LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA
MARCH 20, 2024
6:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

ASHLEY HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
JERAMY CHAPDELAINE, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

LUIS CIBRIAN,
ACTING CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on this agenda. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection at City Hall, 9955 Live Oak Boulevard, Live Oak, during normal business hours. Such documents are also available on the City of Live Oak's website at www.liveoakcity.org, subject to staff's availability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk's office at (530) 695-2112 x107. Requests must be made at least 24 hours in advance.

- ***Remote Viewing:***
    - *Members of the public can view a livestream of the meeting online at* https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.
    - *Members of the public can access the Zoom webinar as follows:*
        - ***Join by Electronic Device:***
          https://us02web.zoom.us/j/89682889872
        - ***Join by Phone:***
          1-669-900-6833 or 1-833-548-0282 (Toll Free)
          Webinar ID: *896 8288 9872*
- ***Public Comment:*** *Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:*
    - ***Public Attendance:*** *Members of the public who attend in person may make comments from the Council Chamber podium.*

- ***Live Remote Public Comment:*** *Members of the public can submit a live remote public comment by:*

  - *Joining the virtual Council meeting via the link below. When public comment is opened, raise your virtual hand and be called upon to speak for up to 3 minutes.*

    https://us02web.zoom.us/j/89682889872

  - *Joining the virtual Council meeting by calling the phone number below. When public comment is opened, dial *9 to raise your hand and be called upon to speak for up to 3 minutes.*

    1-669-900-6833 or 1-833-548-0282 (Toll Free)
    Webinar ID: *896 8288 9872*

- ***Email Public Comment:*** *Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via email to the City Clerk at cmenchaca@liveoakcity.org. Comments will be distributed to Council prior to the meeting and attached to the minutes. Please note that emailed comments will NOT be read aloud by staff during the meeting.*

- ***eComment Feature:*** *Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via the eComment feature at* https://liveoakca.granicus.com/ViewPublisher.php?view_id=1. *Comments will be distributed to Council prior to the meeting and attached to the minutes. Please note that eComments will NOT be read aloud by staff during the meeting.*

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION

CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY

PRESENTATIONS AND RECOGNITIONS

PUBLIC COMMENT

Any person wishing to address the City Council on general jurisdictional matters or consent calendar items may do so at this time. If you are commenting on an agenda item, your comments will be heard at the time that item is scheduled for discussion. The City Council adopted a time limit of three minutes per person. The Brown Act does not allow for Council discussion of items not on the agenda. Councilmembers may only a) refer the matter to staff; b) ask for additional information; c) request a report back; or d) provide a limited factual response for items not listed on the agenda.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

1. City Council Meeting Minutes
   Recommendation: Approve the March 6, 2024, City Council Regular Meeting minutes.
   (Clarissa Menchaca, City Clerk)

2. City Council Meeting Minutes
   Recommendation: Approve the March 15, 2024, City Council Special Meeting minutes.
   (Clarissa Menchaca, City Clerk)

3. Update Regarding Archer Avenue Emergency Repair
   Recommendation: Receive and file.
   (Scott Rolls, City Engineer)

4. Fiscal Year 2024-25 Budget Calendar
   Recommendation: Receive and file.
   (James Ramsey, Finance Director)

5. Single Source Purchase of Oxidation Ditch Air Diffuser Repair Parts for the West Oxidation Ditch (Ditch 1) at the Wastewater Treatment Plant
   Recommendation: 1) Accept bid from Ovivo USA, LLC for diffuser replacement parts; 2) Authorize Acting City Manager to sign the bid; and 3) Instruct Wastewater Treatment Plant staff to complete repairs.
   (Jeff Nelson, Interim Public Works Director)

6. Resolution Designating Luis Cibrian as Acting City Manager
   Recommendation: Adopt resolution designating Luis Cibrian as Acting City Manager.
   (Nicole Rosser, City Attorney)

7. Agreement with Sutter County Fire for Fire Services
   Recommendation: Approve agreement with Sutter County Fire for Fire Services.
   (Luis Cibrian, Acting City Manager)

DISCUSSION ITEMS

8. Discussion and Possible Direction Regarding Future Fire Engine Purchase
Recommendation: Discussion and possible direction.
(John Shalowitz, Sutter County Fire Chief)

BUSINESS ITEMS

9. Yuba-Sutter Economic Development District 2020 CEDS Appendices I, IV, and V Updates and 2022 CEDS Annual Performance and Evaluation
Recommendation: Adopt resolution approving the 2023 Comprehensive Economic Development Performance Report and the updated Appendices I, IV, V, and authorize its submittal to the United States Department of Commerce, Economic Development Administration as set out in the resolution.
(Brynda Stranix, District Director, Yuba-Sutter Economic Development District)

10. Submittal of an Application for the Assistance to Firefighters Grant
Recommendation: Approve submittal of an application for the Assistance to Firefighters Grant.
(Richard Epperson, Sutter County Battalion Chief)

11. Agreement with Sutter County Sheriff for Police Services
Recommendation: Discuss and approve agreement with Sutter County Sheriff for Police Services.
(Luis Cibrian, Acting City Manager)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

COUNCILMEMBER COMMENTS

ADJOURNMENT

City of Live Oak
Report to City Council

Meeting Date: March 20, 2024

Title: City Council Meeting Minutes

Contact Information: Clarissa Menchaca, City Clerk

Recommendation: Approve the March 6, 2024, City Council Regular Meeting minutes.

Attachments:

Minutes

LIVE OAK CITY COUNCIL

MINUTES MARCH 6, 2024 6:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

ASHLEY HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
JERAMY CHAPDELAINE, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

AARON PALMER,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

CALL TO ORDER

Meeting called to order by Mayor Hernandez at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:00 pm.

ROLL CALL

Present: Councilmembers Woten, Chapdelaine, Ghag, Vice Mayor Santana, and Mayor Hernandez

PLEDGE OF ALLEGIANCE AND INVOCATION

Councilmember Ghag led the Pledge of Allegiance. Mayor Hernandez delivered the invocation.

CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY

There were no corrections and/or changes to the agenda.

PRESENTATIONS AND RECOGNITIONS

On behalf of the Council, Mayor Hernandez presented Aaron Palmer, City Manager, with a plaque recognizing him for his service to the City.

PUBLIC COMMENT

The following members of public addressed the Council: Debra Zupar, Joanna McNutt, Juana Corona, and Guadalupe Corona.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

MOTION: APPROVE THE CONSENT AGENDA, WITH THE EXCEPTION OF ITEM 3 AND ITEM 4 WHICH WERE PULLED FOR FURTHER DISCUSSION.
(MOTION: GHAG; SECOND: HERNANDEZ)

VOTE: MOTION PASSED UNANIMOUSLY

1. City Council Meeting Minutes
   Clarissa Menchaca, City Clerk
   Council action: February 21, 2024, City Council Regular Meeting minutes approved.

2. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: February 28, 2024, City Council Special Meeting minutes approved.

3. City of Live Oak 2023 General Plan Annual Progress Report
Kevin Valente, Planning Director

This item was removed from the Consent Agenda for further discussion at the request of Councilmember Ghag.

4. Live Oak 2023 Housing Element Annual Progress Report
Kevin Valente, Planning Director

This item was removed from the Consent Agenda for further discussion at the request of Councilmember Ghag.

DISCUSSION ITEMS

5. Discussion of Murals within the City of Live Oak
Kevin Valente, Planning Director

Kevin Valente, Planning Director, provided a report for the Council.

Aubrey Lopez addressed the Council.

Public Comment was opened and closed without any speakers.

Council action: Directed staff to move forward with Aubrey Lopez's mural request and provided direction with regards to an approval process for future mural requests.

BUSINESS ITEMS

6. City Council Consideration of Appointments to City of Live Oak Planning Commission
Kevin Valente, Planning Director

Kevin Valente, Planning Director, provided a report for the Council.

The following applicants addressed the Council: Matt Cashman, Jaskaran Deol, Gurveer Butter, Mike Tuman, Michelle Serpa, and Jeffrey Stanhope.

Public Comment was opened and closed without any speakers.

MOTION: NOMINATE MATT CASHMAN TO THE LIVE OAK PLANNING COMMISSION, WITH A TERM ENDING JANUARY 31, 2028.
(MOTION: HERNANDEZ; SECOND: WOTEN)

VOTE: MOTION PASSED UNANIMOUSLY

MOTION: NOMINATE MIKE TUMAN TO THE LIVE OAK PLANNING COMMISSION, WITH A TERM ENDING JANUARY 31, 2028.
(MOTION: SANTANA; SECOND: CHAPDELAINE)

VOTE: MOTION PASSED UNANIMOUSLY

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

3. City of Live Oak 2023 General Plan Annual Progress Report
Kevin Valente, Planning Director

Kevin Valente, Planning Director, addressed questions from the Council.

MOTION: RECEIVE AND FILE.
(MOTION: CHAPDELAINE; SECOND: WOTEN)

VOTE: MOTION PASSED UNANIMOUSLY

4. Live Oak 2023 Housing Element Annual Progress Report
Kevin Valente, Planning Director

Kevin Valente, Planning Director, addressed questions from the Council.

MOTION: RECEIVE AND FILE.
(MOTION: GHAG; SECOND: CHAPDELAINE)

VOTE: MOTION PASSED UNANIMOUSLY

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

There were no updates or announcements from the City Attorney or City Manager.

COUNCILMEMBER COMMENTS

Councilmember Woten requested the Sutter County Sheriff's Contract be addressed soon by Council.

Councilmember Ghag touched on the Sutter County Sheriff's contract and the Q Street issues discussed by residents.

Vice Mayor Santana addressed a post on the Live Oak Community Facebook page regarding misinformation related to adopted budgets and proper noticing of the February 28, 2024 City Council Special Meeting.

Mayor Hernandez touched on the importance of elections and voting.

CLOSED SESSION

5. Public Employee Appointment: Acting City Manager, Pursuant to California Government Code Section 54957(b)

*Clerk's Note: If there is any reportable action, a report will be made at the beginning of the next regular Council meeting.

ADJOURNMENT

Mayor Hernandez adjourned the regular meeting at 8:24 pm. Closed Session adjourned at 9:13 pm.

Ashley Hernandez, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

City of Live Oak
Report to City Council

Meeting Date:	March 20, 2024
Title:	City Council Meeting Minutes
Contact Information:	Clarissa Menchaca, City Clerk
Recommendation:	Approve the March 15, 2024, City Council Special Meeting minutes.

Attachments:

Minutes

LIVE OAK CITY COUNCIL

SPECIAL MEETING MINUTES
MARCH 15, 2024
11:00 AM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

ASHLEY HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
JERAMY CHAPDELAINE, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

LUIS CIBRIAN,
ACTING CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

CALL TO ORDER

Meeting called to order by Mayor Hernandez at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 11:06 am.

ROLL CALL

Present: Councilmembers Woten, Chapdelaine, Ghag, Vice Mayor Santana, and Mayor Hernandez

PLEDGE OF ALLEGIANCE

Councilmember Ghag led the Pledge of Allegiance. Councilmember Woten delivered the invocation.

PUBLIC COMMENT

Public Comment was opened and closed without any speakers.

CLOSED SESSION

1. Public Employment: City Manager, Pursuant to California Government Code Section 54957

*Clerk's Note: If there is any reportable action, a report will be made at the beginning of the next regular Council meeting.

ADJOURNMENT

Mayor Hernandez adjourned the meeting at 11:07 am. Closed Session adjourned at 2:17 pm.

_____
Ashley Hernandez, Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date:	March 20, 2024
Title:	Update Regarding Archer Avenue Emergency Repair
Contact Information:	Scott Rolls, City Engineer
Location:	Archer Avenue
Background:	The City Council adopted Resolution No. 03-2024 on February 21, 2024 declaring an emergency situation exists on Archer Avenue and suspending competitive bidding requirements for this specific repair work.
Analysis:	Staff is working with All-American Construction to determine availability of materials and the most cost effective method of executing the repair work.
Fiscal Impacts:	To be determined.
Recommendation:	Receive and file.

City of Live Oak
Report to City Council

Meeting Date: March 20, 2024

Title: Fiscal Year 2024-25 Budget Calendar

Contact Information: James Ramsey, Finance Director

Background: The City Council has asked to create a budget calendar with specific dates that allowed for timely review of the budget as well as allowed time for the public to provide input during study sessions for the budget. Management has developed the following budget calendar for the City Council's review. This item is a receive and file and there is no action that needs to be taken to approve the calendar.

Recommendation: Receive and file.

Attachments:

Staff Report

March 20, 2023

TO: Members of the City Council

FROM: James W Ramsey, CPA, Finance Director

SUBJECT: FY 2024 – 25 Budget

The City Council has asked to create a budget calendar with specific dates that allowed for timely review of the budget as well as allowed time for the public to provide input during study sessions for the budget. Management has developed the following budget calendar for the City Council's review. This item is a receive and file and there is no action that needs to be taken to approve the calendar.

Budget Calendar

Activity	Responsible Party	Timing
Budget requests *-Department heads meet with Finance Director to prepare estimates of revenues and non-payroll expenditures.*	Department Heads	3/25 – 4/5
Personnel Budget *-Finance prepares the payroll budget*	Finance	3/25 – 4/5
Compilation of all budget requests & narratives	Finance	4/8 – 4/12
City Manager evaluation of overall budget	City Manager / Finance Director	4/15 – 4/18
Budget study session materials disseminated to City Council	Finance	4/21
Budget study session - #1	City Council, City Manager, Department Heads, Public	4/26
Update budget document based on study sessions	Finance	4/26 – 4/28

Activity	Responsible Party	Timing
Budget study session - #2 to go over the result of the changes from previous sessions	City Council, City Manager, Department Heads, Public	5/10
Prepare GANN Limit calculation *California Department of Finance letter is typically not available until May 1st*	Finance	5/4
Approval of the budget	City Council	5/17

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: March 20, 2024

Title: Single Source Purchase of Oxidation Ditch Air Diffuser Repair Parts for the West Oxidation Ditch (Ditch 1) at the Wastewater Treatment Plant

Contact Information: Jeff Nelson, Interim Public Works Director

Location: City of Live Oak, Wastewater Treatment Plant

Background: The Wastewater Treatment Plant (WWTP) has two oxidation ditches or basins, referred to as the West Oxidation Basin and East Oxidation Basin. The oxidation basins play a crucial in the treatment process stream at the WWTP and complete the biological treatment phase of the wastewater treatment process and are in continuous 24/7 use. Aeration diffusers are attached to the bottom of the oxidation basins and are used to inject air (oxygen) into the partial treated wastewater (referred to as "mixed liquor") while in the basin. The diffusers in the West Oxidation Basin have completely failed making the West Oxidation Basin completely inoperable and it will be out of service until the diffusers are replaced. See attached photos. Apparently, the West Oxidation Basin has been out of service for at least five years. Treatment plants typically have more than one treatment element like the oxidation basins to allow for routine maintenance of the basins and to provide backup capabilities in the event of a failure of one of the elements.

This is a sole source purchase request because Ovivo is currently the only supplier who distributes the air diffuser replacement parts that fit the WWTP's oxidation basins.

Analysis: Due to the West Oxidation basin being out of service, the WWTP is relying solely on the East Oxidation Basin to complete the wastewater treatment processes. Since the West Oxidation Basin has been out of service for so long, and the plant cannot function properly without the continuous use of the oxidation basin, the East Oxidation Basin has not received any maintenance (routine or otherwise) in over five years, and is showing signs that some of it's air diffusers have failed reducing its treatment effectiveness and indicating inspection and maintenance are required. See attached photos. Unfortunately, the east basin cannot be taken off-line until the west basin is repaired.

City staff have begun removal of the failed diffusers in the west basin and are confident they can complete the installation of the new diffuser parts with a few weeks of taking receipt of them. Utilizing City Staff to complete the installation of the new diffusers will save the City approximately $70,000 that would otherwise be needed to hire a contractor to complete the repairs.

Fiscal Impacts: $107,109.00

$97,109 for parts = $10,000.00 Contingency (10%).

Included in budget for Account #5704

Recommendation: 1) Accept bid from Ovivo USA, LLC for diffuser replacement parts; 2) Authorize Acting City Manager to sign the bid; and 3) Instruct Wastewater Treatment Plant staff to complete repairs.

Attachments:

Proposal Coombs Hopkins
Damaged Diffuser - West Basin
Damaged Diffusers in West Basin 2
Damaged Diffusers in West Basin
Diffuser Removed by Staff
East Basin - Note Uneven Aeration Pattern at Surface
Oxidation Basins Looking West

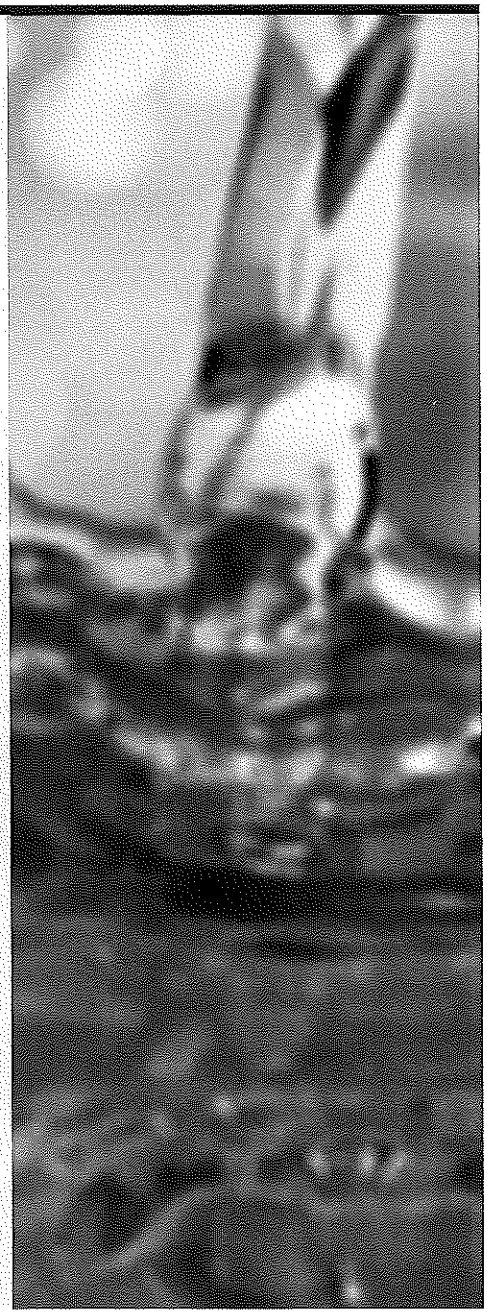
OVIVO Worldwide Experts in Water Treatment

PROPOSAL

Q1387.4–KB

29 NOVEMBER 2023

LIVE OAK WASTEWATER TREATMENT PLANT
LIVE OAK, CA



AREA REPRESENTATIVE

Coombs Hopkins Company
Jeff Rabas
C: 303.710.9426
jeff@chcwater.com

PREPARED BY

Karen Burns
Phone (801) 931-3027
Fax (801) 931-3080
Karen.burns@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

PROJECT SUMMARY:

Ovivo USA, LLC (formerly EIMCO Water Technologies – EWT™) is pleased to offer the following proposal to provide replacement membrane kits with reskinning services. This is for the existing AEROSTRIP® System.

