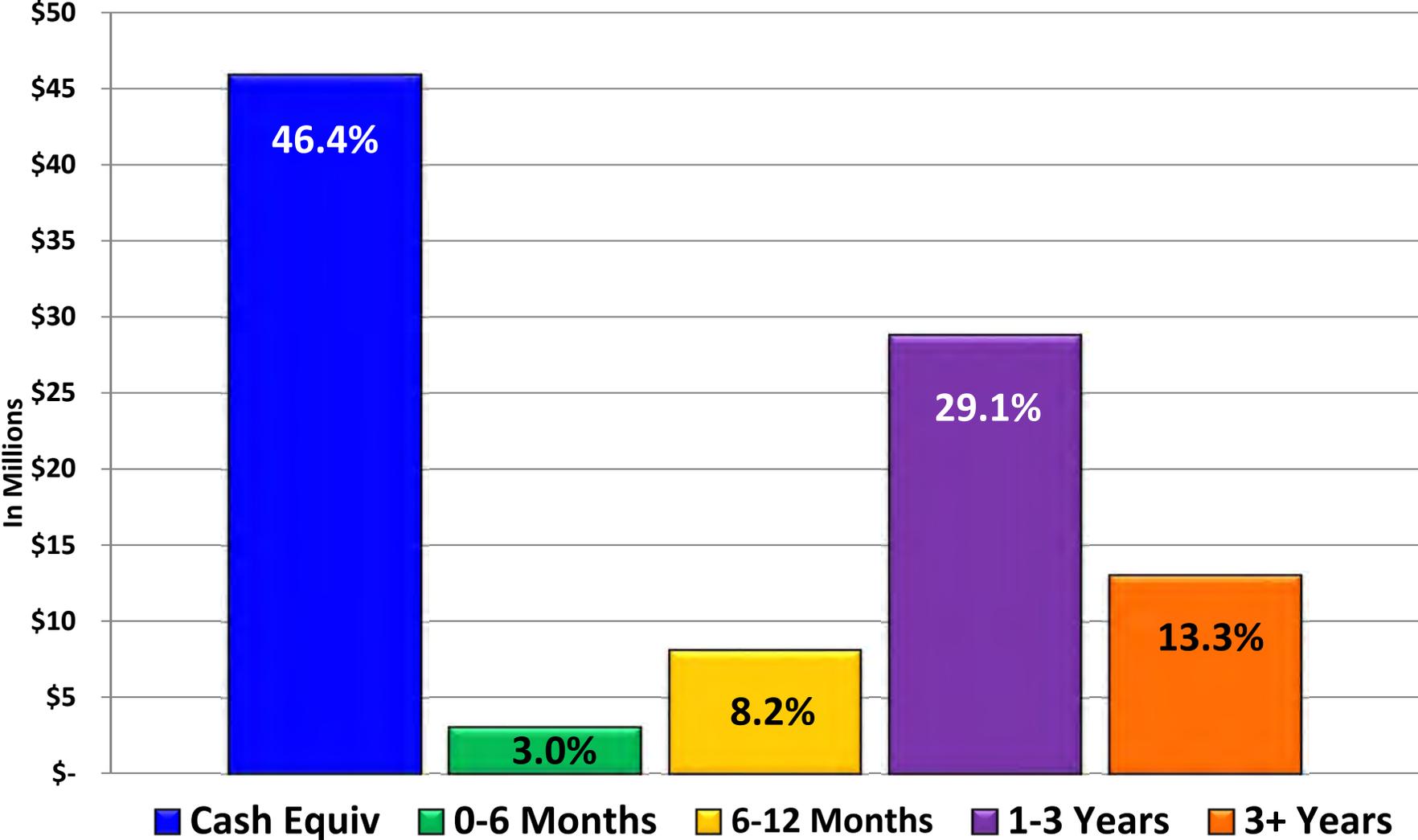
City of Yuba City – Quarterly Investment Report
September 30, 2016