ITEM I: REPLACEMENT DIFFUSERS:

- T4.0-18 New Diffusers
  - Includes 316 SS diffuser base, polyurethane membrane, peripheral strips, 316 SS caps, seals, etc.
  - Completely assembled and leak tested from the factory
- Ocean and Domestic Freight (Approximate 18-week lead time)
- Five (5) Spare compression fittings

Items NOT Included

- Anchors, hardware or compression fittings (existing to be reused)
- Piping, pipe fittings, tubing, fittings or supports
- Removal or installation services (See Item II section below)
- Startup or checkout services

ITEM II: REMOVAL AND INSTALLATION SERVICES

- Provide labor, at the local prevailing wage rate, and equipment required to uninstall and remove the existing ninety-six (96) Aerostrip® diffusers from one (1) basin.
  - Removed diffusers will be left onsite
- Provide labor, at the local prevailing wage rate, and equipment required to install ninety-six (96) new Aerostrip® diffusers in one (1) basin.
  - All replacement diffusers and ancillary parts to be provided by the city.
  - Excludes any repairs to the aeration headers, mounting hardware, etc.
- The city is responsible for draining and power washing the tank floor prior to arrival
- Perform startup and testing of the new diffusers.
- Cost includes all labor, at the local prevailing wage rate, confined space entry equipment, crane services and travel expenses requited to complete the outline scope of work.
- Ninety (90) day labor warranty.

Items NOT Included

- Any costs associated with the new diffusers
- Any cost associated with air piping repairs
- Any costs associated with diffuser anchor system repairs, concrete, etc.
- Any other work not specifically mentioned above.

ITEM	EQUIPMENT	ESTIMATED LEAD TIME	PRICE
I	Ninety-Six (96) T4.0-18 New AEROSTRIP® Diffusers	18 Weeks	$97,109.00
II	Removal and Installation of Ninety-Six (96) T4.0-18 New Aerostrip Diffusers	TBD	$69,747.00

PRICING TERMS

All prices quoted are in US Dollars. After expiration of the pricing effective period, prices will be subject to review and adjustment. Prices quoted are FOB point of shipment, with freight included to an accessible point nearest the jobsite. Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost. Federal, state or local sales, use or other taxes are not included in the sales price.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by January 3, 2024, not to exceed 30 days from the date of this proposal.

If a binding purchase order is not received by Ovivo prior to the above referenced date, prices and shipping dates are subject to review and adjustment by Ovivo.

Additionally, due to the unpredictability of material and labor prices and availability, including but not limited to recent sharp increases in carbon steel, stainless steel, aluminum, other metal prices, electrical components, coatings, FRP, shipping, and labor prices in the North American and worldwide markets (the "Labor and Material Price(s)"), Ovivo, shall not assume responsibility for such possible escalations and impacts to schedule beyond the validity date of its proposal or between the date of the executed Contract and the procurement of such labor and material.

Ovivo may increase the price of its proposal or require additional payment in the form of a change order due to any Labor and Material Price increase (a) that exceeds 5% per annum of the price of the specific labor or material in place on the date of Ovivo's proposal or (b) when product fabrication utilizing labor or materials does not commence until more than 6 months after the purchase order date, due primarily to actions of parties other than Ovivo. Furthermore, Ovivo is entitled to adjust its delivery date to account for such delay.

Any Labor and Material Price increase shall be based on an industry-standard pricing measure or index for that particular labor or material that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Buyer prior to fabrication.

Notwithstanding the above, should requested shipment dates be extended primarily due to actions of parties other than by Ovivo or its suppliers, Ovivo reserves the right to charge 1.5% per month of

the Contract Price for each month or partial month of delay, unless said delay is agreed to in writing by all affected parties.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

This equipment is being provided to replace existing equipment, as described, and will be covered by our standard mechanical warranty. Please note that unless directly stated otherwise, Ovivo is not providing any sort of guarantee or warranty regarding process or performance as part of this proposal.

As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

DELIVERY

Ovivo intends to ship all Products as indicated above after receipt of approved purchase order and approved submittal drawings from Purchaser, if applicable. However, the date of shipment of the Products represent Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on

notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

PAYMENT TERMS

Payment terms are: One hundred percent (100%) payment due within thirty (30) days after Purchaser's receipt of invoice. Invoices will be submitted after all materials have been received at the job site, not to exceed 30 days from delivery. Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner") if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.
If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

TAXES

Federal, State, or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

PURCHASE ORDER SUBMISSION

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Ovivo USA, LLC
Attn: Karen Burns
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123-2583
Tel. #: 801-931-3027

karen.burns@ovivowater.com

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required over and above the Field Services described above, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Contractor not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection. Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only. It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition. Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates,

protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties. THE PARTIES AGREE THAT, OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

GENERAL NOTES

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the

Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

OVIVO

Worldwide Experts in Water Treatment

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER's FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL AND PROPRIETARY INFORMATION. All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in *pdf, jpg or tif* format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. To the extent permissible by law, SELLER shall HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT in excess of the amount paid by purchaser for the products giving rise to such liability. Notwithstanding any liabilities or responsibilities assumed by SELLER hereunder, SELLER shall in no event be responsible to PURCHASER or any third party, whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, loss of data, service interruptions, cost of purchased or replacement power, cost of money, loss of use of capital or revenue or any other indirect, incidental, special, punitive, exemplary, or consequential loss or damage, whether arising from defects, delay, or from any other cause whatsoever.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. If PURCHASER deems it necessary, and within ten (10) days of PURCHASER's request, SELLER shall provide one or more Bonds in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED – March 2020

NORTH AMERICAN
FIELD SERVICE RATE SHEET

Effective January 2023

Standard (Travel)	Daily Rate (8 hour day)	$ 1,200.^{00}
Hourly Rate (4 hour minimum)		$ 150.^{00}
Standard (Labor)	Daily Rate (8 hour day)	$ 1,200.^{00}
Hourly Rate (4 hour minimum)		$ 150.^{00}
Saturday	Daily Rate (8 hour day)	$ 1,800.^{00}
Hourly Rate (4 hour minimum)		$ 225.^{00}
Sundays/Holidays *	Daily Rate (8 hour day)	$ 2,400.^{00}
Hourly Rate (4 hour minimum)		$ 300.^{00}
Overtime **	Hourly Rate - Standard Day	$ 225.^{00}
Hourly Rate - Weekends & Holidays		$ 300.^{00}

* Sunday and Holidays requests will be billed at the double time rate
** For all hours worked over eight (8) hours per standard day and Saturdays

UNLESS OTHERWISE ARRANGED; EXPENSES ARE CHARGED AT ACTUAL COST PLUS 10%

Please Note:

• All of the rates provided are portal to portal. In addition, travel and living expenses will be invoiced at **actual cost** plus 10% and documentation will be provided for these expenses. Travel/Labor on Saturday and all overtime, will be billed at the overtime rate. Travel/Labor on Sundays or Holidays, will be billed at the double-time rate. ***If a fixed Per Diem rate is required, it will be charged at $250.^{00} per day (lodging and meals) with the exception of the east coast where the price will be $300.^{00}.***

• Use of **Ovivo USA** Fleet vehicles for travel will be charged at the rate of $0.625 per mile.













LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: March 20, 2024

Title: Resolution Designating Luis Cibrian as Acting City Manager

Contact Information: Nicole Rosser, City Attorney

Background: The City Council has expressed the desire to appoint Luis Cibrian to Acting City Manager effective March 8, 2024. It is estimated that the recruitment and hiring process, including the recruitment and evaluation period, background investigation, negotiating an agreement with a candidate, and providing the new City Manager with the ability to provide sufficient notice to their current employer, will take several months.

A salary augmentation has been negotiated with Mr. Cibrian in the amount of 15% of his salary as Department Head for the Parks and Recreation Department. There are no other proposed changes to Mr. Cibrian's benefits. The proposed resolution will be in effect until June 30, 2024. If a longer period is needed, then we will execute a new resolution to reflect that longer time period. The proposed resolution shall serve at the pleasure of the City Council until an acting Interim City Manager is hired or a full time City Manager, at which time he will exclusively return to his position as Department Head for the Parks and Recreation Department.

Fiscal Impacts: The salary increase for Luis Cibrian is estimated to cost $4,970.08 per month for the number of months that he will be acting as the City Manager, but not-to-exceed $40,257.65.

Recommendation: Adopt resolution designating Luis Cibrian as Acting City Manager.

Attachments:

Resolution

Resolution No.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK DESIGNATING LUIS CIBRIAN AS ACTING CITY MANAGER

WHEREAS, the City Council for the City of Live Oak desires to make an appointment of an Acting City Manager; and

WHEREAS, the City Council for the City of Live Oak desires to appoint Luis Cibrian as Acting City Manager; and

WHEREAS, the City Council recognizes that Luis Cibrian is the Department Head for the City's Parks and Recreation Department and the City Manager position has additional duties outside of this position; and

WHEREAS, the City Council in recognition of these additional duties is agreeing to pay Luis Cibrian additional compensation per month of 15% of his current salary.

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

SECTION 1: Luis Cibrian is hereby appointed as the acting City Manager effective March 8, 2024, with an additional compensation per month of 15% of his current salary;

SECTION 2: This resolution shall expire on June 30, 2024, or upon appointment of an Interim City Manager or Full Time City Manager, wherein Luis Cibrian will resume his current position with the City of Live Oak.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 20th day of March, 2024, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

APPROVED:

_____
Ashley Hernandez, Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date:	March 20, 2024
Title:	Agreement with Sutter County Fire for Fire Services
Contact Information:	Luis Cibrian, Acting City Manager
Background:	Approve the proposed Sutter County Fire Contract for Fire Services.
Recommendation:	Approve agreement with Sutter County Fire for Fire Services.

Attachments:

Live Oak - Sutter Fire Services Agreement - TRACK CHANGES
Live Oak - Sutter Fire Services Agreement - FINAL

SERVICE AGREEMENT

AN AGREEMENT, made and entered into this January 1, 2024, by and between SUTTER COUNTY (hereinafter referred to as COUNTY) and the CITY OF LIVE OAK (hereinafter referred to as CITY), CITY and COUNTY may be referred to individually as Party or collectively as Parties:

RECITALS:

WHEREAS, the CITY historically has purchased fire protection and related services from COUNTY by contract; and

WHEREAS, the CITY has determined that the most efficient and effective manner of obtaining fire protection and related services is to continue contracting with COUNTY for services from Sutter County Fire Department , hereinafter referred to as Sutter County Fire, for fire protection, first responder emergency medical and hazardous materials response services pursuant to the provisions of Article 1, Chapter I., Part 2, Division 1, Title 5 of the Government Code of the State of California; and

WHEREAS, it is the desire of the parties here to resolve by this Agreement certain matters which are incidental and related to such contract;

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION I. TERM OF AGREEMENT

This Agreement shall be operative as of January 1, 2024, and remain in effect through December 31, 2029, or until terminated according to SECTION XI of this agreement.

SECTION II. SERVICES

(a) The base service level provided by Sutter County Fire to the CITY shall be as outlined in

Exhibit A to this agreement.

(b) The CITY shall cooperate with Sutter County Fire in requiring that the CITY water department provide adequate water for fire protection purposes within the CITY and without cost to COUNTY.

(c) Sutter County Fire shall annually inspect all fire hydrants within the CITY to ensure that said hydrants are mechanically operable and capable of delivering sufficient water. Sutter County Fire

shall notify the CITY water departments, in writing, of any maintenance requirements as soon as possible after such inspections and at any other time Sutter County Fire becomes aware of maintenance or repair requirements. Sutter County Fire shall maintain communication with the CITY water department for water needs during emergencies.

SECTION III. PAYMENT FOR SERVICES

(a) COUNTY shall bear all labor costs and operational costs associated with providing the services described in Section II, and the CITY shall make payment to COUNTY for the services rendered pursuant to this Agreement as described ~~in this~~in this section. Labor costs and ~~O~~operational costs are outlined in Exhibit B to this agreement.

(b) CITY shall reimburse COUNTY quarterly for the percentage share of the operational cost of the Live Oak Fire Station during the previous quarter, less any off-setting revenue received. Off-setting revenues are outlined in EXHIBIT C to this agreement. Excluding the cost of the Sutter County Fire Battalion Chief, which is reimbursed at 100% of cost, a~~A~~t no time shall CITY reimbursement exceed 85% of operational costs plus the administrative fee in paragraph (c) of this section.

(c) CITY will pay an administrative fee equal to 10% of Live Oak's share of operational expense. At no time will the administrative fee be calculated on an amount greater than 85% of total operational cost.

(d) Sutter County Fire agrees to provide on demand all source data supporting calculations determining cost sharing and respond promptly to all CITY requests for clarifications and/or adjustments.

SECTION IV. EQUIPMENT

(a) All new rolling stock based at the Live Oak Fire Station will be purchased and owned by the CITY. All new rolling stock will be painted differently than Sutter County Fire vehicles. Sutter County Fire will consult with CITY annually on CITY plan for acquisition of rolling stock.

(b) Operation costs as outlined in Exhibit B to this agreement will include maintenance to all existing and new rolling stock located at the Live Oak Station.

(c) Rolling stock purchased by the City of Live Oak shall not be used outside of the Live Oak Station service area unless Sutter County Fire has no other way of meeting a mutual aid commitment. If equipment owned by CITY is used outside of the Live Oak Station service area, COUNTY will advise CITY within 24 hours. Any reimbursement for use of CITY equipment will be off-setting revenue as discussed in Paragraph III(b).

(d) All other equipment required for operation of the Live Oak Station will be purchased and owned by the CITY. Sutter County Fire and CITY will create an equipment acquisition and replacement plan prior to each year of the contract. Sutter County Fire and CITY will maintain an inventory list of all equipment owned by CITY.

SECTION V. FIRE STATION

Sutter County Fire will maintain 2.0 staffing (minimum Sutter County Fire classification of Engineer) at the existing station located at 2745 Fir Street on a 24-hour basis to provide the services described in SECTION II. CITY grants COUNTY a revocable license for Sutter County Fire's use of the existing station located at 2745 Fir Street as evidenced by EXHIBIT D.

SECTION VI. EMPLOYEE STATUS

Persons employed by Sutter County Fire in the performance of services and functions pursuant to this Agreement shall have no claim to pension, civil service, or other employee rights granted by CITY to its officers and employees. CITY shall assume no liability for the payment of salary, wages, or other compensation to officers, agents, or employees of Sutter County Fire performing services herein for CITY or any liability other than that provided in this Agreement. CITY shall not be liable for compensation or indemnity to officers or employees of Sutter County Fire for injury or sickness arising out of performance of this Agreement. COUNTY shall indemnify and hold harmless the CITY for any Sutter County Fire employee-related claim arising out of the performance of this Agreement.

SECTION VII. COOPERATION

To facilitate performance under this Agreement, Sutter County Fire shall have full cooperation and assistance from CITY, its officers, agents and employees. Sutter County Fire commits to participation in weekly CITY Department Head meetings, Technical Assistance Committee (TAC) meetings or other meetings as may be necessary to perform the services outlined in this agreement.

SECTION VIII. INSURANCE

Sutter County Fire, through Sutter County, shall maintain a program of self-insurance for General Liability, and Automobile Liability as follows:

1. CITY acknowledges COUNTY is self-insured for General Liability, and Automobile Liability and participates in a Joint Powers Agreement with other California Counties for the pooling of excess coverage above Sutter County's self-insured retention for reach of these lines of coverage.
2. During the term of this Agreement, COUNTY shall maintain these programs of self-insurance with minimum limits of $2,000,000 per each line of coverage and shall provide for the issuance of a certificate of coverage naming CITY, its officers, officials, employees and volunteers as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the City; or automobiles owned, leased, hired, or borrowed by COUNTY.
3. Except as described in Section 4, below, for any claims related to the Agreement, COUNTY's insurance coverage shall be primary insurance as respects CITY, its officers, officials and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of COUNTY's insurance and shall not contribute with it.
4. City shall insure all property owned by City including Fire Station, rolling stock, and equipment and shall be primary insurance for all property related claims.
5. COUNTY hereby agrees to waive subrogation which any insurer of COUNTY may acquire from vendor by virtue of the payment of any loss. COUNTY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
6. In the event COUNTY discontinues these programs of self-insurance, COUNTY shall comply with the CITY insurance requirements as defined in the document titled "INSURANCE REQUIREMENTS FOR CONTRACTORS" contained in Exhibit E incorporated herein by reference.
7. COUNTY shall provide the following casualty insurance:
    a. Fire/Theft Insurance on contents of the Fire Station.
    b. All risk miscellaneous equipment policy.
    c. Collision/Comprehensive Insurance on all vehicles consistent with COUNTY practice.

COUNTY shall name CITY as a Loss Payee as its interests may appear with respect to the required property insurance and provide a certificate of coverage and endorsement evidencing such coverage.

SECTION IX INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees , or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees, and only to the extent authorized by applicable law.

SECTION X. AMENDMENTS

Modifications or amendments to any section of this Agreement shall be in writing and executed by both parties.

SECTION XI. TERMINATION

Either party to this Agreement may terminate the same upon written notice of the other party 12 (twelve) months prior to the date of termination.

SECTION XII. RESOLUTION OF SERVICE PROVISION CONCERNS

Any disputes, questions, or problems arising out of the provision of the services described in Section II of this Agreement shall first be referred to the Sutter County Fire Battalion Chief assigned to the Live Oak station. Disputes which cannot be resolved at that level shall first be referred to the Sutter County Fire Chief~~, Sutter County Community Services Director~~ or County Administrator, then, if necessary, to the Board of Supervisors, prior to commencement of legal action.

SECTION XIII. NOTICE

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by Certified Mail, or by personal delivery, as set forth below:

TO THE CITY:

CITY OF LIVE OAK
Attn: Aaron Palmer, City Manager
9955 Live Oak Blvd.
Live Oak, CA 95953

CITY OF LIVE OAK
City Council
9955 Live Oak Blvd.
Live Oak, CA 95953

TO THE COUNTY:

COUNTY OF SUTTER
Attn: Steven M. Smith, County Administrator
1160 Civic Center Blvd. Suite A
Yuba City, CA 95991

SECTION XIII. ENTIRE AGREEMENT

This Agreement, all exhibits hereto, and all other terms or provisions incorporated herein by reference constitute the entire Agreement and understanding between COUNTY and the CITY as to the subject matter hereof.

SECTION XIV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

IN WITNESS WHEREOF, the CITY by resolution adopted by its City Council has caused this Agreement to be executed by its Mayor and attested by its Clerk; pursuant to a motion duly made, seconded and passed by a majority vote of the Board of Supervisors, the Chairman was directed to execute this Agreement and be attested by its Clerk.

Signatures on following page.

COUNTY OF SUTTER

By: _____
Mat Conant, Chairman
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

_____
By:

ATTEST:
Donna M. Johnston, Clerk

By:_____
Deputy

CITY OF LIVE OAK

By:_____
, Mayor
City Council

APPROVED AS TO FORM:

City Attorney

_____
By:

ATTEST:
Clarissa Menchaca, Clerk

By:_____
Deputy

Exhibit A

Level of Service Standards

1. Provide 24-hour, 2.0 level coverage from within the City utilizing on-duty firefighters, supported by volunteers and station move-up from other locations as needed.
2. Provide the Insurance Service Office (ISO) recognized Basic Fire Flow pumping capability of 2,250 gallons per minute (GPM) within the City.
3. Provide first responder EMS at the EMT 1-D level.
4. Provide an Urban Search and Research Type 2 company within the City.
5. Provide full vehicular collision extrication capability within the City.
6. Provide the immediate response capability for a Haz Mat Level 1 incident within the City with full Level 1 response from other areas as needed.
7. Inspect, test and flow all fire hydrants once per year to ISO standards.
8. Inspect all commercial buildings within the City once per year, including home occupation business licenses and lite safety inspections.
9. Provide related plan review of all subdivisions and commercial structures proposed within the City.
10. Provide cause and origin determination for fires.
11. Provide a qualified Sutter County Fire staff representative for assignment to the City's EOC.
12. Provide public education.
13. Advise the City as to the timely and appropriate adoption of Fire Code Updates.
14. All other services as would be provided by any Sutter County Fire station.

Exhibit B

Operational Cost Reimbursed at 100% of Cost

Labor:

1. Total cost of a Sutter County Fire Battalion Chief.

Operational Cost ~~Subject to Reimbursement~~Reimbursed Subject to 85% Maximum (See Section III(b))

Labor:

~~1. Total cost of a Sutter County Fire Battalion Chief.~~

2. Total Cost of Fire Captain and Fire Engineer assigned to Live Oak Station
3. Overtime Costs required to maintain 2.0 staffing at all times (minimum engineer classification)

Facility:

1. Major repairs to facility (repairs $500 or more per incident).

Utilities

1. Services and Supplies
~~1.~~2. Equipment Maintenance
~~2.~~3. Maintenance to the following rolling stock:
   a. Type 1 (structural) Engine: Engine 5
   b. Type 3 (wildland) Engine: Brush 5
   c. Water Tender: Water Tender 5
   d. Utility Vehicle: Utility 5

NOTE: Any replacement of the above equipment will be evidenced in writing by both COUNTY and CITY.

Exemptions to Reimbursement:

1. Back overtime past 1 year
2. Any cost subject to indemnification

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Exhibit C

Off-Setting Revenues

CITY will receive credit against any amounts owed for any of the following:

1. Property Tax or assessments to CSA F from parcels located within CITY

2. Any fees collected for services provided in CITY by Sutter County Fire personnel

3. Any grant money secured by CITY or COUNTY offsetting the operational cost of the Live Oak station

4. Any reimbursement received by COUNTY for use of city-owned equipment outside of the Live Oak Station service area

5. Any reimbursement from state or federal agencies for overtime directly impacting staffing of Live Oak Station

Exhibit D

Revocable License for use of Fire Station at 2745 Fir Street

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between THE CITY OF LIVE OAK, a City and Municipal Corporation, in the County of Sutter, State of California (hereinafter THE CITY) and THE COUNTY OF SUTTER (LICENSEE).

RECITALS

A. THE CITY and LICENSEE have entered into an agreement whereby LICENSEE will provide fire protection and related services to THE CITY pursuant to a Service Agreement dated January 1, 2024 (THE SERVICE AGREEMENT).

B. As part of THE SERVICE AGREEMENT, LICENSEE will operate from a City- owned fire station located at 2745 Fir Street, Live Oak, California (THE PREMISES).

C. Part of THE SERVICE AGREEMENT provides for THE CITY to grant LICENSEE a revocable license for use of THE PREMISES.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1 Incorporation of Recitals:

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2 Purpose:

THE CITY grants to LICENSEE a personal, revocable, and non-assignable privilege for the purpose of carrying out THE SERVICE AGREEMENT at THE PREMISES, upon the following terms and conditions:

1. LICENSEE shall have access to and use of THE PREMISES for the purpose of carrying out THE SERVICE AGREEMENT. THE CITY may also use THE PREMISES for other activities upon reasonable notice to LICENSEE provided that such activities shall not interfere with LICENSEE's use and occupation of THE PREMISES and shall not interfere with LICENSEE's performance of THE SERVICE AGREEMENT.

2. LICENSEE shall be responsible for and required to maintain and repair THE PREMISES and keep them in good order and condition subject to such reimbursement as may be specified in THE SERVICE AGREEMENT.

3. LICENSEE shall not have authority to permit or grant permission to any other person, group, or entity for use of THE PREMISES.

SECTION 3 No Payment:

The privilege granted by this Agreement is without any consideration and is given for the purpose of allowing LICENSEE the ability to perform THE SERVICE AGREEMENT. This agreement shall automatically terminate at any time that THE SERVICE AGREEMENT terminates absent further agreement of the parties.

SECTION 4 Term of Agreement:

THIS AGREEMENT shall be effective on January 1, 2024 and shall terminate December 31, 2029, however, as specified above, this Agreement is subject to early termination in the event THE SERVICE AGREEMENT terminates prior to December 31, 2029.

SECTION 5 Insurance and Indemnification:

This Agreement is subject to the indemnification and insurance provisions as set forth in THE SERVICE AGREEM ENT. LICENSEE shall maintain the self-insurance/insurance and indemnify THE CITY with respect to the use of the PREMISES as specified in THE SERVICE AGREEMENT.

SECTION 6 No Structures to be Erected:

LICENSEE agrees not to erect or permit to be erected on THE PROPERTY any buildings or structures, whether permanent or temporary (aside from those which already exist as of the date of execution of this Agreement) without prior written consent from THE CITY.

SECTION 7 Limitation to the Purposes Described:

THE PROPERTY may be occupied and used by LICENSEE solely for the purposes stated above.

SECTION 8 All Prior Agreements Terminated:

From and after the execution of the parties of this Agreement, any prior agreements concerning THE PROPERTY between the parties are terminated. From and after the date this Agreement is signed by both parties, this Agreement shall control LICENSEE's rights and obligations concerning THE PROPERTY.

THIS AGREEMENT constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party, except to the extent incorporated into this Agreement.

SECTION 9 Modification of this Agreement:

Any modification of this Agreement or additional obligation assumed by other parties in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

SECTION 10 Notices:

Any Notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by Certified Mail, or by personal delivery, as set forth below:

TO THE CITY:

CITY OF LIVE OAK
Attn: Aaron Palmer, City Manager
9955 Live Oak Blvd.
Live Oak, CA 95953

CITY OF LIVE OAK
City Council
9955 Live Oak Blvd.
Live Oak, CA 95953

TO THE COUNTY:

COUNTY OF SUTTER
Attn: Steven M. Smith, County Administrator
1160 Civic Center Blvd. Suite A
Yuba City, CA 95991

SECTION 11 Assignment of Rights:

The rights of LICENSEE under this Agreement are personal to LICENSEE and may not be assigned or transferred to any other firm, person, corporation or other entity.

SECTION 12 Governing Law:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

Signatures on following page.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

COUNTY OF SUTTER

By: _____
, Chairman

Board of Supervisors

APPROVED AS TO FORM:

County Counsel

_____
By:

ATTEST:
Donna M. Johnston, Clerk

By:_____
Deputy

CITY OF LIVE OAK

By:_____
, Mayor

City Council

APPROVED AS TO FORM:

City Attorney

_____
By:

ATTEST:
Clarissa Menchaca, Clerk

By:_____
Deputy

Exhibit E

Insurance Requirements

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees. Consultant shall maintain limits no less than:

1. Commercial General Liability, Including: Premises and Operations Contractual Liability Personal Injury Liability Independent Contractors Bodily Injury, Property Damage

2. Automobile Liability: Owned, Non-Owned, and Hired Autos

3. Workers' Compensation:

4. Employer's Liability:

   $2,000,000 per occurrence and

   $2,000,000 general aggregate

   $2,000,000 per accident for bodily injury and property damage

   As required by the State of California

   $2,000,000 per accident for bodily injury or disease

5. Professional Liability: $2,000,000 per claim and annual aggregate

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the City.

If General Liability and Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the consultant, its employees, agents and subcontractors.

SERVICE AGREEMENT

AN AGREEMENT, made and entered into this January 1, 2024, by and between SUTTER COUNTY (hereinafter referred to as COUNTY) and the CITY OF LIVE OAK (hereinafter referred to as CITY), CITY and COUNTY may be referred to individually as Party or collectively as Parties:

RECITALS:

WHEREAS, the CITY historically has purchased fire protection and related services from COUNTY by contract; and

WHEREAS, the CITY has determined that the most efficient and effective manner of obtaining fire protection and related services is to continue contracting with COUNTY for services from Sutter County Fire Department , hereinafter referred to as Sutter County Fire, for fire protection, first responder emergency medical and hazardous materials response services pursuant to the provisions of Article 1, Chapter I., Part 2, Division 1, Title 5 of the Government Code of the State of California; and

WHEREAS, it is the desire of the parties here to resolve by this Agreement certain matters which are incidental and related to such contract;

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION I. TERM OF AGREEMENT

This Agreement shall be operative as of January 1, 2024, and remain in effect through December 31, 2029, or until terminated according to SECTION XI of this agreement.

SECTION II. SERVICES

(a) The base service level provided by Sutter County Fire to the CITY shall be as outlined in

Exhibit A to this agreement.

(b) The CITY shall cooperate with Sutter County Fire in requiring that the CITY water department provide adequate water for fire protection purposes within the CITY and without cost to COUNTY.

(c) Sutter County Fire shall annually inspect all fire hydrants within the CITY to ensure that said hydrants are mechanically operable and capable of delivering sufficient water. Sutter County Fire

shall notify the CITY water departments, in writing, of any maintenance requirements as soon as possible after such inspections and at any other time Sutter County Fire becomes aware of maintenance or repair requirements. Sutter County Fire shall maintain communication with the CITY water department for water needs during emergencies.

SECTION III. PAYMENT FOR SERVICES

(a) COUNTY shall bear all labor costs and operational costs associated with providing the services described in Section II, and the CITY shall make payment to COUNTY for the services rendered pursuant to this Agreement as described in this section. Labor costs and operational costs are outlined in Exhibit B to this agreement.

(b) CITY shall reimburse COUNTY quarterly for the percentage share of the operational cost of the Live Oak Fire Station during the previous quarter, less any off-setting revenue received. Off-setting revenues are outlined in EXHIBIT C to this agreement. Excluding the cost of the Sutter County Fire Battalion Chief, which is reimbursed at 100% of cost, at no time shall CITY reimbursement exceed 85% of operational costs plus the administrative fee in paragraph (c) of this section.

(c) CITY will pay an administrative fee equal to 10% of Live Oak's share of operational expense. At no time will the administrative fee be calculated on an amount greater than 85% of total operational cost.

(d) Sutter County Fire agrees to provide on demand all source data supporting calculations determining cost sharing and respond promptly to all CITY requests for clarifications and/or adjustments.

SECTION IV. EQUIPMENT

(a) All new rolling stock based at the Live Oak Fire Station will be purchased and owned by the CITY. All new rolling stock will be painted differently than Sutter County Fire vehicles. Sutter County Fire will consult with CITY annually on CITY plan for acquisition of rolling stock.

(b) Operation costs as outlined in Exhibit B to this agreement will include maintenance to all existing and new rolling stock located at the Live Oak Station.

(c) Rolling stock purchased by the City of Live Oak shall not be used outside of the Live Oak Station service area unless Sutter County Fire has no other way of meeting a mutual aid commitment. If equipment owned by CITY is used outside of the Live Oak Station service area, COUNTY will advise CITY within 24 hours. Any reimbursement for use of CITY equipment will be off-setting revenue as discussed in Paragraph III(b).

(d) All other equipment required for operation of the Live Oak Station will be purchased and owned by the CITY. Sutter County Fire and CITY will create an equipment acquisition and replacement plan prior to each year of the contract. Sutter County Fire and CITY will maintain an inventory list of all equipment owned by CITY.

SECTION V. FIRE STATION

Sutter County Fire will maintain 2.0 staffing (minimum Sutter County Fire classification of Engineer) at the existing station located at 2745 Fir Street on a 24-hour basis to provide the services described in SECTION II. CITY grants COUNTY a revocable license for Sutter County Fire's use of the existing station located at 2745 Fir Street as evidenced by EXHIBIT D.

SECTION VI. EMPLOYEE STATUS

Persons employed by Sutter County Fire in the performance of services and functions pursuant to this Agreement shall have no claim to pension, civil service, or other employee rights granted by CITY to its officers and employees. CITY shall assume no liability for the payment of salary, wages, or other compensation to officers, agents, or employees of Sutter County Fire performing services herein for CITY or any liability other than that provided in this Agreement. CITY shall not be liable for compensation or indemnity to officers or employees of Sutter County Fire for injury or sickness arising out of performance of this Agreement. COUNTY shall indemnify and hold harmless the CITY for any Sutter County Fire employee-related claim arising out of the performance of this Agreement.

SECTION VII. COOPERATION

To facilitate performance under this Agreement, Sutter County Fire shall have full cooperation and assistance from CITY, its officers, agents and employees. Sutter County Fire commits to participation in weekly CITY Department Head meetings, Technical Assistance Committee (TAC) meetings or other meetings as may be necessary to perform the services outlined in this agreement.

SECTION VIII. INSURANCE

Sutter County Fire, through Sutter County, shall maintain a program of self-insurance for General Liability, and Automobile Liability as follows:

1. CITY acknowledges COUNTY is self-insured for General Liability, and Automobile Liability and participates in a Joint Powers Agreement with other California Counties for

the pooling of excess coverage above Sutter County's self-insured retention for reach of these lines of coverage.

2. During the term of this Agreement, COUNTY shall maintain these programs of self-insurance with minimum limits of $2,000,000 per each line of coverage and shall provide for the issuance of a certificate of coverage naming CITY, its officers, officials, employees and volunteers as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the City; or automobiles owned, leased, hired, or borrowed by COUNTY.
3. Except as described in Section 4, below, for any claims related to the Agreement, COUNTY's insurance coverage shall be primary insurance as respects CITY, its officers, officials and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be excess of COUNTY's insurance and shall not contribute with it.
4. City shall insure all property owned by City including Fire Station, rolling stock, and equipment and shall be primary insurance for all property related claims.
5. COUNTY hereby agrees to waive subrogation which any insurer of COUNTY may acquire from vendor by virtue of the payment of any loss. COUNTY agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
6. In the event COUNTY discontinues these programs of self-insurance, COUNTY shall comply with the CITY insurance requirements as defined in the document titled "INSURANCE REQUIREMENTS FOR CONTRACTORS" contained in Exhibit E incorporated herein by reference.
7. COUNTY shall provide the following casualty insurance:
    a. Fire/Theft Insurance on contents of the Fire Station.
    b. All risk miscellaneous equipment policy.
    c. Collision/Comprehensive Insurance on all vehicles consistent with COUNTY practice.

COUNTY shall name CITY as a Loss Payee as its interests may appear with respect to the required property insurance and provide a certificate of coverage and endorsement evidencing such coverage.

SECTION IX. INDEMNIFICATION

Each party shall defend, indemnify and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees , or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the

indemnifying party, its officers, agents, or employees, and only to the extent authorized by applicable law.

SECTION X. AMENDMENTS

Modifications or amendments to any section of this Agreement shall be in writing and executed by both parties.

SECTION XI. TERMINATION

Either party to this Agreement may terminate the same upon written notice of the other party 12 (twelve) months prior to the date of termination.

SECTION XII. RESOLUTION OF SERVICE PROVISION CONCERNS

Any disputes, questions, or problems arising out of the provision of the services described in Section II of this Agreement shall first be referred to the Sutter County Fire Battalion Chief assigned to the Live Oak station. Disputes which cannot be resolved at that level shall first be referred to the Sutter County Fire Chief or County Administrator, then, if necessary, to the Board of Supervisors, prior to commencement of legal action.