Composition of City Held Investments



City of Yuba City – Quarterly Investment Report
September 30, 2016

City Held Investment Portfolio Maturity Distribution



**City of Yuba City
Monthly Investment Statement
City Held Investments
September 2016**

No.	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
	U.S. Consumer Price Index (Inflation)	September 2016		1.500%			
1	Local Agency Investment Fund (LAIF)	Daily	0.634%	0.634%	\$ 39,935,011	\$ 39,947,233	\$ 12,221
2	Calif. Asset Management Program (CAMP)	Daily	0.640%	0.640%	203,045	203,045	-
3	Umpqua Bank Public Funds Money Market	Daily	0.320%	0.320%	67	67	-
4	Wells Fargo Money Market & Checking Accts.	Daily (Sweep)	0.000%	0.000%	5,194,122	5,194,122	-
5	Dreyfus Govt Cash Management Fund	Daily	0.100%	0.000%	512,866	512,866	-
2	US Treasury Notes	12/15/16	0.625%	0.620%	500,078	500,354	276
3	Bank of America Corp Bond	02/14/17	1.250%	1.170%	501,050	500,255	(795)
4	US Treasury Notes	02/15/17	0.625%	0.820%	497,539	500,485	2,946
5	Fannie Mae	03/14/17	0.750%	0.750%	1,000,800	1,001,260	460
6	Deere John Cap Corp	03/15/17	1.400%	0.950%	504,415	501,061	(3,354)
7	Canadian Imperial Bank	04/06/17	1.010%	1.010%	475,000	474,406	(594)
8	Rabobank Nederland	04/21/17	1.070%	1.070%	575,000	574,708	(292)
9	BMO Harris Bk Natl Assn	04/24/17	1.000%	1.010%	475,000	475,814	814
10	Freddie Mac	05/12/17	1.250%	0.870%	1,011,900	1,004,136	(7,764)
11	Pfizer Inc SR Notes	05/15/17	1.100%	0.920%	501,900	500,414	(1,486)
12	US BankCorp MTNS Bank	05/15/17	1.650%	1.180%	766,478	752,184	(14,294)
13	Nordea Bank Finland	05/26/17	1.150%	1.150%	475,000	474,782	(219)
14	John Deere Cap Corp	06/12/17	1.125%	1.140%	364,828	365,457	629
15	HSBC USA INC IN	06/23/17	1.300%	1.350%	189,711	189,926	215
16	Freddie Mac	06/29/17	1.000%	0.820%	1,008,550	1,002,817	(5,733)
17	US Treasury Notes	06/30/17	0.750%	0.700%	500,508	500,546	38
18	California Earthquake Auth Rev	07/01/17	1.824%	1.820%	130,000	130,619	619
19	Toyota ABS	07/15/17	0.710%	0.710%	1,582	1,581	(0)
20	Svenska C/D	08/24/17	1.275%	0.840%	475,000	476,078	1,078
21	Wells Fargo & Co.	09/08/17	1.400%	1.430%	249,753	249,925	173
22	IBM Corp Notes	09/14/17	5.700%	1.600%	494,211	443,518	(50,694)
23	US Treasury Notes	09/30/17	0.625%	0.730%	498,750	499,766	1,016
24	Federal Farm Credit Bank	10/13/17	0.650%	0.930%	994,770	999,360	4,590
25	Bank of Nova Scotia	11/06/17	1.560%	1.550%	475,000	476,584	1,584