SECTION XIII. NOTICE

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by Certified Mail, or by personal delivery, as set forth below:

TO THE CITY:

CITY OF LIVE OAK
Attn: City Manager
9955 Live Oak Blvd.
Live Oak, CA 95953

CITY OF LIVE OAK
City Council
9955 Live Oak Blvd.
Live Oak, CA 95953

TO THE COUNTY:

COUNTY OF SUTTER
Attn: County Administrator
1160 Civic Center Blvd. Suite A
Yuba City, CA 95991

SECTION XIII. ENTIRE AGREEMENT

This Agreement, all exhibits hereto, and all other terms or provisions incorporated herein by reference constitute the entire Agreement and understanding between COUNTY and the CITY as to the subject matter hereof.

SECTION XIV. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

IN WITNESS WHEREOF, the CITY by resolution adopted by its City Council has caused this Agreement to be executed by its Mayor and attested by its Clerk; pursuant to a motion duly made, seconded and passed by a majority vote of the Board of Supervisors, the Chairman was directed to execute this Agreement and be attested by its Clerk.

Signatures on following page.

COUNTY OF SUTTER

By: _____
Mat Conant, Chairman
Board of Supervisors

APPROVED AS TO FORM:

County Counsel

_____
By:

ATTEST:
Donna M. Johnston, Clerk

By:_____
Deputy

CITY OF LIVE OAK

By:_____
Ashley Hernandez, Mayor
City Council

APPROVED AS TO FORM:

City Attorney

_____
By:

ATTEST:
Clarissa Menchaca, Clerk

By:_____
Deputy

Exhibit A

Level of Service Standards

1. Provide 24-hour, 2.0 level coverage from within the City utilizing on-duty firefighters, supported by volunteers and station move-up from other locations as needed.
2. Provide the Insurance Service Office (ISO) recognized Basic Fire Flow pumping capability of 2,250 gallons per minute (GPM) within the City.
3. Provide first responder EMS at the EMT 1-D level.
4. Provide an Urban Search and Research Type 2 company within the City.
5. Provide full vehicular collision extrication capability within the City.
6. Provide the immediate response capability for a Haz Mat Level 1 incident within the City with full Level 1 response from other areas as needed.
7. Inspect, test and flow all fire hydrants once per year to ISO standards.
8. Inspect all commercial buildings within the City once per year, including home occupation business licenses and lite safety inspections.
9. Provide related plan review of all subdivisions and commercial structures proposed within the City.
10. Provide cause and origin determination for fires.
11. Provide a qualified Sutter County Fire staff representative for assignment to the City's EOC.
12. Provide public education.
13. Advise the City as to the timely and appropriate adoption of Fire Code Updates.
14. All other services as would be provided by any Sutter County Fire station.

Exhibit B

Operational Cost Reimbursed at 100% of Cost

Labor:

1. Total cost of a Sutter County Fire Battalion Chief.

Operational Cost Reimbursed Subject to 85% Maximum (See Section III(b))

Labor:

2. Total Cost of Fire Captain and Fire Engineer assigned to Live Oak Station
3. Overtime Costs required to maintain 2.0 staffing at all times (minimum engineer classification)

Facility:

1. Major repairs to facility (repairs $500 or more per incident).

Utilities:

1. Services and Supplies
2. Equipment Maintenance
3. Maintenance to the following rolling stock:
    a. Type 1 (structural) Engine: Engine 5
    b. Type 3 (wildland) Engine: Brush 5
    c. Water Tender: Water Tender 5
    d. Utility Vehicle: Utility 5

NOTE: Any replacement of the above equipment will be evidenced in writing by both COUNTY and CITY.

Exemptions to Reimbursement:

1. Back overtime past 1 year
2. Any cost subject to indemnification

Exhibit C

Off-Setting Revenues

CITY will receive credit against any amounts owed for any of the following:

1. Property Tax or assessments to CSA F from parcels located within CITY
2. Any fees collected for services provided in CITY by Sutter County Fire personnel
3. Any grant money secured by CITY or COUNTY offsetting the operational cost of the Live Oak station
4. Any reimbursement received by COUNTY for use of city-owned equipment outside of the Live Oak Station service area
5. Any reimbursement from state or federal agencies for overtime directly impacting staffing of Live Oak Station

Exhibit D

Revocable License for use of Fire Station at 2745 Fir Street

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made by and between THE CITY OF LIVE OAK, a City and Municipal Corporation, in the County of Sutter, State of California (hereinafter THE CITY) and THE COUNTY OF SUTTER (LICENSEE).

RECITALS

A. THE CITY and LICENSEE have entered into an agreement whereby LICENSEE will provide fire protection and related services to THE CITY pursuant to a Service Agreement dated January 1, 2024 (THE SERVICE AGREEMENT).

B. As part of THE SERVICE AGREEMENT, LICENSEE will operate from a City- owned fire station located at 2745 Fir Street, Live Oak, California (THE PREMISES).

C. Part of THE SERVICE AGREEMENT provides for THE CITY to grant LICENSEE a revocable license for use of THE PREMISES.

IN WITNESS WHEREOF, the parties agree as follows:

SECTION 1 Incorporation of Recitals:

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2 Purpose:

THE CITY grants to LICENSEE a personal, revocable, and non-assignable privilege for the purpose of carrying out THE SERVICE AGREEMENT at THE PREMISES, upon the following terms and conditions:

1. LICENSEE shall have access to and use of THE PREMISES for the purpose of carrying out THE SERVICE AGREEMENT. THE CITY may also use THE PREMISES for other activities upon reasonable notice to LICENSEE provided that such activities shall not interfere with LICENSEE's use and occupation of THE PREMISES and shall not interfere with LICENSEE's performance of THE SERVICE AGREEMENT.

2. LICENSEE shall be responsible for and required to maintain and repair THE PREMISES and keep them in good order and condition subject to such reimbursement as may be specified in THE SERVICE AGREEMENT.

3. LICENSEE shall not have authority to permit or grant permission to any other person, group, or entity for use of THE PREMISES.

SECTION 3 No Payment:

The privilege granted by this Agreement is without any consideration and is given for the purpose of allowing LICENSEE the ability to perform THE SERVICE AGREEMENT. This agreement shall automatically terminate at any time that THE SERVICE AGREEMENT terminates absent further agreement of the parties.

SECTION 4 Term of Agreement:

THIS AGREEMENT shall be effective on January 1, 2024 and shall terminate December 31, 2029, however, as specified above, this Agreement is subject to early termination in the event THE SERVICE AGREEMENT terminates prior to December 31, 2029.

SECTION 5 Insurance and Indemnification:

This Agreement is subject to the indemnification and insurance provisions as set forth in THE SERVICE AGREEM ENT. LICENSEE shall maintain the self-insurance/insurance and indemnify THE CITY with respect to the use of the PREMISES as specified in THE SERVICE AGREEMENT.

SECTION 6 No Structures to be Erected:

LICENSEE agrees not to erect or permit to be erected on THE PROPERTY any buildings or structures, whether permanent or temporary (aside from those which already exist as of the date of execution of this Agreement) without prior written consent from THE CITY.

SECTION 7 Limitation to the Purposes Described:

THE PROPERTY may be occupied and used by LICENSEE solely for the purposes stated above.

SECTION 8 All Prior Agreements Terminated:

From and after the execution of the parties of this Agreement, any prior agreements concerning THE PROPERTY between the parties are terminated. From and after the date this Agreement is signed by both parties, this Agreement shall control LICENSEE's rights and obligations concerning THE PROPERTY.

THIS AGREEMENT constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party, except to the extent incorporated into this Agreement.

SECTION 9 Modification of this Agreement:

Any modification of this Agreement or additional obligation assumed by other parties in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

SECTION 10 Notices:

Any Notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by Certified Mail, or by personal delivery, as set forth below:

TO THE CITY:

CITY OF LIVE OAK
Attn: City Manager
9955 Live Oak Blvd.
Live Oak, CA 95953

CITY OF LIVE OAK
City Council
9955 Live Oak Blvd.
Live Oak, CA 95953

TO THE COUNTY:

COUNTY OF SUTTER
Attn: County Administrator
1160 Civic Center Blvd. Suite A
Yuba City, CA 95991

SECTION 11 Assignment of Rights:

The rights of LICENSEE under this Agreement are personal to LICENSEE and may not be assigned or transferred to any other firm, person, corporation or other entity.

SECTION 12 Governing Law:

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

Signatures on following page.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

COUNTY OF SUTTER

By: _____
, Chairman

Board of Supervisors

APPROVED AS TO FORM:

County Counsel

_____
By:

ATTEST:
Donna M. Johnston, Clerk

By:_____
Deputy

CITY OF LIVE OAK

By:_____
, Mayor

City Council

APPROVED AS TO FORM:

City Attorney

_____
By:

ATTEST:
Clarissa Menchaca, Clerk

By:_____
Deputy

Exhibit E

Insurance Requirements

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees. Consultant shall maintain limits no less than:

1. Commercial General Liability, Including: Premises and Operations Contractual Liability Personal Injury Liability Independent Contractors Bodily Injury, Property Damage

2. Automobile Liability: Owned, Non-Owned, and Hired Autos

3. Workers' Compensation:

4. Employer's Liability:

   $2,000,000 per occurrence and

   $2,000,000 general aggregate

   $2,000,000 per accident for bodily injury and property damage

   As required by the State of California

   $2,000,000 per accident for bodily injury or disease

5. Professional Liability: $2,000,000 per claim and annual aggregate

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the City.

If General Liability and Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the consultant, its employees, agents and subcontractors.

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date:	March 20, 2024
Title:	Discussion and Possible Direction Regarding Future Fire Engine Purchase
Contact Information:	John Shalowitz, Sutter County Fire Chief
Background:	Discussion and possible direction regarding future fire engine purchase.
Recommendation:	Discussion and possible direction.

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: March 20, 2024

Title: Yuba-Sutter Economic Development District 2020 CEDS Appendices I, IV, and V Updates and 2022 CEDS Annual Performance and Evaluation

Contact Information: Brynda Stranix, District Director, Yuba-Sutter Economic Development District

Background:

Background:
This Comprehensive Economic Development Strategy (CEDS) is the result of a local planning process designed to guide the economic growth of the Yuba-Sutter region. The CEDS process helps create jobs, foster a more stable and diverse economy, and improve living conditions. It provides a mechanism for coordinating the efforts of individuals, organizations, local governments, and private industry concerned with economic development.

An annual CEDS Performance Report is required to qualify for U.S. Department of Commerce, Economic Development Administration (EDA) assistance under its public works, economic adjustment, and most planning programs.

This evaluation document represents the goals and objectives of the Yuba-Sutter Economic Development District which is comprised of Yuba and Sutter Counties and the cities of Marysville, Live Oak, Wheatland, and Yuba City.

Discussion:
The CEDS process is a continuing economic development planning process, developed with broad-based and diverse community participation. Included in the packet is the CEDS 2023 Annual Performance Report and updates to Appendices I, IV, and V:

* Listing of CEDS Committee Members and Staff

* Adjustment to the Strategy and comparative review of regional performance in labor force, unemployment, per capita personal income, average wages, number of establishments and gross domestic product.

* A performance metrics comparison 2023 versus 2022 in

employment/workforce, economic performance, and education attainment.

* Evaluation of progress on goals and tactics as identified in the CEDS document.

* A report on economic development activities of YSEDC.

* Also provided are the following updates to the following appendices:

1. Appendix I, Data Profiles: An in-depth review on employment, workforce, industry performance, wages and demographics of the Yuba-Sutter region.
2. Appendix IV, Agricultural Economic Profile: Designed to ensure understanding of the impact agriculture has on the region.
3. Appendix V, Public Works Projects: This list of projects identifies needs of the region and reflects the goals of the CEDS.

The 2023 CEDS Annual Performance Report reflects how the specific challenges and opportunities of the Yuba-Sutter Economic Development District were addressed and assesses the state of the regional economy, the opportunities and threats posed by external trends and forces and the progress made toward achieving regional vitality and sustainability.

Data and information for the 2023 CEDS Annual Performance Report was collected from a variety of sources which included a survey to 86 community implementation partners from both public and private sectors, U.S. Census Bureau, U.S. Bureau of Labor Statistics, California Employment Development Department and American Community Survey.

The report shows a positive forward progress to achieving the Yuba-Sutter regional vision to foster a vibrant, prosperous and growing Yuba-Sutter region through exceptional leadership and involvement of the community.

The 2020-2025 Comprehensive Economic Development Strategy and appendices are available for review at: https://www.chooseyubasutter.com/strategy.

Fiscal Impacts: None anticipated.

Recommendation: Adopt resolution approving the 2023 Comprehensive Economic Development Performance Report and the updated Appendices I, IV, V, and authorize its submittal to the United States Department of Commerce, Economic Development Administration as set out in the resolution.

Attachments:

Agenda Request Letter
PowerPoint Presentation
2023 CEDS Performance and Update Report
CEDS Appendix I Data Profiles 2024

CEDS Appendix IV Agriculture Economic Profile 2024

CEDS Appendix V Public Works Projects 2024
Resolution

YSEDC
YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

February 12, 2024

Ms. Clarissa Menchaca
City Clerk
9955 Live Oak Blvd
Live Oak, CA 95953

Dear Ms. Menchaca

Yuba-Sutter Economic Development Corporation requests to be placed on the Live Oak City Council meeting agenda of March 20 at 6:00 pm to present the Yuba-Sutter Comprehensive Economic Development Strategy (CEDS) 2023 Annual Performance Report and updated Appendices I, IV, and V. The presentation will take no more than 15 minutes and will be made by Brynda Stranix, President/COO and Cynthia Roderick, CEDS Committee Chair.

Included with this request is a staff report, resolution wording and power point presentation. I have provided you with digital copies of the 2023 Annual Performance Report and CEDS Appendices I, IV, V updates for review by the City Council.

Thank you for your assistance.

This request has been copied to the City Manager, Aaron Palmer.

Sincerely,

Cynthia L. Roderick

Cynthia Roderick
CEDS Committee Chair



CEDS 2023 EVALUATION

YSEDD PRESENTATION TO
CITY OF LIVE OAK

VISION

To foster a vibrant, prosperous and growing Yuba-Sutter region through exceptional leadership and involvement of the community

YSEDC
YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

Employment and Workforce (Yuba City MSA)

	2022	2023	Trend
Employment growth (annual)	56,600	57,500	↑ 1.6%
Labor force	75,500	79,800	↑ 5.7%
Unemployment (annual not adjusted)	6.07%	6.64%	↑ 7.97%
Unemployment (Current 12/31/2023)		8%	
Annual wages (Q3)	$54,183	$55,907	↑ 5.6%

YSEDC YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

Economic (Yuba City MSA)

	Yuba City MSA 2022	Yuba City MSA 2023	USA 2023	Trend
Poverty Levels	14%	13.8%	12.6%	↓ 1.4%
Median Household Income	$61,676	$71,066	$74,580	↑ 15.2%
Annual wages (Q3)	$54,183	$55,907	$70,319	↑ 5.6%
	Yuba City MSA 2021	Yuba City MSA 2022		
Wealth Creation (Gross Domestic Product) 2021 v 2022	$8,104,050,000	$8,608,166,000		↑ 6.22%

EDUCATION ATTAINMENT (Yuba City MSA)

	Yuba City MSA 2022	Yuba City MSA 2023	USA 2023	Trend
No High School Diploma	19.11%	18.1%	10.3%	↓
High School Graduate	23.68%	24.1%	25.7%	↑
Some College, No Degree	27.1%	27.7%	20.1%	↑
Associate degree	10.86%	10.8%	9.3%	↓
Bachelor's Degree	13.2%	13.1%	22%	↓
Postgraduate Degree	6.03%	6.2%	13.1%	↑

NOTABLE REGIONAL GOALS & ACCOMPLISHMENTS THAT ALIGN WITH CEDS TACTICS

GOAL 1 – CREATE & MAINTAIN A COMPETITIVE REGION

Tactic 1 – Attract More Industries to the Region

In the Yuba-Sutter region there was

- Costco - Approximately 160,000 sq. ft. was completed in the fall of 2023, creating approximately 175 jobs.
- Seven businesses that opened in Marysville creating approximately 58 jobs.
- Four business that opened in Yuba City creating approximately 100 jobs.
- Beale AFB - Four construction/renovation projects. $11.7 million investment.

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YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

YSEDC and its consortium partners provided

- 1686 consulting hours
- 3,407 business 91 networking event opportunities
- 37 scholarships (QuickBooks, Small Desk, & Grant Station)
- 10,953 workforce development services
- 3224 businesses were provided with 6720 business services
- $561,784 lent & $1,83 million in private capital infusion
- Created 201 jobs and retained 120
- Conducted two business walks, one in each county
- 10 Façade improvement grants in downtown Marysville

NOTABLE REGIONAL GOALS & ACCOMPLISHMENTS THAT ALIGN WITH CEDS TACTICS

GOAL 1 – CREATE & MAINTAIN A COMPETITIVE REGION

Tactic 3 – Maintain, Promote, & Expand Businesses

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YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

In the Yuba-Sutter region

- Yuba Sutter Transit Next Gen Transit Plan - adopted May 18, 2023
- Yuba Sutter Transit Facility - a $55.8 dollar project
- Regional Rail Project - a proposed new passenger rail service to the region

NOTABLE REGIONAL GOALS & ACCOMPLISHMENTS THAT ALIGN WITH CEDS TACTICS

GOAL 3 – IMPROVE AND MODERNIZE INFRASTRUCTURE

Tactic 3 – Promote Transit Planning & Housing Development

YSEDC
YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

NOTABLE GOALS & ACCOMPLISHMENTS THAT ALIGN WITH CEDS TACTICS

IN THE REGION

Caltrans completed nine projects in 2023 and has 34 projects slated for the region

IN LIVE OAK

Pennington Road Project – west of the railroad tracks to Connecticut was completed

GOAL 3 – IMPROVE AND MODERNIZE INFRASTRUCTURE

Tactic 2 – Develop & Improve Alternative, Mutli-model and Intermodel Distribution Infrastructure

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YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

HOUSING PROJECTS IN CITY OF LIVE OAK

Kristen Court Apartments- Phase III, a 32-unit housing project was completed

Oak Haven Estates, a 16-unit low-income housing project was completed

NOTABLE GOALS & ACCOMPLISHMENTS THAT ALIGN WITH CEDS TACTICS

GOAL 3 – IMPROVE AND MODERNIZE INFRASTRUCTURE

Tactic 3 – Promote Transit Planning & Housing Development

YSEDC
YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

NOTABLE GOALS & ACCOMPLISHMENTS THAT ALIGN WITH CEDS TACTICS

GOAL 4 – FOSTER OVERALL QUALITY OF LIFE

Tactic 1 – Promote & Market For Continued Investment

IN CITY OF LIVE OAK

- Murals of Live Oak is continuing
- Complete Live Oak Trail Project – construction began in 2023

YSEDC
YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

THANK YOU

Cynthia Roderick, CEDS Committee Chair
(530) 751-8555
croderick@ysedc.org
www.choseyubasutter.com

YSEDC
YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION



YUBA-SUTTER ECONOMIC DEVELOPMENT DISTRICT

2023 CEDS ANNUAL PERFORMANCE REPORT

ABSTRACT

The Annual CEDS Performance Report for 2023 analyzes the Yuba-Sutter region's current economic conditions and serves as an update on the region's progress towards reaching regional goals and objectives. This report covers a period from January 1 through December 31, 2023

YSEDC

YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

2023 Annual CEDS Performance and Update Report

EDA Investment #22SEA3020024

Introduction

Yuba-Sutter Economic Development Corporation (YSEDC), established in 1994 to support economic development efforts, is organized as a nonprofit private corporation governed by a 23-member board of directors. The corporation represents business interests of both public and private sectors within the Yuba City Metropolitan Statistical Area.

The corporation was designated as an Economic Development District (EDD) by the U.S. Department of Commerce, Economic Development Administration (EDA) in 1996. Yuba-Sutter Economic Development District (YSEDD) is synonymous with Yuba-Sutter Economic Development Corporation (YSEDC). The district is comprised of the counties of Sutter and Yuba and the cities of Live Oak, Marysville, Wheatland, and Yuba City. The region is referred to as the Yuba City Metropolitan Statistical Area (MSA) as defined by U.S. Office of Management and Budget and used by the U.S. Census Bureau and other U.S. government agencies for statistical purposes. The U.S. Department of Commerce Economic Development Administration provides financial assistance to designated districts for the purpose of developing an Economic Development Strategy and provides funding, in part, for community development planning designed to assist in alleviating economic distress and unemployment.

The Comprehensive Economic Development Strategy (CEDS) document is a significant component of remaining a designated EDD. YSEDC updates the region's CEDS and submits a performance report annually. The CEDS document and appendices can be found on YSEDC's website: https://www.chooseyubasutter.com/strategy

Yuba-Sutter Economic Development Corporation is pleased to submit its 2023 CEDS Annual Performance Report to the EDA.

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2023 Annual Performance Report

This report analyzes the Yuba-Sutter region's current economic conditions and serves as an update on the progress toward reaching regional goals and objectives and implementing the region's plan of action.

CEDS Committee

The CEDS committee completed the process of the five-year update of the CEDS (2020-2025), and it was approved by the Department of Commerce Economic Development Administration on August 8, 2020. The 2022-2023 CEDS committee composition consists of the following members representing both the private and public sectors. There are no changes to the staff or the capacity of the organization to support the development or implementation of the CEDS.

Private Sector			
Name	**Company/Organization**	**Position**	**Interest Group**
Gus Becerra	Regional Housing Authority	CEO	Nonprofit, housing, low-income
Robert Bendorf	Hard Rock Hotel and Casino Sacramento	Director of Government Relations	Consultant, businesses
Camille Benner	Habitat for Humanity	Director of Family Services	Nonprofit, Affordable Housing, Low-income, Poverty
Mark Birtha	Hard Rock Hotel and Casino Sacramento	CEO	Hospitality, Restaurant, Private Individual
Arun Bhardwaj	US Bank	Assistant V.P.	Banking/Finance, Community Leader
Molly Bloom	Sutter County Museum	Museum Director	Nonprofit, Arts & Culture
Johnny Burke	Sutter Yuba Homeless Consortium	Director	Nonprofit, Private Individual
George Carpenter	Sutter Pointe	Vice President	Construction, Housing, Private Individual
Laurie Johnson	Y.S. Farm Bureau	Executive Director	Agriculture, Workforce Development
Thomas Engler	Marysville Flood Protection	P.E., CFM	Government, City of Marysville
Rachel Farrell	Harmony Health	CEO	Healthcare, Private Individual
Chuck Ferguson	The Work Hub	Owner	Entrepreneur & Startup Bus Development, community workplaces
Johnnise Foster-Downs	PG &E	Public Affairs	Utilities, Private Individual
Matt Goody	UA Local Union 228	Business Manager	Union, Private Individual
Beth Hammes	Local Union 228	Training Coordinator	Union, Private Individual
Bob Harlan	Yuba-Sutter-Colusa United Way	Executive Director	Nonprofit, Low-income, Poverty, Community Leader
Cathy LeBlanc	Camptonville Community Partnership	Executive Director	Nonprofit, Environmental, Community Leader
Alyssa Lindman	Sutter Buttes Regional Land Trust	Executive Director	Natural Resources, Education, , Environmental, Tourism
Julius Murphy	The Salvation Yuba Sutter Corps	Corps Officer	Nonprofit, Low-income, Poverty, Community Leader
John Nicoletti	Habitat for Humanity Yuba Sutter	Public Relations	Nonprofit, Low-income, Poverty, Community Leader
Joe Pacheco	Northrop Grumman	BAFB Lead Executive	Private sector, Aeronautics
David Read	Yuba-Sutter Regional Arts Council	CEO	Arts & Culture, Nonprofit, Education
Cynthia Roderick	YSEDC/YSEDD	Grant Specialist	Economic Development, Business Development, Capacity Building
Janelle Willis	Yuba-Sutter Chamber of Commerce	CEO	Economic Development, Tourism, Business Assistance and Education, Community Leader
Brynda Stranix	YSEDC/YSEDD	President/COO	Economic & Business Development, Poverty, Community Leader
Tim Styczynski	Bridge Coffee Co.	Owner	Retail, Private Individual
Tom Williams	Yuba River Moulding & Millworks	President	Manufacturing, Private Individual

Public Sector			
Name	**Company/Organization**	**Position**	**Interest Group**
Gary Arnold	Caltrans	Associate Transportation Planner	Government, State, CA, Transportation
Blaze Baker	Beale AFB	Installation Management Flight Chief	Government, Military, BAFB
Rinky Basi	Sutter County One Stop	CEO	Public, Workforce, Education
Swarnjit Boyal	OPUD	Manager	Wastewater, water
Michael Bessette	Sutter Butte Flood Control Agency	Executive Director	Butte, Sutter, Cities of Biggs, Gridley, Live Oak, Yuba City & Levee Districts 1, 9
Don Blaser	Yuba County	Board of Supervisors	Government, Yuba County
Kevin Bradford	City of Yuba City	Public Works	Government, Yuba City, Public Works
Jeremy Brown	Yuba College	Vice-President	Education, Public
Samuel Bunton	Yuba County	Director of Public Works	Government, Yuba County
Brian Davis	Linda County Water District	General Manager	Government, District
Tawny Dotson	Yuba College	President	Education, Public, Yuba Sutter
Rachel Downs	Yuba County	Community Development & Services Agency	Government, Yuba County
Dan Flores	City of Marysville	Community and Economic Development	Government, City of Marysville
Neal Hay	Sutter County	Director Development Services	Government, Sutter County, Public Works
Brennan Howell	Beale AFB	Lt. Col., USAF Commander	Government, Military, BAFB
Caron Job	Yuba County One Stop	CEO	Government, Education, Workforce
Suki Johal	Caltrans	Associate Transportation Planner - District 3	Government, State, CA, Transportation
Kimberly Matta	Yuba County Airport Projects	Y.C. Airport Administrator	Government, Yuba County
Jason Kopping	Yuba County Airport Projects	Y.C. Airport CEO	Government, Yuba County
Diana Langley	City of Yuba City	City Manager	Government, Yuba City
Mike Lee	Yuba County	Community Development & Services Agency Director	Government, Yuba County
Creig Marcus	Enterprise Rancheria Estom Yumeka Maidu	Tribal Administrator	Native American, workforce, tourism
Mathew Mauk	Yuba Sutter Transit	Executive Director	Government, District, Transportation
Patrick Meagher	RD 784	Reclamation District Manager	Government, District, Flood Control
Ymelda Mendoza-Flores	BETTER WAY	Homeless Services Program Coordinator	Government, Homeless, Better Way
Ben Moody	City of Yuba City	Director of Public Works & Development Services	Government, Yuba City
Kyle Morgado	Yuba County TRLIA	Operations Manager	Government, Yuba County, Flood Protection
Aaron Palmer	City of Live Oak	City Manager	Government, Live Oak
Sami Nall	Yuba Water Agency	Flood Risk Manager	Government, Yuba County, Flood Protection
Sean Powers	Yuba County	Assistant CAO	Government, Yuba County
Jim Schaad	City of Marysville	City Manager	Government, City of Marysville
Jackie Sillman	Yuba Water Agency	Community Relations	Government, Hydro Power, Flood Control
John Tillotson, PE	OPUD	Director of Public Works	Government, District, Olivehurst
Bill Zenoni	City of Wheatland	City Manager	Government, City of Wheatland

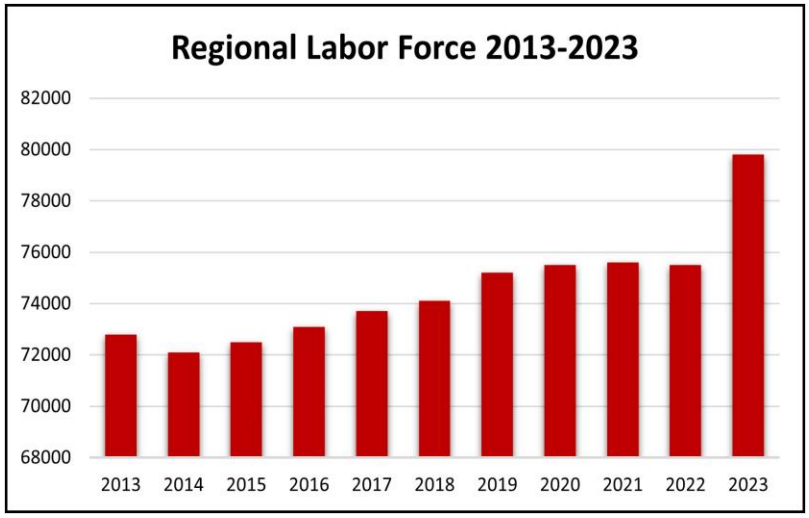
Adjustment to the Strategy

In 2020, YSEDD/YSEDC completed its five-year update of the Comprehensive Economic Development Strategy. The process began in February of 2020 and was approved by the Department of Commerce Economic Development Administration in August 2020. A comprehensive community-wide SWOT analysis and survey was conducted, analyzed, reviewed and new regional goals and tactics were set or strengthened. Since the completion of the 2020-2025 CEDS five-year update, the Yuba City, CA MSA economic strength ranking ranks 148 out of 384 Metropolitan Statistical Areas. Since 2016, it improved by 126 rankings according to POLICOM, an independent research company that specializes in studying the dynamics of local economies.

Although the COVID-19 pandemic had a major impact on all sectors of the region, both private and public, the region has bounced back for the most part except for three factors which are currently affecting businesses in the region. These factors include workforce issues including wages and cost of living and are reflected in the region's demographics.

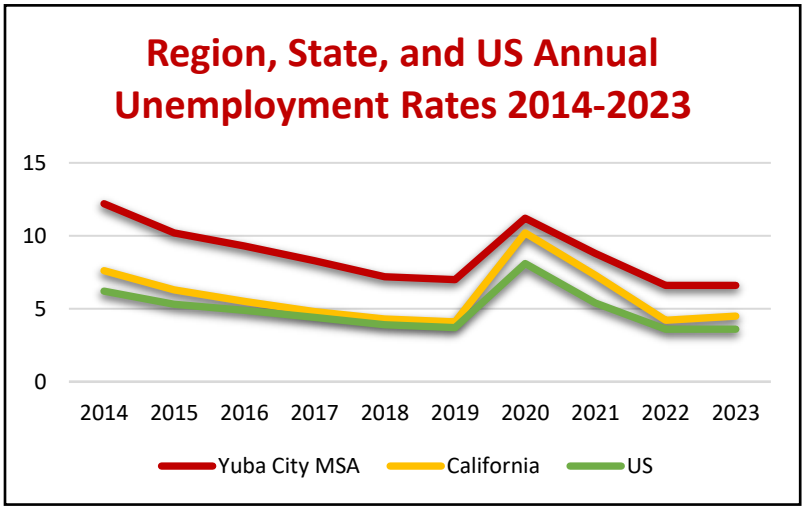
Labor Force

The region's economic activity and well-being is reflected to large degree by the number and types of jobs available. Between December 2022 and December 2023, the region's annual labor force increased from 75,500 to 79,800 which was a 5.79 percent increase over the year. Between 2013 and 2023, the number of individuals counted as part of the labor force increased by 4,900 or 6.54 percent over the 10 years. The region has 58.3 percent participation rate. For purposes of comparison, California has 63.9 percent, and the nation has 63.2 percent. The region is currently experiencing an abundance of jobs but is lacking an experienced/trained workforce to fill these jobs. Source: State of California Employment Development Department – Labor Market Information



Unemployment

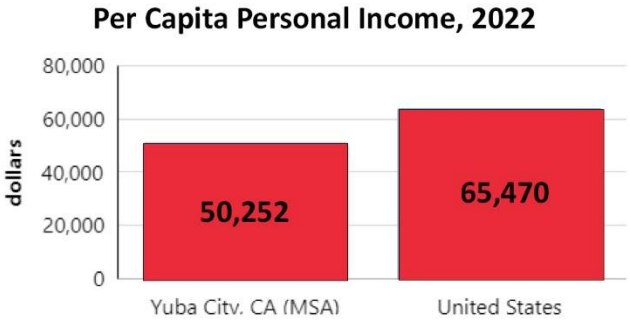
The region's 2023 annual average unemployment rate (6.3 percent) was 183.3 percent higher than the national average (3.6 percent) and 147 percent higher than the state's (4.5 percent). Rates are not seasonally adjusted. Since the Yuba Sutter Economic Development District was formed, the gap between the regional and national annual average unemployment rate has been closing. In 1996, the annual average unemployment rate for the region was 15.3 percent and the national 5.5 percent, a 283 percent difference compared to the January 2021 rate, (Yuba City MSA 10.2. vs National 6.8 percent), a difference of 150 percent.



Source: State of California Employment Development Department – Labor Market Information & Bureau of Labor Statistics

Per Capita Personal Income

Per capita personal income is widely used as an indicator of the economic well-being of the residents in an area. Changes in these figures provide evidence that regions are becoming wealthy as compared to a national benchmark. It is a measure of all income sources, wages and salaries, asset income and transfer payments divided by total population. In 2022, Yuba City, CA (MSA) had a per capita personal income (PCPI) of $50,252. This PCPI ranked 279th in the United States and was 76.8 percent of the national average of $65,470. The 2022 PCPI reflected a decrease of 2.2 percent from 2021. The 2021–2022 national change was 1.6 percent. In 2012, the PCPI of Yuba City, CA (MSA) was $33,931 and ranked 308th in the United States. The 2012–2022 compound annual growth rate of PCPI was 4 percent. The compound annual growth rate for the nation was 4 percent.

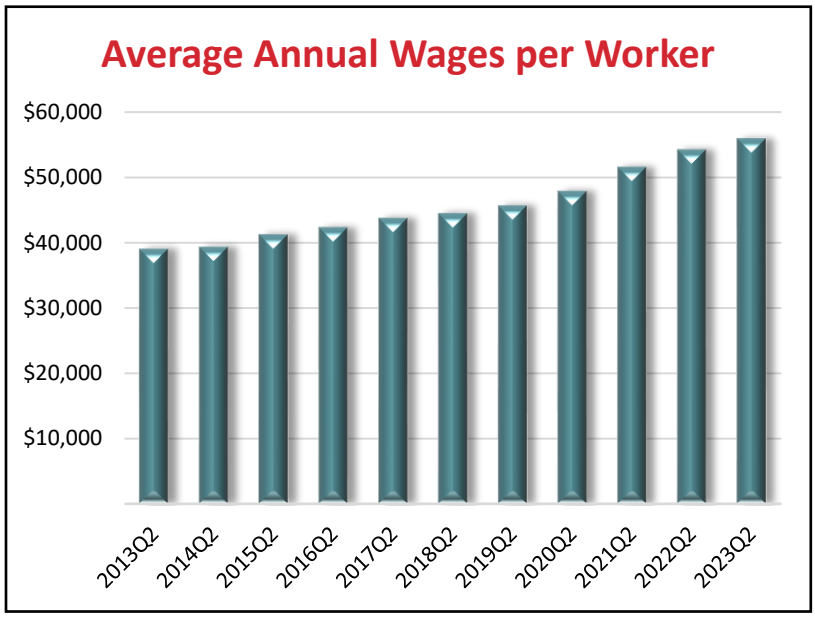


In 2022, Yuba City, CA (MSA) had a personal income of $9,186,797. This personal income ranked 255th in the United States. In 2012, the personal income of Yuba City, CA (MSA) was $5,697,583 and ranked 260th in the United States. (Source: U.S Department of Commerce Bureau of Economic Analysis).

**Personal income estimates are in thousands of dollars, not adjusted for inflation.*

Average Wages

The average worker in the Yuba City MSA earned annual average wages of $55,907 as of 2023Q2. Average annual wages per worker increased 3.6 percent in the region over the preceding four quarters. For comparison purposes, national annual average wages were $70,318 for the same period. The lower wages are generally attributed to the fact that the region is predominately rural with the largest industry sectors being Agriculture, Forestry, Fishing and Hunting, and Retail Trade.