**City of Yuba City
Monthly Investment Statement
City Held Investments
September 2016**

No.	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
26	Skandinaviska Enskilda	11/16/17	1.480%	1.480%	475,000	475,713	713
27	HSBC Bank C/D	11/17/17	1.394%	0.970%	475,000	476,074	1,074
28	Federal Home Loan Bank	12/08/17	0.750%	0.770%	999,000	1,000,220	1,220
29	US Treasury Notes	12/15/17	1.000%	0.850%	501,777	501,778	0
30	Fannie Mae Global Notes	12/20/17	0.875%	0.880%	749,820	751,119	1,299
31	Freddie Mac	01/12/18	0.750%	1.010%	987,580	999,705	12,125
32	Ford ABS	01/15/18	0.810%	0.810%	4,219	4,219	(0)
33	IBM Corp Notes	02/06/18	1.125%	1.230%	598,170	599,921	1,751
34	Berkshire Hathaway Fin Corp	02/09/18	1.550%	1.310%	502,750	502,900	150
35	Fannie Mae	02/27/18	1.050%	0.890%	577,162	576,800	(362)
36	Federal Farm Credit Bank	03/01/18	1.050%	0.990%	1,252,050	1,254,050	2,000
37	Exxon Mobil Corp	03/06/18	1.305%	1.310%	350,000	351,059	1,059
38	Royal Bank CDA	03/09/18	1.700%	1.690%	475,000	477,244	2,244
39	Toronto Dominion Bank NY CD	03/14/18	1.720%	1.720%	475,000	475,789	789
40	US Treasury Notes	03/31/18	0.750%	0.780%	499,688	500,137	449
41	Fannie Mae Series	04/01/18	1.550%	0.830%	111,100	110,404	(696)
42	Microsoft Corp	05/01/18	1.000%	1.010%	139,912	139,974	62
43	Apple Inc.	05/03/18	1.000%	1.080%	254,059	254,645	585
44	Apple Inc.	05/03/18	1.000%	1.170%	495,880	499,303	3,423
45	UC General Rev Bnds	05/15/18	2.054%	2.050%	370,000	376,460	6,460
46	Fannie Mae Global Notes	05/21/18	0.875%	1.190%	344,736	350,311	5,575
47	Bank of New York Mellon	05/22/18	1.600%	1.600%	224,980	226,341	1,362
48	Chevron Corp SR Notes	06/24/18	1.718%	1.720%	365,000	368,217	3,217
49	Fannie Mae	06/26/18	0.920%	0.910%	1,000,320	1,000,990	670
50	US Treasury Notes	07/31/18	1.375%	0.870%	506,953	505,410	(1,543)
51	FHLB Global Note	08/07/18	0.625%	0.860%	671,888	672,369	481
52	Federal Home Loan Bank	08/24/18	0.950%	0.940%	1,000,340	1,001,550	1,210
53	Fannie Mae Series	09/01/18	0.642%	0.380%	73,453	73,446	(7)
54	Federal Farm Credit Bank	10/09/18	0.875%	0.980%	996,850	999,640	2,790
55	FHLMC Reference Note	10/12/18	0.875%	0.900%	499,785	499,770	(15)

**City of Yuba City
Monthly Investment Statement
City Held Investments
September 2016**

No.	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
56	US BankCorp MTNS Bank	11/15/18	1.950%	1.070%	1,019,670	1,012,703	(6,967)
57	US Treasury Notes	11/30/18	1.250%	1.450%	545,316	555,070	9,754
58	Fannie Mae Series	01/01/19	1.898%	1.200%	131,300	131,078	(222)
59	Honda ABS	02/21/19	1.040%	1.050%	169,974	170,065	91
60	Apple Inc.	02/22/19	1.700%	1.480%	503,220	505,664	2,444
61	FNMA Benchmark Note	02/26/19	1.000%	1.080%	399,056	400,568	1,512
62	Cisco Sys Inc	03/01/19	2.125%	1.830%	479,740	484,291	4,551
63	Freddie Mac	04/15/19	1.125%	0.970%	1,004,110	1,004,441	331
64	Goldman Sachs Bank USA	04/25/19	2.000%	2.100%	34,903	35,233	330
65	Goldman Sachs Bank USA	04/25/19	2.000%	2.020%	199,872	201,332	1,460
66	US Treasury Notes	04/30/19	1.625%	1.160%	76,348	76,453	105
67	Toyota ABS	05/15/19	1.270%	1.270%	239,987	240,560	573
68	Caterpillar Financial Service	05/18/19	1.350%	1.380%	999,260	999,013	(247)
69	Wells Fargo Bank NA	05/24/19	1.750%	1.260%	1,013,560	1,004,499	(9,061)
70	Freddie Mac Notes	05/30/19	1.750%	1.540%	302,676	306,264	3,588
71	Citigroup Inc Corp Notes	06/07/19	2.050%	2.070%	99,948	100,761	813
72	Federal Home Loan Bank	06/28/19	0.800%	0.910%	996,726	995,510	(1,216)
73	FNMA Benchmark Note	08/02/19	0.875%	1.000%	523,047	522,959	(88)
74	FHLB Global Note	08/05/19	0.875%	0.940%	598,848	597,782	(1,066)
75	American Honda Finance NTS	08/15/19	2.250%	2.290%	499,075	512,406	13,331
76	Fannie Mae	08/23/19	1.150%	1.150%	850,000	849,354	(646)
77	FNMA Notes	08/28/19	1.000%	1.030%	344,690	344,841	152
78	Fannie Mae Series	09/01/19	1.646%	1.080%	222,203	221,091	(1,112)
79	Burlington North Corp	10/01/19	4.700%	1.460%	138,033	137,375	(658)
80	Nissan ABS	10/15/19	1.050%	1.060%	184,961	185,154	193
81	Ford ABS	11/15/19	1.160%	1.160%	124,988	125,183	195
82	FNMA Benchmark Note	11/26/19	1.750%	1.670%	301,074	306,700	5,626
83	GECC	01/08/20	5.500%	2.230%	482,031	480,210	(1,820)
84	US Treasury Notes	02/29/20	1.250%	1.330%	348,742	353,158	4,416
85	US Treasury Notes	02/29/20	1.250%	1.590%	468,357	479,286	10,929