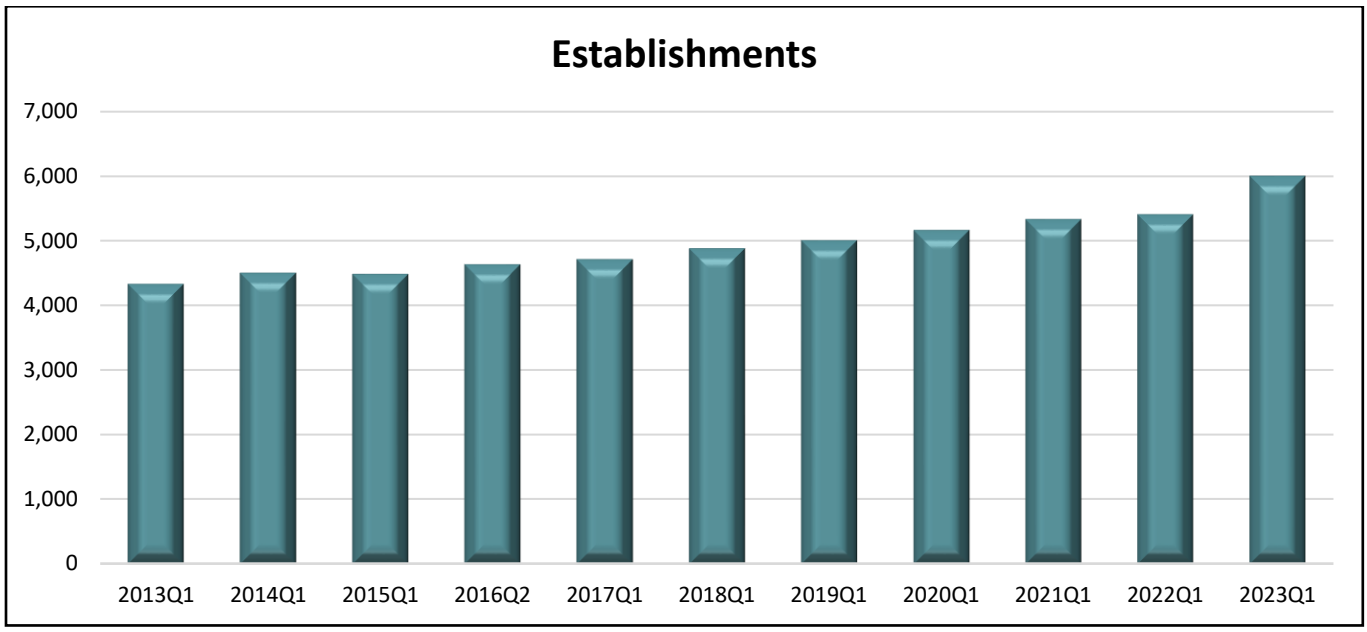


Sectors in the Yuba City, CA MSA with the highest average wages per worker are Mining, Quarrying, and Oil and Gas Extraction ($117,824), Management of Companies and Enterprises ($94,641), and Utilities ($91,491). Regional sectors with the best job growth (or most moderate job losses) over the last 5 years are Accommodation and Food Services (+1,997 jobs), Transportation and Warehousing (+1,211), and Health Care and Social Assistance (+985).

Over the next 1 year, employment in the Yuba City, CA MSA is projected to expand by 384 jobs. The fastest growing sector in the region is expected to be Health Care and Social Assistance with a +1.6% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Health Care and Social Assistance (+151 jobs), Accommodation and Food Services (+36), and Agriculture, Forestry, Fishing and Hunting (+28).

Establishments

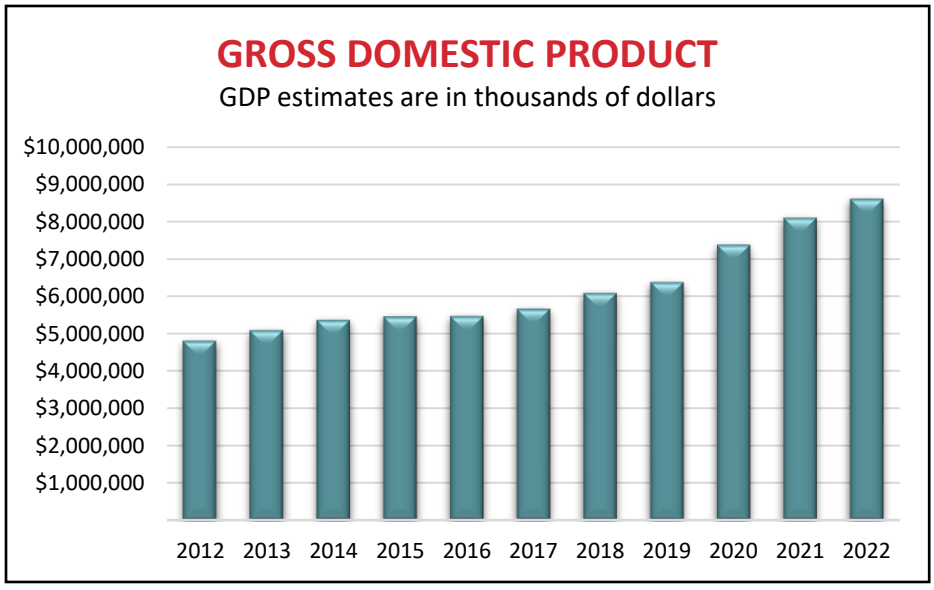
Establishment counts represent the number of locations with paid employees at any time during the year. Growth in the number of establishments can reflect increased tax base and jobs. In 2023Q1, Yuba City MSA had 5,408 establishments, a 2.25 percent increase from 5,289 in 2022Q1. Source: JobsEQ



Gross Domestic Product

Gross Domestic Product (GDP) is the total value of goods and services produced by the region. In 2022, Yuba City MSA produced $8,608,166,000 in current-dollar total GDP* compared to 2021 total GDP of $8,104,050,000. This GDP ranked 272nd among MSAs. In 2022, real GDP expanded 6.2 percent. This follows growth of 9.3 percent in 2021.

Industry Composition: Goods-and services-producing industries and government comprise total GDP. Industry statistics reflect the value of goods and services produced by each of those industries located in Yuba City MSA. Of the sectors in the Yuba City, CA MSA, Health Care and Social Assistance contributed the largest portion of GDP in 2022 at $800,232,000. The next largest contributions came from Unclassified ($755,386,000); Public Administration ($728,757,000); and Real Estate and Rental and Leasing ($625,653,000).



(Source: U.S Department of Commerce Bureau of Economic Analysis).

Performance Measures

An evaluation framework serves as a mechanism to gauge progress on the implementation of the overall CEDS. It is a crucial element of the ongoing planning process and should answer the questions "How are we doing?" and "What can we do better?"

The following performance measures help to provide a framework for evaluating if the progress of activities in achieving the vision, goals, and objectives of the CEDS are making a difference in the local economy. The metrics are broad measures of progress. Improvement in the metrics may be attributed to external factors other than causally related to the economic and workforce development efforts underway in the region.

Performance Metrics

1. **Wealth Creation** Gross Domestic Product (GDP) – Has real GDP increased in the region compared to the previous 12 months?
2. **Employment Growth** – Has employment increased in the Yuba-Sutter region compared to the previous 12 months?
3. **Job Earnings** – Has the percentage of job earnings in the region increased compared to the previous 12 months?
4. **Poverty Rate** – Is the percentage of individuals in the region below the national level?
5. **Education** – What is the percentage of education attainment as compared to the national level?
6. **Unemployment Rate** – Has the unemployment rate decreased compared to the previous 12 months?

Performance Metrics Comparison 2022 versus 2023

Employment/Workforce - Yuba City MSA

	2022	2023	Trend
Industry Employment (Annual)	56,600	57,500	↑ **1.6%**
Labor Force	75,500	79,800	↑ **5.7%**
Unemployment (Annual Not Adjusted)	6.15%	6.64%	↑ **7.97%**
Annual Wages (Q3)	$54,183	$55,907	↑ **5.6%**

Economic - Yuba City MSA/USA

	Yuba City MSA 2022	Yuba City MSA 2023	USA 2023	Trend
Poverty Levels	14%	13.8%	12.6%	↓**1.4%**
Median Household Income	$61,676	$71,066	$74,580	↑ **15.2%**
	Yuba City MSA 2021	Yuba City MSA 2022		
Wealth Creation (Gross Domestic Product) **2021 vs 2022**	$8,104,050,000	$8,608,166,000		↑ **6.22%**

Education Attainment - Yuba City MSA/USA

	Yuba City MSA 2022	Yuba City MSA 2023	USA 2023	Trend
No High School Diploma	19.11%	18.1%	10.3%	↓
High School Graduate	23.68%	24.1%	25.3%	↑
Some College, No Degree	27.1%	27.7%	20.1%	↑
Associate degree	10.86%	10.8%	9.3%	↓
Bachelor Degree	13.22%	13.1%	22%	↓
Postgraduate Degree	6.03%	6.2%	13.1%	↑

Evaluation of Progress on Goals and Tactics

This section presents the vision and goals for the Yuba-Sutter region. It also identifies actions that support the identified pillars and goals for the region. The CEDS will inspire and guide the community, its leaders, and the Yuba-Sutter Economic Development District in creating a dynamic region. The strategy focuses on economic resiliency and recovery while building regional diversity, capacity and collaboration resulting in a vibrant and prosperous community.

Vision

To foster a vibrant, prosperous, and growing Yuba-Sutter region through exceptional leadership and involvement of the community.

Goals and Accomplishments in 2023

Data for this section was provided by implementation partners for the region by responding to an evaluation questionnaire or providing direct outcomes to YSEDC. The implementation partners represented both public and private sectors.



Goal 1 – Create and maintain a competitive region through economic development

Strengthening existing clusters has the potential to entice similar industries and suppliers to the region's existing industries in agriculture, healthcare, manufacturing, aerospace, and government. The region must coordinate efforts to build, grow and maintain competitive areas of proficiency and innovation to drive the evolution of these existing clusters. Regional development of the clusters will have considerable employment ripple effects and improve the wage and tax base.

Implementation Partners: Yuba-Sutter Economic Development Corporation (YSEDC); Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; Yuba-Sutter Chamber of Commerce; Sutter and Yuba One Stops; and Yuba College.

Tactic 1 – Attract more industries to the region

Both Yuba and Sutter counties worked diligently to improve the region to attract more industries by continuing to develop infrastructure projects. In 2023, there were 42 project inquiries for the region which had the potential private investment of $921 million and the creation of over 3,210 jobs. Unfortunately, the region was unable to site all but three small businesses which created eight jobs.

The two counties have continued support of their largest employers, Beale Air Force Base and agriculture. On-going drought conditions, reduction in acreage, and lower prices in crop values (especially in walnuts) did adversely affect agriculture and agriculture-based tourism. Yuba County's agriculture's 2022 gross value decreased by 9 percent from the 2021 values and Sutter County increased approximately 8.4 percent.

The region must continue to support and enhance base/community engagements to support Beale Air Force Base and its missions. In 2023, Beale Air Force Base completed 4 of the 24 construction/renovations projects listed in 2023 Appendix V of the CEDS. These projects represented $11.7 million in Federal Funds. Beale AFB added five new projects to the 2024 update.

Sutter County Superintendent of Schools announced the new location of its Cosmetology School which opened to students beginning in February 2023 aligning with their vision of creating opportunities for students outside of a two or four-year university experience.

Yuba County, the Olivehurst Public Utility District (OPUD), the City of Wheatland, and Yuba Water Agency have partnered to develop and implement a regional solution for immediate and future wastewater needs. The initial phase of the regionalization project is to connect two disadvantaged communities (DAC), Wheatland and Olivehurst. The project will connect Wheatland to OPUD for the provision of wastewater collection and treatment which allows for the decommissioning of Wheatland's aging wastewater treatment plant. Efforts are being coordinated to obtain state grant funding for this project which will provide a more efficient and effective wastewater solution, and to protect the groundwater basins in south Yuba County. Design and environmental reviews are complete and being reviewed for state grant approval. Phase 2 of this regionalization project is to expand water and wastewater lines for the County's employment corridor and Sports and Entertainment Zone. Design and engineering are complete in this phase of the project.

Tactic 2 – Boost Entrepreneurial Development

There were 36 inquiries for business financial assistance of which 8 were for start-ups. Most of these businesses were not ready and were referred to Ken Freeman Consulting Services, Small Business Development Center, or Small Business Administration for start-up assistance such as business basics and planning. In 2023, YSEDC referred 74 businesses for this business assistance and 48 accepted assistance, 2 startups opened and currently employ 7 fulltime employees and 12 businesses are still in the development process. In addition, YSEDC offered QuickBooks Online training to 6 businesses with 4 completing the training and 2 receiving a one-year online scholarship. YSEDC partnered with The Work Hub and provided 14 entrepreneurs with a Lean Start-up series training and 4 received a one-year paid small desk scholarship.

Tactic 3 – Maintain, Promote and Expand Regional Businesses

The Yuba-Sutter Business Consortium, a committee of YSEDC, conducted two business outreach walks, one in June (Yuba County – North Beale Rd., Olivehurst Ave., Skyway Dr., and Sky Harbor Drive) and one in October 2023 (Yuba City Downtown Corridor). The purpose of the walk was to determine the current health and needs of businesses in the survey area. There were 92 businesses visited and 70 participated in the survey. Of those surveyed, 37 percent reported their business was up, 21 percent were down, and 36 percent were steady or fluctuated between up and down. The Yuba County area businesses surveyed reported their greatest challenge was workforce and related issues, followed by government relations (State and Federal, prevailing wages, taxes, etc.) and the rising cost of goods and supply chain issues. The businesses surveyed in the Yuba City area reported their greatest challenges were homelessness and related issues, followed by financial challenges and workforce issues. The most requested business resource in both outreach areas was addressing the issue of lack of qualified workforce and assistance with hiring, training, and vetting followed by the need for business or marketing trainings.

YSEDC, in partnership with the city of Marysville, designed and implemented a business façade grant, business training or loan forgiveness program. The City has allocated $200,000 in funding for this program. To date 22 businesses have made application, 12 improvement projects have been funded, 1 loan forgiveness funded, and 9 are pending.

Sutter and Yuba County One Stops provided business services to employers; promoted 466 employment opportunities for employers, provided 10,953 employment services to individuals; hosted 66 job fairs/on-site and virtual recruitments; initiated 25 on-the-job training contracts; assisted 28 individuals with lay-off aversion and had 159 net jobs created.

YSEDC and consortium partner, SBDC provided a variety of technical/financial assistance resources and referrals. There were 1,686 consulting hours and 3,114 businesses served. There were $562,784 in loans made with over $10 million in private capital infusion. This technical/financial assistance included federal, state, and private funded grant/loan assistance, marketing, and general business technical assistance. There were 40 jobs created and 120 jobs retained because of this assistance.

Yuba-Sutter Chamber of Commerce provided 91 business networking events to 3,407 businesses and made multiple referrals to other Yuba-Sutter Business Consortium partners. Chamber also has an established Government Affairs Committee, to study and analyze issues of interest to the Yuba-Sutter area and its business community; to take advocacy positions on those issues; and to communicate the Chamber's viewpoint clearly to its membership, elected officials, and the community at large. While its endeavors may not have directly ushered in policy changes, the committee's unwavering commitment to the well-being of the community has been palpable. Through a series of meticulously organized meetings, the committee has played a pivotal role in fostering a deeper understanding of governmental processes and policies among our citizens. In addition, the Chamber conducted its annual LEADership program with 9 graduates. The program is intended to shape the candidates into future leaders and set our community up with civically minded, strong leaders for the coming decades.

Bishop's Pumpkin Farm was host of the California Pumpkin Growers 2023 National Pumpkin Weigh Off in the city of Wheatland. Growers from across the United States and Canada participated in the event bringing in thousands of visitors to the region and international attention.

The Yuba Water Agency has committed to investing $10 million a year into programs and projects that align with the agency's core mission areas with a goal of improving the quality of life in Yuba County. The mission areas include infrastructure expansion, education and workforce development, tourism and visitor services and technology clusters.

One of Yuba County's larger employers, Hard Rock Hotel & Casino Sacramento at Fire Mountain, opened its HARD ROCK LIVE music and entertainment venue in June 2022 along with the Rocktane fuel station and convenience store. For HARD ROCK LIVE, the design approach focused on innovative staging, the latest technology and unrivaled guest amenities, HARD ROCK LIVE serves as a flexible event center with the capability to host a multitude of programs including live shows, a variety of premier sporting events, galas and more.

In its first year of operations, Hard Rock Live Sacramento brought more than 126,000 guests through the doors for 68 shows, 30 of which were completely sold out. The venue has also garnered numerous accolades from the industry since its opening from "Pollstar" and "Billboard Magazine." Hard Rock Live has had an economic impact on the six-county greater Sacramento region of more than $17 million in its first year of operation. It was nominated for New Concert Venue of the Year 2023 by "Pollstar". In 2022, it was listed as a Top 28 Venue to Watch by "Billboard Magazine". It was ranked #24 worldwide, #19 in the U.S. and #1 in California by "Pollstar" in

2022 based on ticket sales in the Club category. As Pollstar's 2023 Mid-Year reports show, Hard Rock Live has moved up to #4 worldwide, #3 in the U.S. and still holds onto #1 in California.

In 2023, Hard Rock Live hosted 88 events with nearly 170,000 in total attendance. Across 20 different entertainment genres, Hard Rock Live events continue to offer a variety of entertainment for all and has held several outdoor uses of the facility including tradeshows, meetings, charity events, and other activities.

Hard Rock Hotel & Casino Sacramento at Fire Mountain and Enterprise Rancheria continue to focus on securing 352 acres between the existing casino and the Toyota Amphitheater for future ownership and development. They have obtained a property option and are beginning master planning discussions beginning in 2024 with the intent to create a one-of-a-kind regional entertainment destination to support its business diversification and supporting the growth of the sports and entertainment zone.

Hard Rock Hotel & Casino Sacramento at Fire Mountain is proud to be a 2023 International Entertainment Buyers Association Casino of the Year Award Nominee. Through their success, Hard Rock and the Enterprise Rancheria Community Fund continue to support the community philanthropically and have provided approximately $3.1 million in charitable donations and in-kind gifts since opening, including over $160,000 provided to Sutter Health as a result of Hard Rock's 2023 Pinktober Gala, and support and direct funding for numerous entities, including Ronald McDonald House Yearly Room Sponsorship, Marysville Peach Festival, Bok Kai Parade, Happy Landings with Beale Air Force Base as well as the Airmen's Ball held at Hard Rock Live, host of local country music artist Tyler Rich's "The Event" helping raise funds for the local K9 Officer's Association, United Way and SAYLove, Flying U Rodeo's Marysville Stampede and the Rideout/Adventist Fairway to Health fundraiser among others.

In Yuba City, the Feather River California Temple of the Church of Jesus Christ of Latter-day Saints was completed in late August and hosted a three-week open house for the community with 54,000 people touring the site. This event brought in thousands of visitors to Yuba City and the region. Additionally, a new 93-unit Holiday Inn Express with a swimming pool in the 500 block of Shasta Street was completed with approximately 75 jobs created. Hampton Inn completed its 50-room expansion. There was one retail store (Tilley's) and one food/eating establishment (My Boba Spot) that opened in 2023 which have created approximately 25 jobs. There are several projects coming in the next year or so, Raising Canes, Dutch Bros, Wayback Burgers, Nalu BBQ, Marriot Townhouse Suites (90 rooms) and Springhill Suites (91 rooms). It is anticipated these projects will create 100-150 jobs.

In Yuba County, Costco, a warehouse style store and gas station, opened in the fall of 2023. Job creation is projected to be 175.

In Marysville, there have been seven new businesses located within the city and one large development project.

- **7-Eleven Convenience Store:** Located at 501 5th Street. The $6,705,000 project opened in January 2023, and created approximately 11 jobs.
- **Dutch Bros. Coffee:** 1021 B Street opened in the spring of 2023 and created approximately 14 jobs.
- **Edible Memories Bakery:** Located in Historic Downtown Marysville opened in winter of 2023 creating approximately 5 jobs.
- **Lakeside Indian Cuisine Bar and Grill:** Located on Ellis Lake opened in July of 2023 and created approximately 10 jobs.
- **Marysville Market:** A convenience store/deli across from the Yuba County Courthouse opened in winter of 2023 creating approximately 5 jobs.
- **Elvy's Clothing Store:** Located in Historic Downtown Marysville opened late summer of 2023 creating approximately 3 jobs.
- **The Ville Restaurant:** Located in the Medical Arts District opened in October 2023 creating approximately 10 jobs.

- **B Street Property:** Marysville is moving forward with a hotel, banquet hall, restaurant, and grocery store across from Ellis Lake, on B Street. Marysville City Council entered into a Disposition and Development Agreement with Engstrom Properties LLC and the Presidio Companies LLC to move forward with the redevelopment of this five-acre city-owned property. The developers have submitted plans for construction to begin in summer of 2024.



Goal 2 – Develop, retain, and attract talent

It is imperative that the region prepare young students and adult learners with critical in-demand education skills, competencies and knowledge that align with existing and evolving business and industry needs. Many industries are suffering because job seekers lack essential skills. The region must build awareness among residents, businesses, and leaders that education and lifelong learning are important drivers of economic development.

Implementation Partners: Yuba-Sutter Economic Development Corporation; Sutter and Yuba One Stops; Tri-County ROP/CTE; Yuba-Sutter Chamber of Commerce; The Work Hub; AeroSTEM Academy; K-12 Institutions; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; and Yuba College.

Tactic 1 – Increase Collaboration between educational institutions

Yuba College: Yuba College continues to collaborate with K-12 districts in our service district to create additional opportunities for students to pursue higher education, including workforce-focused programs at no cost to the high school students. In 2023 this included the creation of the Middle College Academy. The Academy is a high school run by the Marysville Joint Unified School District that is located on Yuba College's Marysville Campus. Students in this program attend high school courses and college courses throughout their day. This non-traditional high school experience can result in the completion of both high school and community college at the same time in a program of study chosen by the student. YC's partnership with Yuba City Unified School District has resulted in four cohorts annually of the early college high school program. Marysville Joint Unified School District now has three active cohorts of the early college high school program. Wheatland Union High School continues to provide a comprehensive early college experience for all its students including a hybrid of on-campus career and technical education courses taught by Yuba College faculty. Expansion of these opportunities will continue throughout our service district to increase educational attainment for our community overall through broader access to higher education opportunities.

In the Fall of 2023, Yuba College offered the first courses in its Watershed Management Program, funded by a grant from the Yuba Water Agency. In its first semester, the new program saw more than 60 enrollments. Graduates of this program will be certified in Geographic Information Systems qualifying them for many living-wage jobs at the Yuba Water Agency, in addition to local utility districts and state agencies. Most graduates will look for positions as a field technician with a statewide average annual salary of $68,000. Currently, three certificate programs have been developed in Field Technician-Watershed Management, Soil Conservation Technician, and Geographic Information Systems. This program will look to expand into Forest Management and Fire Suppression in the coming years. This program continues to receive input from local industry experts as a part of its ongoing advisory committee.

The Marysville Joint Unified School District (MJUSD) is rooted in the value of lifelong learning. The District recognizes the impact of the school programs on the larger community and therefore the need to work closely with local businesses and higher education partners to design pathways for graduates to succeed after high school. While a two or four-year degree is not the only way to success, the need to establish college preparation for transition to higher education is imperative to growing a trained workforce. The district is intentional in preparing every student for college and career and equipping students to choose the future they desire. The district has also opened a new Middle College High School on the campus of Yuba College where the students take more Dual

Enrollment classes than traditional high school courses. This is the first of its kind partnership, north of Sacramento. In addition, the number of students in the Early College Program is also growing as it moves into the third year of the program. In 2021-22, the District formalized a partnership with Chico State University to assist with college information sharing with students and families and start laying a belief-system that four-year university education is within reach of every student. The District is currently working with Sacramento State to establish a similar program and pathway of transition.

The District supports 22 sequenced pathways in 9 industry sectors through its Career Technical Education (CTE) programs. CTE courses combine academic and occupation-related course requirements. In most cases, pathways are taught over multiple years, allowing students to develop critical workplace skills. Many CTE courses count for college credit and are approved to meet minimum admission requirements for the University of California system. CTE courses range from medical to agriculture mechanics and touch on a wide range of careers in-between. Currently, in partnership with UC Davis, MJUSD is designing an Engineering Pathway with emphasis on Coding and Robotics, to be implemented next year at Lindhurst High School. Yuba Water Agency has joined this pathway as a formal Industry partner as well. MJUSD has also established formal Internship and Work-Based Learning opportunities for students with 93Q Radio Station, Yuba County DA Office, Adventist + Rideout Hospital, Yuba County Health and Human Services, Ampla Health, Allison Chiropractic, and other clinical partnerships.

Peach Tree Dental runs a dental lab on the Marysville High School campus where high school students are provided dental services through the Shine Bright Dental program where students learn and get prepared for the dental pathway. MJUSD is solidifying a culinary partnership with the Hard Rock Hotel and Casino Sacramento. Marysville High School is in the preliminary stages of planning for a medical four-year pathway with UC Davis, and are in talks with Adventist + Rideout to partner with us in this endeavour. These partnerships follow the existing medical and dental internships available at Marysville High School. Many such future partnerships with four-year colleges and industry partners will soon follow.

Their partnership with Yuba College continues to expand to create a seamless transition between the two organizations and design clear pathways for transfer to four-year colleges or careers after that.

Tactic 2 – Improve understanding of all ethnic cultures that live, work within, or visit the region

The **Sutter County Museum** houses a permanent exhibit gallery with displays on the history and stories of Yuba-Sutter's diverse peoples. It includes permanent exhibits on Chinese Americans, Hmong Americans, Japanese Americans, Mexican Americans, and Punjabi Americans in the community's history. Temporary exhibits in 2023 also supported the understanding of diverse ethnic cultures within the region: *Chinese Pioneers*, which explored the social, political, and judicial disenfranchisement of Chinese Californians, as well as moments of Chinese agency and resilience, in the decades before and after the 1882 Chinese Exclusion Act. Unbroken Traditions is an exhibit developed to feature baskets made by several generations of women from the Meadows-Baker family. Many members were Mountain Maidu, and their baskets drew from a deep understanding of ecology, incorporated intricate weaving techniques, and employed creative and meaningful design elements.



Goal 3 – Improve and modernize infrastructure

Adequate capacity and condition of infrastructure assets contributes to overall economic competitiveness. Strategic investments must be made to ensure that these assets are maintained and expanded. The region will become more competitive when businesses, entrepreneurs and residents are able to make use of well-coordinated and robust regional infrastructure for transportation, water/sewer/gas, broadband, housing, and the natural environment.

Implementation Partners: Yuba-Sutter Economic Development Corporation; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; Yuba-Sutter Chamber of Commerce; Yuba-Sutter Transit; Yuba Water Agency; and Caltrans.

Tactic 1 – Modernize the region's Infrastructure to meet future demand and respond to changing business needs

Regional Projects

Feather River West Levee Project: Sutter and Butte counties are planning to improve 44 miles of levees from Thermolito Afterbay south to the Sutter Bypass to reduce flood risk and remove more than 34,000 properties from FEMA Special Flood Hazard Areas. Among other important improvements, the project will sustain and grow the local economy by creating construction jobs, protecting property values, and allowing for responsible residential, commercial, and industrial development. Phase I –Thermalito Afterbay to Star Bend was targeted to be completed by 2016. Phase II will include the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass.

2023-2024 UPDATE: Levee repairs will be completed in two separate phases: Project I, the Feather River West Levee Project, includes work from Thermalito Afterbay to Star Bend, just south of Yuba City, and was completed at the end of 2020. Project II includes the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass. Project II work completed to date includes a one-mile section of levee at Laurel Avenue, another five miles of levee improvements between Star Bend and Laurel Avenue completed by the U.S Army Corps of Engineers (USACE). USACE also completed another mile of levee improvements between Laurel Avenue and the Highway 99 bridge crossing the Feather River. SBFCA is currently in design and permitting of the last 1.6 miles of levee along the lower Feather River west levee which is scheduled to be in construction in 2025. The Feather River West Levee Project is on schedule and within budget.

Flood Protection of the City of Marysville: A public works project to repair and upgrade the ring levee to be certified as providing a 200-year level of flood protection. The Marysville Ring Levee project is a multi-phase project that will upgrade the levee that surrounds Marysville. The primary purpose of the project is to strengthen the existing levee by implementing additional measures to reduce the likelihood of through-seepage and under-seepage. The U.S. Army Corps of Engineers Sacramento District is partnering with the California Central Valley Flood Protection Board and the Marysville Levee District to complete the estimated $92.5 million project. The state of California has appropriated $17 million toward the project as part of their commitment to upgrade the state's levee systems. Currently, project completion is slated for 2019. The project is designed and constructed to meet the state's requirement of 200 year-level flood risk for urban areas - or a 1-in-200 chance of flooding in any given year. Due to the elevation of the levees, the project will surpass those criteria making Marysville one of the lowest at-risk cities in California's Central Valley after all flood reduction measures are constructed.

2023-2024 UPDATE: The project has completed several phases of construction including Phase 1 on Simmerly Slough between Jack Slough Road and the Marysville High School; Phase 4A on Simmerly Slough in Binney Junction; Phases 2A North and South on the Feather River between 10th Street and the Yuba River; and on the Yuba River the project has completed improvements in Phase 3 between the landfill and Ramirez Road/Simpson Lane and Phase 2C from Highway 70 to the Feather River. A contract was awarded to construct Phase 2B between Ramirez Road/Simpson Lane and Highway 70 on the Yuba River in 2023; and the final phase of construction will be to repair the Yuba River levee beneath Highway 70 in 2024. The US Army Corps of Engineers is also completing a risk assessment of areas not improved in this project to ensure they meet criteria for greater than 200-year level of protection and will implement any repairs/improvements identified in that analysis in 2025-2026.

South Yuba County Regional Sewer Project: Yuba County, the Olivehurst Public Utility District (OPUD), the City of Wheatland, and Yuba Water Agency have partnered to develop and implement a regional solution for immediate and future wastewater needs. The initial phase of the regionalization project is to connect two disadvantaged communities (DAC), Wheatland and Olivehurst. The project will connect Wheatland to OPUD for the provision of wastewater collection and treatment which allows for the decommissioning of Wheatland's aging wastewater

treatment plant. Efforts are being coordinated to obtain state grant funding for this project which will provide a more efficient and effective wastewater solution, and to protect the groundwater basins in south Yuba County. Design and environmental review are complete and being reviewed for state grant approval. Phase 2 of this regionalization project is to expand water and wastewater lines for the County's employment corridor and Sports and Entertainment Zone.

2023-2024 UPDATE: Olivehurst Public Utility District (OPUD) and Wheatland have applied to the State Water Resources Control Board Clean Water State Revolving Fund (SCWSRF) for construction funding for the regional pipeline from Wheatland to OPUD and for other necessary improvements to the OPUD wastewater treatment plant. The application is complete, and the project is categorized as "fundable" by the SWRCB and is going through the required stages of review by SWRCB staff. This grant would fund approximately $50 million of the estimated $130 million needed for the project. Yuba Water Agency is exploring options to loan the remaining funds necessary to complete the project. In addition, further expansion of this regional wastewater system to enable commercial and industrial development is designed and funding sources for the approximately $58 million needed for the project are being explored.

Yuba Water Agency – Water Projects

Goldfields Multi-Benefit Project Feasibility Study: The purpose of the Goldfields Multi-benefit Study is to develop a replacement feature for the 100-year embankment that is outside of the approved mining areas for both the dredge operations and aggregate extraction and that addresses the increase in flood risk associated with Western's reclamation plan. The study will include opportunities to expand the Yuba River floodway to reduce flood stages and provide for ecosystem enhancement. The intent will be to develop an alignment for the flood protection embankment that will have a flood control easement that will allow for both the existence of the feature as well as OMRR&R.

2023-2024 UPDATE: The feasibility study on construction of a Multi-benefit project south of the Yuba River downstream of Daguerre Point Dam was completed in December 2023.

PROJECT COMPLETED-$500,000 (State-DWR & Local-YWA)

Yuba County

East Linda Detention Basin: This public works project would expand an existing detention pond to serve East Linda and is referred to within the South Yuba Master Drainage Plan.

2023-2024 UPDATE: The segment of the linear detention pond from Orchard Pond to North Beale Road is currently under construction and is funded as a condition of the surrounding subdivision. The remaining segment from North Beale Road to Hammonton-Smartsville Road is being designed in conjunction with the paralleling Goldfield's Parkway project. This piece is dependent on funding but is expected to be completed in 2024-2025.

Reclamation District No. 784 (Special District)

Pump Station No. 9 Upgrades: This public works project would provide redundant pumping, backup generation and SCADA electronic system to existing Pump No. 9 as required by FEMA for operation during storm events and would protect West Linda and the Lindhurst Avenue commercial area.

2023-2024 UPDATE: SCADA PORTION (ONLY) OF PROJECT COMPLETED - $158,000 (State & Local Funds)

Pump Station No. 7 Upgrades: This public works project would provide upgrades to Pump Station No. 7 with SCADA electronic system and redundant pumping to serve Wal-Mart, Costco, and the general commercial area of Linda.

2023-2024 RD784 UPDATE: PROJECT COMPLETED-$158,000 (State & (State & Local Funds)

Pump Station No. 5 Upgrades: This public works project would provide upgrades to Pump Station No. 5 with SCADA electronic system and redundant pumping to serve the east Linda area.

2023-2024 RD784 UPDATE: PROJECT COMPLETED-$158,000 (State & (State & Local Funds)

Storm Drainpipe Replacements: This public works project will replace up to 6 aging pipes located within the rural levee portion of the District.
2023-2024 Update: RD784 has been awarded a grant to complete this project.

Linda County Water District

Linda Avenue/Griffith Water Treatment: This Linda County Water District project would construct Well No. 17 and a water treatment facility at Linda Avenue at Griffith, to serve the East Linda Specific Plan area.
2023-2024 UPDATE: Project is under construction with a current anticipated finish date in June 2024.

Forest Biomass Business Center Development

Camptonville Community Partnership (CCP), is a small, rural, community-based non-profit organization located in the town of Camptonville in the Yuba County foothills that proposes to develop a small forest biomass to energy facility that would be part of a new small business campus, located in an unincorporated area approximately 11 miles southwest of Camptonville and 3 miles east of Dobbins. CCP intends to attract other businesses to the site, where heat and power would be available from the facility making the overall facility, a high efficiency combined heat and power operation.
2023-2024 UPDATE:

- Purchased 100 acres for the Forest Biomass Business Center (FBBC) parcel including 11 acres for the current bioenergy site.
- Secured interest for the development of a co-located sawmill and received USDA grant funding for design and engineering.
- Secured a Timberland Conversion Permit (TCP): Converting timberland into another use requires a TCP from Cal Fire. A part of the TCP process also includes preparation of a Timber Harvest Plan (THP).
- Secured a loan for interconnection costs from YWA.
- Update permits and contracts with local and state agencies.

CCP continues to work with key partners such as USFS, USDA, YWA, Blue Forest Conservation, and others to develop the Forest BioMass Business Center. Project is working to be built and generating electricity to the grid in March 2026.