**City of Yuba City
Monthly Investment Statement
City Held Investments
September 2016**

No.	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
86	Fannie Mae Series	04/01/20	0.772%	0.540%	228,398	228,705	307
87	John Deere ABS 2016-B A3	06/15/20	1.250%	1.250%	54,996	55,085	89
88	JP Morgan Chase & Co	06/23/20	2.750%	2.640%	477,361	488,800	11,439
89	US Treasury Notes	07/31/20	2.000%	1.600%	203,578	207,055	3,476
90	US Treasury Notes	07/31/20	2.000%	1.230%	387,407	388,227	820
91	Ally ABS	08/15/20	1.440%	1.440%	89,991	90,475	484
92	US Treasury Notes	08/31/20	2.125%	1.760%	889,219	910,376	21,158
93	Ford ABS	10/15/20	1.330%	1.330%	54,995	55,163	168
94	US Treasury Notes	11/15/20	2.625%	1.210%	939,898	939,518	(380)
95	US Treasury Notes	11/30/20	2.000%	1.350%	566,307	570,109	3,802
96	Wells Fargo & Company Notes	12/07/20	2.550%	2.030%	255,653	254,906	(747)
97	Nissan ABS	01/15/21	1.320%	1.330%	49,992	50,200	208
98	Hyundai Auto Receivables Trust	04/15/21	1.290%	1.300%	129,983	130,169	187
99	Bank of New York Mellon Corp Notes	05/03/21	2.050%	2.070%	249,743	251,694	1,951
100	American Express Credit Corp Notes	05/05/21	2.250%	2.290%	124,768	126,918	2,150
101	FNMA Benchmark Note	05/06/21	1.250%	1.110%	503,170	499,595	(3,575)
102	Branch Banking & Trust Corp Note	05/10/21	2.050%	2.070%	124,888	126,305	1,418
103	US Treasury Notes	05/31/21	2.000%	1.190%	518,711	519,024	313
104	FHLB Global Note	07/14/21	1.125%	1.250%	521,939	521,143	(796)
105	Darrough Drive AD	09/02/24	6.000%	6.000%	80,606	80,606	-
106	Buttes Vista 2000-1 AD, 2013 Refunding	09/02/25	2.730%	2.730%	466,671	466,671	-
107	Buttes Vista 2002-1 AD, 2013 Refunding	09/02/27	2.730%	2.730%	491,542	491,542	-
108	Staple/Ashley/Cornwell AD	09/02/30	6.000%	6.000%	115,403	115,403	-
109	Yuba City RDA TABs	09/01/32	5.375%	6.460%	960,000	1,249,536	289,536
110	WWTP Solar System (DS, June 30)	06/30/33	4.000%	4.000%	2,105,964	2,105,964	-
Total City Held Investments					\$ 98,382,300	\$ 98,741,117	\$ 358,818

**City of Yuba City Investment Report
Investments Held By Trustees
September 2016**

No.	Description of Debt Issuance	Account Type	Description of Security	Maturity Date	Coupon Rate	Yield to Maturity	Cost Basis	Estimated Market Value	Unrealized Gain/(Loss)
113	Sunsweet Blvd CFD - 2005	Reserve	LAIF	Daily	0.634%	0.634%	-	-	-
114		Reserve	Blackrock T-Fund	Daily	0.210%	0.210%	283	283	-
115		Installment	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
116	RDA Tax Allocation Bonds - 2007	Reserve	Blackrock T-Fund	Daily	0.220%	0.220%	32	32	-
117	Wastewater Revenue Refunding - 2011	Reserve	Blackrock T-Fund	Daily	0.000%	0.000%	2	2	-
118		Debt Service	Blackrock T-Fund	Daily	0.200%	0.200%	15	15	-
119	2013 Water Rev COP	Debt Service	Blackrock T-Fund	Daily	0.000%	0.000%	45	45	-
120	TABs Refunding - 2015	Debt Service	Blackrock T-Fund	Daily	0.210%	0.210%	114	114	-
121		Interest	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
122		Reserve	Blackrock T-Fund	Daily	0.010%	0.010%	128,551	128,717	166
123		Reserve	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
124		Reserve	Blackrock T-Fund	Daily	0.010%	0.010%	478,449	479,067	618
125		Issuance	Blackrock T-Fund	Daily	0.210%	0.210%	19,712	19,712	-
126	Gauche Park Refunding - 2015	Debt Service	Blackrock T-Fund	Daily	0.230%	0.230%	22	22	-
127		Debt Service	Blackrock T-Fund	Daily	0.000%	0.000%	1	1	-
128		Interest		Daily	0.000%	0.000%	-	-	-
129		Reserve	Assured Guaranty	06/01/36	Discount	0.000%	1	1	-
130		COI	Blackrock T-Fund	Daily	0.190%	0.190%	-	-	-
	U.S. Consumer Price Index (Inflation)			September 2016		1.500%			
Total Trustee-Held Investments							\$ 627,229	\$ 628,013	\$ 784

TOTAL CITY & TRUSTEE-HELD INVESTMENTS	\$ 99,009,529	\$ 99,369,131	\$ 359,602
--	----------------------	----------------------	-------------------

I certify to the best of my knowledge: (i) That this statement reflecting all City investments is accurate and complete; (ii) That each investment conforms with the City's investment policies, as well as California's Government Code; and (iii) That sufficient cash flow liquidity is available to meet the next six months of estimated disbursements.

Signed: /s/ Spencer Morrison
Spencer Morrison, City Treasurer

Date: _____ 6/30/2016

Investment Activity
July - August - September 2016

Description of Security	Broker	Settlement Date	Maturity Date	Trade Date	Activity Type	Coupon Rate	Yield to Maturity	Cost Basis
SALES/REDEMPTIONS								
BERKSHIRE HATHAWAY FIN GLOBAL	Goldman Sachs	07/08/16	08/15/16	07/07/16	SELL	0.950%	0.970%	316,261
BERKSHIRE HATHAWAY FIN GLOBAL	MarketAxess Corp	07/08/16	05/15/17	07/07/16	SELL	1.600%	1.620%	201,715
FREDDIE MAC GLOBAL NOTES	Wachovia Capital Markets, LLC	07/08/16	06/29/17	07/07/16	SELL	1.000%	0.960%	426,768
US TREASURY NOTES	Morgan Stanley	07/15/16	02/28/21	07/14/16	SELL	2.000%	1.310%	524,719
US TREASURY NOTES	Loop Capital Markets, LLC	07/27/16	07/31/18	07/19/16	SELL	1.375%	0.870%	50,989
FREDDIE MAC		7/28/2016	10/28/2019	7/28/2016	MATURE	1.400%	1.420%	1,000,000
FANNIE MAE	Citigroup	8/3/2016	11/14/2016	8/2/2016	SELL	0.550%	0.550%	1,903,074
FEDERAL FARM CREDIT BANK	Bank of New York	8/3/2016	1/17/2017	8/2/2016	SELL	4.875%	0.830%	1,022,383
US TREASURY NOTES	Barclays Capital Inc., Fixed Income	08/04/16	09/30/19	08/03/16	SELL	1.750%	1.370%	594,838
GOLDMAN SACHS BANK USA CD		08/12/16	08/12/16	08/12/16	MATURE	0.900%	0.900%	500,000
US TREASURY NOTES	Greenwich Capital Markets, Inc.	08/12/16	07/31/18	08/11/16	SELL	1.375%	0.980%	668,237
RABOBANK NEDERLAND		8/16/2016	8/16/2016	8/16/2016	MATURE	0.000%	0.820%	850,000
BANK OF TOKYO MITSUBISHI CP	UBS Financial Services/Govt Sec #2	09/02/16	10/03/16	09/02/16	SELL	0.000%	0.900%	574,728
US TREASURY NOTES	Salomon Bros.	09/02/16	09/30/19	08/31/16	SELL	1.750%	1.370%	258,015
TOYOTA MOTOR CREDIT CORP		9/15/2016	9/15/2016	9/15/2016	MATURE	2.000%	1.000%	1,000,000
US TREASURY NOTES	HSBC Securities, Inc.	09/16/16	10/31/18	09/15/16	SELL	1.250%	1.490%	506,892
US TREASURY NOTES	Morgan Stanley	09/21/16	04/30/19	09/14/16	SELL	1.625%	1.160%	102,601
Total Sales/Redemptions								\$ 10,501,219

PURCHASES								
US BANCORP	Goldman Sachs	8/5/2016	10/15/18	8/2/2016	BUY	1.950%	1.070%	1,019,670
FREDDIE MAC	Keybank National Association	7/28/2016	4/15/2019	7/26/2016	BUY	1.125%	0.970%	1,004,110
CATERPILLAR FINL SERVICE	BNP Paribas Securities Bond	9/15/2016	5/18/2019	9/12/2016	BUY	1.350%	1.380%	999,260
WELLS FARGO BANK NA	Wachovia Capital Markets, LLC	8/5/2016	5/24/2019	8/2/2016	BUY	1.750%	1.260%	1,013,560
FEDERAL HOME LOAN BANK	Wachovia Capital Markets, LLC	8/3/2016	6/28/2019	8/2/2016	BUY	0.800%	0.910%	997,348
FANNIE MAE	Wachovia Capital Markets, LLC	8/23/2016	8/23/2019	8/10/2016	BUY	1.150%	1.150%	850,000
JOHN DEERE ABS 2016-B A3	RBC Capital Markets	07/27/16	6/15/2019	07/19/16	BUY	1.250%	1.250%	54,996
FNMA BENCHMARK NOTE	Goldman Sachs	08/12/16	8/2/2019	08/11/16	BUY	0.875%	1.000%	523,047
FHLB GLOBAL NOTE	Wells Fargo Securities	08/04/16	8/5/2019	08/03/16	BUY	0.875%	0.940%	598,848
FNMA NOTES	Morgan Stanley	09/02/16	8/28/2019	08/31/16	BUY	1.000%	1.030%	344,690
US TREASURY NOTES	Barclays Capital Inc., Fixed Income	07/08/16	2/28/2021	07/07/16	BUY	2.000%	1.310%	527,810
HYUNDAI AUTO RECEIVABLES TR	Chase Securities, Inc.	09/21/16	4/15/2021	09/14/16	BUY	1.290%	1.300%	129,983
FNMA BENCHMARK NOTE	Goldman Sachs	07/08/16	5/6/2021	07/07/16	BUY	1.250%	1.000%	503,170
US TREASURY NOTES	HSBC Securities, Inc.	09/02/16	5/31/2021	09/01/16	BUY	2.000%	1.190%	521,279
FHLB GLOBAL NOTE	Goldman Sachs	07/15/16	7/14/2021	07/14/16	BUY	1.125%	1.250%	521,939
FHLB NOTES	Keybank Capital Markets, Inc.	08/12/16	8/7/2018	08/11/16	BUY	0.625%	0.860%	671,888
FHLMC REFERENCE NOTE	Barclays Capital Inc., Fixed Income	09/16/16	10/12/2018	09/15/16	BUY	0.875%	0.900%	499,785
Total Purchases								\$ 10,781,383

**City of Yuba City - Quarterly Investment Transaction Report
September 2016 - Market Value Summary**

Account Types	Balance 3/31/2016	Balance 6/30/2016	Period Activity
City Held Investments			
Local Agency Investment Fund	\$ 32,918,590	\$ 39,947,233	\$ 7,028,642
California Asset Management Program	102,938	203,045	100,107
Umpqua Bank Public Funds Money Market	4,529,398	67	(4,529,331)
Cash/Money Market	6,679,786	5,706,988	(972,797)
Federal Agency Securities	18,112,122	19,226,718	1,114,596
US Treasuries	10,209,235	7,505,912	(2,703,323)
Certificates of Deposit	5,358,891	4,857,191	(501,700)
Municipal/State Bonds	1,759,273	1,756,615	(2,658)
Corporate Bonds	14,102,865	13,774,800	(328,065)
City-held Assessment Districts	3,370,343	3,260,186	(110,157)
Total City Held Investments	\$ 97,143,443	\$ 96,238,755	\$ (904,687)
Trustee Held Investments			
Sunsweet Blvd CFD - 2004	\$ 219,396	\$ 284	\$ (219,112)
RDA Tax Allocation 2007	32	32	0
TABs Refunding - 2015 ¹	808,030	627,612	(180,418)
Gauche Park Refunding	24	24	0
Total Trustee Held Investments	\$ 1,027,544	\$ 628,014	\$ (399,530)
Total	\$ 98,170,987	\$ 96,866,769	\$ (1,304,217)

(1) Denotes the change in reporting of \$15.3MM of bond refunding escrow funds that are not considered investments and will not be included in this report in the future.

CITY OF YUBA CITY
STAFF REPORT

Date: November 1, 2016

To: Honorable Mayor & Members of the City Council

From: Administration

Presentation By: Terrel Locke, Assistant to the City Manager

Summary

Subject: 2017 City Council Meeting Calendar

Recommendation: Cancel the January 3rd, July 4th, May 2nd, and August 1st, 2017 Regular Council Meetings and provide for Special Workshops to be scheduled. Special Workshops, if needed, will be reserved for the second Tuesday of every month beginning at 5:00 p.m. in the Council Chambers

Fiscal Impact: None

Purpose:

To establish the City Council Meeting Calendar for 2017.

Background:

The Yuba City Municipal Code Section 2-1.01 sets the Regular meetings of the City Council to occur on the first and third Tuesday of each month at 6:00 p.m. in the Council Chambers. Special meetings or workshops may be called at any time by the Mayor or by a majority of the members of the Council.

In order to allow the City Council to determine their schedules in advance and to allow staff to prepare for meetings and workshops more efficiently, it is proposed that Council review and discuss a Council Meeting Calendar for 2017. A proposed calendar is attached for your reference.

Discussion

2017 provides few scheduling conflicts with City Council Meetings and holidays. Staff has the following recommendations for the upcoming year:

January 3, 2017 – Cancel

- The first meeting in January has traditionally been canceled because of the New Year's holiday. In addition, this year the City Hall offices will be closed the last week in December for approved Holiday Closure, the time during which agenda preparation usually occurs.

July 4, 2017 – Cancel

- The Regular City Council meeting falls on the July 4th holiday.

May 2, 2017 – Cancel

- April 29th - May 3rd is the annual Metro Chamber of Commerce Cap to Cap trip to Washington D.C.

August 1, 2017 – Cancel

- The Council has the option of participating in National Night Out events on the first Tuesday in August in place of the scheduled Council meeting. National Night Out is designed to heighten crime and drug prevention awareness and to provide an opportunity to promote and celebrate police-community partnerships in crime prevention efforts. This event is well received by the community.

December 5, 2017

- Reserve for the new Mayor's swearing in ceremony.

Proposed Special Workshops:

DATE	TOPIC
Tuesday, January 10	Joint Meeting with Planning Commission
Thursday, January 31	Council Priorities and Goals
Wednesday, February 8	Joint Meeting with Planning Commission
Tuesday, May 23	2017-2018 Budget Study Session
Tuesday, August 1	National Night Out

Additional Special Workshops, if needed, can be reserved for the second Tuesday of every month beginning at 5:00 p.m. in the Council Chambers.

Alternatives:

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

Recommendation:

Staff recommends Cancellation of the January 3rd, July 4th, May 2nd, and August 1st, 2017 Regular Council Meetings and provide for Special Workshops to be scheduled. Special Workshops, if needed, will be reserved for the second Tuesday of every month beginning at 5:00 p.m. in the Council Chambers

Prepared By:

/s/ Terrel Locke

Terrel Locke
Assistant to the City Manager

Submitted By:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Review by:

City Attorney

[TH via email](#)

January 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Holiday	3 COUNCIL MEETING CANCEL	4	5	6	7
8	9	10 Special Joint Workshop With Planning Commission	11	12	13	14
15	16 Holiday	17 COUNCIL MEETING	18 League of California Cities - New Council Member Workshop	19	20	21
22	23	24	25	26	27	28
29	30	31 Special Workshop Priority & Goals				

February 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 COUNCIL MEETING	8 Special Joint Workshop With Planning Commission	9	10	11
12	13 Toride Sister City	14	15	16	17	18
19	20 Holiday	21 COUNCIL MEETING	22	23	24	25
26	27	28				

March 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 COUNCIL MEETING	8	9	10	11
12	13	14	15	16	17	18
19	20	21 COUNCIL MEETING	22	23	24	25
26	27	28	29	30	31	

April 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 COUNCIL MEETING	5	6	7	8
9	10 YCUSD Spring Break	11	12	13	14	15
16 Easter Sunday	17	18 COUNCIL MEETING	19	20	21	22
23	24	25	26	27	28	29 CAP to CAP
30 Cap to Cap						

May 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 CAP to CAP	2 COUNCIL MEETING CANCEL	3	4	5	6
7	8	9	10	11	12	13
14	15	16 COUNCIL MEETING	17	18	19	20
21	22	23 Special Workshop Budget Study	24	25	26	27
28	29 Holiday	30	31			

June 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6 COUNCIL MEETING	7	8	9	10
11	12	13	14	15	16	17
18	19	20 COUNCIL MEETING	21	22	23	24
25	26	27	28	29	30	

July 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4 COUNCIL MEETING CANCEL	5	6	7	8
9	10	11	12	13	14	15
16	17	18 COUNCIL MEETING	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 COUNCIL MEETING CANCEL	2	3	4	5
6	7	8	9	10	11	12
13	14	15 COUNCIL MEETING	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 Holiday	5 COUNCIL MEETING	6	7	8	9
10	11	12	13	14	15	16
17	18	19 COUNCIL MEETING	20	21	22	23
24	25	26	27	28	29	30

October 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 COUNCIL MEETING	4	5	6	7
8	9	10	11	12	13	14
15	16	17 COUNCIL MEETING	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7 COUNCIL MEETING	8	9	10 Holiday	11
12	13	14	15	16	17	18
19	20	21 COUNCIL MEETING	22	23 Holiday	24 Holiday	25
26	27	28	29	30		

December 2017

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 COUNCIL MEETING	6	7	8	9
10	11	12	13	14	15	16
17	18	19 COUNCIL MEETING	20	21	22	23
24	25 Holiday	26	27	28	29	30
31						

CITY OF YUBA CITY

City Council Reports

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

Adjourn to Closed Session**Closed Session—Butte Room****Public Comment:**

Any member of the public wishing to address the City Council on any item listed on the closed session agenda will have an opportunity to present testimony to the City Council prior to the City Council convening into closed session. Comments from the public will be limited to three minutes. No member of the public will be allowed to be present once the City Council convenes into closed session. Contact the City Clerk in advance of the closed session either in person at City Hall, by phone, 822-4817, or email, tlocke@yubacity.net, to allow for time for testimony.

- A. Confer with real property negotiators Steve Kroeger and Diana Langley pursuant to Government Code Section 54956.8 regarding negotiations regarding possible purchase of the following properties or portions thereof: Yuba County APN 010-156-005, 010-156-006, GISI (75%) / Pharis (25%)
- B. Confer with legal counsel regarding existing litigation pursuant to Government Code Section 54956.9(a), Wolfe, et al. v. City of Yuba City, USDC Eastern District Case No. 2:16-cv-01557MCE-AC

Adjournment