City of Marysville Project

Leachate Conveyance Project: The City has worked with its local solid waste contractor, Recology and the Linda Water District to collect leachate from their regional facilities and convey them through City sewer lines to the Linda Water District wastewater treatment facility. Recology has completed all required testing and has constructed holding tanks and metering equipment to release leachate at a controlled rate. The project has lowered Recology's cost for leachate disposal (previously trucked to a disposal facility) and generates additional income for the City's Sewer enterprise fund.
2023-2024 UPDATE: Project is completed, and Leachate is now being conveyed**.**
PROJECT COMPLETED-$180,000 (Private Company, Recology)

City's Park Irrigation Well initiative: DWR has made grant funds available to commence the City's Park Irrigation Well initiative that would improve water system reliability and cost savings to the City by converting City parks to a well and tank storage system, thereby eliminating the need for commercial water service.
2023-2024 UPDATE: **PROJECT COMPLETED**-$400,000 (State, DWR)

City of Wheatland Project

Wheatland Comprehensive Water Project: The City of Wheatland water system is aging with portions of the system more than 100 years old. The project consists of removing the seismically deficient water tower from service by employing new ground mounted hydro-pneumatic tanks and booster pumps to supply water pressure to the City. The project also includes replacement of domestic water meters, new production meters, water meter

automation to assist with leak detection and remote metering reading, SCADA replacement, and new billing software.
2023-2024 UPDATE: Project is underway and is anticipated that construction will begin in 2024 and be completed in spring of 2025.

City of Yuba City Projects

Barry School Waterline: The project involves installing 12" and 14" diameter water transmission main in Railroad Avenue from Bogue Road to Stewart Road and in Stewart Road from Railroad Avenue to Garden Highway, as well as a 3" diameter private water service in Railroad Avenue and Barry Road to serve Barry School.
2023-2024 UPDATE: The project was awarded for construction in August 2023, subject to State approval of the increased construction cost. Construction is anticipated to begin in Spring 2024 upon State approval and is expected to be complete by the end of 2024.

Second Groundwater Well: The project includes constructing a second groundwater well at the City's Water Treatment Plant to provide additional accessible water resources during times when the City's surface water rights are curtailed.
2023-2024 UPDATE: The well was drilled and tested in 2022. Pump installation and above-ground piping was completed in 2023 with installation of electrical/mechanical equipment to be completed in 2024, subject to equipment availability. The well can be operated by generator power, if needed.

Aquifer Storage Recovery (ASR) Well: The project involves establishing an ASR well at the City's Water Treatment Plant to further bolster the City's accessible water resources during times when the City's surface water rights are curtailed. The ASR concept includes injecting treated water into the groundwater aquifer during times when surface water availability exceeds demands while extracting groundwater during times when surface availability does not meet demands.
2023-2024 UPDATE: Design and environmental/permitting commenced in 2023 with construction anticipated to begin in late 2024.

WWTF Outfall and Diffuser Project: The project includes constructing a new 42-inch diameter discharge pipeline from the City's Wastewater Treatment Facility (WWTF) and a new diffuser outlet to the Feather River. The proposed pipeline and diffuser will replace the City's existing diffuser, which was damaged in 2011 by erosion of Shanghai Falls. This project will ensure the City's capability to safely treat wastewater for existing customers, as well as future development.
2023-2024 UPDATE: Final design complete pending receipt of permit conditions from regulatory agencies. Project will be advertised for bids once funding and permits are secured.

Bogue Road Sewer Extension: The project involves extending the existing 18" diameter sanitary sewer in Bogue Road from Railroad Avenue to Phillips Road and constructing a new lift station to facilitate future connection of properties north and south of Bogue Road and east of State Route 99, and to address capacity issues and service of new development areas.
2023-2024 UPDATE: Final design in process. Project is being coordinated with Bogue Stewart Master Plan improvements.

Tactic 2 – Develop and improve alternative, multi-modal and inter-modal distribution infrastructure

Regional Caltrans Projects

Caltrans had 34 projects slated for construction, rehabilitation, planned or program projects in the Yuba-Sutter region. Nine projects were completed in 2023, which represented an injection of $145.75 million in improvements within the region. Completed projects were:

Live Oak Streetscape, Rehab & Safety 03-3F99U This EA is combined from 3F990/1H150/2H230: In Sutter County, in and near Live Oak, from south of Coleman Avenue to Nevada Street. Rehabilitate pavement, improve pedestrian accessibility, add new electrical signals, upgrade drainage facilities, add streetscape elements & reduce traffic congestion by improving the vertical profile & providing two traffic lanes in each direction.
PROJECT COMPLETED-$37.4 Million (State, Caltrans SHOPP)

Count Station Repair & Install 03-0H420 VAR: In Sutter County on Route 99, adding two new count stations. This project is also located in Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Yolo, and Yuba Counties. Repair existing continuous count stations, install new loops at ramp meters, and install new radar count stations.
PROJECT COMPLETED-$14.072 Million (State, Caltrans SHOPP)

Multi Location Bike and Ped Improvements 03-0J923: In Sutter County on Route 20 from Stabler Lane to Shasta Street. Enhance crosswalk visibility, add bike lane delineation, install signs and countdown pedestrian barricades to improve bicycle and pedestrian safety.
PROJECT COMPLETED-$3.246 Million (State, Caltrans SHOPP)

Bridge Maintenance 03-2G070: In Sutter County on Route 20 near S. Tarke Road. Bridge preservation.
PROJECT COMPLETED-$1.642 Million (State, Caltrans Maintenance)

D3 Advance Curve Warning #2 03-2G690: Install Horizontal Alignment Curve Warning Signs. Sutter County at various locations. **PROJECT COMPLETED**-$447,000 (State, Caltrans Maintenance)

YUBA 70 Bridge Widening and Rail Replacement 03-1H270: Near Marysville, at Feather River Boulevard Overcrossing No. 16-0033 (PM 13.01) and South Marysville Undercrossing No. 16-0035 (PM 13.23). Upgrade bridge rails and construct median concrete barrier between project limits.
PROJECT COMPLETED-$12.16 Million (State, Caltrans SHOPP)

Simmerly Slough 03-1E060 Overlay: In Yuba County near Marysville from 0.1 mile north of Binney Junction Underpass to 0.3 mile north of Laurellen Rd. **PROJECT COMPLETED**-$60.406 Million (State, Caltrans SHOPP)

Count Station Repair & Install 03-0H420: 470 Locations. Repair existing continuous count stations, install new loops at ramp meters, and install new radar. **PROJECT COMPLETED**-$14.373 Million (State, Caltrans Maintenance)

YUBA 20 RHMA Overlay/DIKE/PCC Island Removal 03-1G010: In Yuba County in and near Marysville from Buchanan Street to 0.1-mile East of Levee Road.
PROJECT COMPLETED-$2.006 Million (State, Caltrans Maintenance)

Sutter County Projects

Howsley Road Bridge Replacement: The county will replace the existing two-lane 260-foot-long bridge utilizing FHWA Highway Bridge Program funds.
2023-2024 UPDATE: The design phase is scheduled for completion by June 2025 at which time the County will seek the required federal funding.

Larkin Road Bridge Replacement: The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds.
2023-2024 UPDATE: Due to a delay in receiving the federal funding, the environmental permits have expired and need to be reissued. The County is awaiting federal funding to update the permits and any design impacts.

Nicolaus Avenue Bridge Replacement: The county will replace the existing two-lane 70-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2023-2024 UPDATE: Due to a delay in receiving the federal funding, the environmental permits have expired and need to be reissued. The County is awaiting federal funding to update the permits and any design impacts.

Tisdale Road Bridge Replacement: The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds.
2023-2024 UPDATE: The design phase is complete, with right-of-way acquisition and environmental permitting expected to be completed in April 2024. Federal Funding for the construction phase is not expected to be available until 2025.

Kent Avenue Bridge Replacement: The county will replace the existing two-lane 80-foot-long bridge utilizing FHWA Highway Bridge Program funds.
2023-2024 UPDATE: The design phase is complete, with right-of-way acquisition and environmental permitting expected to be completed in April 2024. Federal Funding for the construction phase is not expected to be available until 2025.

Yuba County Projects

County Bridge/Culvert Repair: There are 75 Highway Bridge Program (HBP) eligible bridges (greater than 20' in length) and numerous other culvert and drainage structures owned and maintained by Yuba County. Currently the County has 75 bridges that are of sufficient length (>20') to be eligible for Caltrans inspection. Of these, 29 bridges have a Sufficiency Rating (SR) below 80 and above 50 which qualify for HBP rehabilitation funds, and 8 bridges have a SR below 50 which qualify for HBP replacement funds.
2023-2024 UPDATE: Spring Valley Road bridge replacement expected to be complete in January 2024. Other current bridge replacement projects include Los Verjeles Road, Waldo Road, and Ellis Road. These are anticipated to be under construction in 2024-2025. The County applied for an additional five bridge projects through HBP.

Goldfields Parkway: This public works project would construct a four-lane arterial around the easterly side of Marysville through the East Linda Specific Plan from Highway 65 at McGowan Parkway to Highway 20 at Plantz Road.
2023-2024 UPDATE: Nearing completion of design. Construction of the road is anticipated to be complete by 2026.

Highway 70/Plumas Lake Boulevard Interchange – Phase 2: This public works project would link Phase 1 of the Highway 70/Plumas-Arboga Interchange to the eastern Phase II component of the interchange to include a Union Pacific Railroad overpass.
2023-2024 UPDATE: The County anticipates being approximately 50% complete with design in FY 23-24.

North Beale Road Revitalization Improvements: This public works project consists of implementing the road improvements recommended by the East Linda Revitalization Plan which consists of sidewalks, landscaped medians, street lighting, and parking that would improve the safety of the road for motorists, bicyclists and pedestrians as well as improve the appearance of the road corridor to help attract new and retain existing businesses.
2023-2024 UPDATE: North Beale Road Complete Streets Phase II (Hammonton-Smartsville to Linda Ave) is complete. The County secured grant funding to fund phase III (Linda Avenue to approximately 2,400 feet east). Phase III design recently commenced with construction anticipated 2024-2025.

Olivehurst 11th Avenue Project: This public works project consists of implementing road improvements to 11th Ave. between Olivehurst Road and Powerline Road in Olivehurst. This project includes improvements to curb, gutter, sidewalk, drainage, and street overlay.
2023-2024 UPDATE: **PROJECT COMPLETED**-$1.7 Million (State, Caltrans ATP)

Linda – Cedar Lane and Alicia Avenue Project: This public works project consists of implementing road improvements to Cedar Lane and Alicia Avenue (from Riverside to Feather River Blvd) in West Linda. This project includes improvements to curb, gutter, sidewalk, drainage, and street overlay.
2023-2024 UPDATE: The project commenced in June of 2023 and is nearing completion of construction. Project completion is anticipated by March 2024.

McGowan Parkway Project: This public works project consists of implementing road improvements to McGowan Parkway between SR 70 and SR 65 in Olivehurst. This project includes improvements to curb, gutter, sidewalk, drainage, and street overlay.
2023-2024 UPDATE: Construction is nearing completion with several punch list items remaining.

City of Live Oak Project

Pennington Road Rehabilitation: Pennington Road is the main east/west arterial for the City of Live Oak, intersected by State Route 99. Sacramento Area Council of Governments (SACOG) committed $915,000 for partial reconstruction of the road from Broadway to Connecticut Avenue during 2012 and 2013. Reconstruction to the east of State Route 99 is also necessary.
2023-2024 UPDATE: Construction on Pennington Road west of the railroad tracks to Connecticut was completed in 2023. Pennington Road East from the High School to the city limits has had a contract awarded and will be completed in 2024. **PORTION OF PROJECT COMPLETED**-$1,370,300 (State, SACOG & CDBG)

City of Marysville Project

Systemic Safety Analysis Report Program (SSARP): Federal regulations require each State to have a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. In coordination with federal, state, local and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis (or challenge) areas. The SHSP addresses the 4Es of traffic safety: Engineering, Enforcement, Education, and Emergency Services.
2023-2024 UPDATE: PROJECT COMPLETED-$40,000 (State Active Transportation)

City of Yuba City Projects

Bridge Street Corridor Improvements: The Bridge Street corridor improvement project is a multi-phased project to extend four travel lanes from SR-99 to Marysville/SR-70. The project includes the construction of the 5th Street Bridge and phased reconstruction of Bridge St. Bridge Street will be widened from Gray Avenue to Cooper Avenue in late 2021 with completion anticipated at the end of 2023 with support from a $2.8 million Local Partnership Program grant from the CTC. The project will enhance a key gateway through the city to facilitate necessary traffic demands while coordinating with adjacent property owners to help facilitate Economic and Workforce Development in the area.
2023-2024 Update: Gray Avenue to Cooper Avenue segment completed in 2023. Total construction cost for this segment was $10.2 million, including the CTC grant. State Route 99 to Gray Avenue segment conceptual design for the final portion of the project will begin in 2024. The estimated cost to complete the conceptual design is $250,000, which is funded by the City. The City is looking for funding to implement the final design in 2025 with construction following in 2026, provided funding can be secured.
Gray Ave. to Cooper Ave segment of PROJECT COMPLETE-$10.2 Million (Local, State - CTC)

Walton Avenue Complete Streets Improvements: The project includes rehabilitating portions of Walton Avenue from Hazel Avenue to Sam's Club, including closing the gaps in sidewalks on the west side of Walton Avenue between Lincoln Road and Franklin Road, improving bike lanes, and upgrading the traffic signals.
2023-2024 UPDATE: Final design and easement acquisition is in progress with construction anticipated to commence and complete in 2025.

Tactic 3 – Promote transit planning to move people throughout the region and housing development

Yuba-Sutter Transit

Assuming an extended pandemic recovery period, Yuba-Sutter Transit is now preparing a state-funded Comprehensive Operational Analysis / Short-Range Transit Plan to evaluate the appropriate scope, level and even model of public transit service for the bi-county area. The last study of this kind was adopted in early 2015 and a current plan is required to remain eligible for federal transit funding. This effort, which is expected to be completed in mid-2023, is a top-to-bottom assessment of the existing system and will result in specific service and program recommendations along with a corresponding operating and capital financial plan for implementation consideration over the next five to ten years. This plan is being developed with significant outreach to a wide range of community stakeholders.

2023-2024 UPDATE: The NextGen Transit Plan was adopted on May 18, 2023, and it is now available online along with an Executive Summary at www.yubasuttertransit.com/nextgen-transit-plan. The key recommendation from the plan is the gradual replacement of much of the fixed route network in the urbanized area with four on-demand service zones for faster and more responsive travel within each zone as well as improved connections to an enhanced network of two cross-town routes for longer trips. Roll-out of this new system is now expected to occur in three phases beginning Summer 2024 through Summer 2026. In addition to this new local hybrid on-demand and fixed route system, the plan also recommends the development of a first-ever connection between the Yuba-Sutter area and south Placer County. This demonstration service, which is now expected to begin Summer 2024, would initially be operated through a shift of resources from Yuba-Sutter Transit's existing Sacramento service. The plan also recommends changes in previous fleet replacement and expansion plans to reflect the recommended operating changes which would require less and a different mix of vehicles in the future.

Facility Replacement: Yuba-Sutter Transit continues to plan for the replacement of its current operations, maintenance, and administration facility at 2100 B Street in Marysville. A new location is needed because this undersized and technologically obsolete 1960's-era former Seven-Up Bottling Plant that was converted to transit use in 1996, lacks sufficient capacity to accommodate the infrastructure needed to meet the state mandate that only zero-emission buses can be purchased after 2028. In addition, Caltrans' programmed and fully funded expansion of Highway 70 (B Street) adjacent to the facility may render it useless even earlier.

2023-2024 UPDATE: Yuba-Sutter Transit has been awarded significant additional funding from state and regional grant programs to secure over $40 million for what is now estimated as a $55.8 million project. As a result, related environmental and preliminary engineering work is expected to commence in early 2024. This will refine the project and update the early conceptual cost estimate based on the fleet and service assumptions from the NextGen Transit Plan. This effort will also improve the likelihood of success in the next round of grant applications to complete the funding package.

Regional Project

North Valley Rail is a proposed new passenger rail service that would transform regional and intercity transportation in the norther Sacramento Valley by offering a convenient, environmentally sustainable travel choice for residents, employees, and visitors in Butte, Yuba, Sutter, and norther Sacramento counties.

The project strategically builds off the larger Valley Rail program currently underway, which will expand rail service between the northern San Joaquin Valley, Sacramento, and the Bay Area. As a result, North Valley Rail would provide passengers with direct, reliable one-seat rides to Sacramento, Stockton, the Bay Area, Modesto, and Merced. In Downtown Merced, timed transfers will ensure seamless connections via high-speed rail to Fresno, Bakersfield, and Southern California. Linking North Valley communities to the Northern California megaregion and the larger statewide rail network will provide major benefits by reducing traffic congestion and greenhouse gas emissions; expanding access to housing, high-quality jobs, and higher education; and promoting economic development and tourism.

The North Valley Rail will serve the Yuba-Sutter area having stations located in Marysville near the Yuba Conty Government Center and Plumas Lake next to the Plumas Lake Boulevard interchange.

Housing and Affordable Housing Projects

There has been a concerted effort within the region to increase housing stock for all income levels as shown below.

City of Wheatland Projects

Wheatland 6th Cycle Housing Element Public Participation Process: The City of Wheatland has received $10,000 from SACOG for the public participation component of the 6th Cycle (2021-2029) Housing Element Update using grant funds available from the Regional Early Action Planning (REAP) Grants Program.
2023-2024 UPDATE: Housing Element has been certified by HCD - **PROJECT COMPLETED**-$10,000 (State – SACOG)

Wheatland 6th Cycle Housing Element Update Preparation: The City of Wheatland has received $65,000 from the California Department of Housing and Community Development (HCD) for the preparation of the 6th Cycle (2021-2029) Housing Element Update using grant funds available from the Local Early Action Planning (LEAP) Grants Program.
2023-2024 UPDATE: Housing Element has been certified by HCD - **PROJECT COMPLETED**-$65,000 (State-HCD Leap program)

Sutter County Projects

Lakeside at Sutter Pointe in Sutter County consists of 873 acres on the north side of Riego Road, approximately 1.5 miles east of State Route 99 in south Sutter County. Lakeside is planned for 3,388 single family homes, 399 multifamily homes, 59 acres of parks, 55 acres of open space, 44 acres of employment centers, 25 acres of commercial and a proposed K-8 school. Construction of Phase 1 began in 2023 with the mass grading of the southern 386 acres of Lakeside. Phase 1 construction is anticipated to continue in spring 2024 with backbone infrastructure improvements, including construction of a 7-mile sewer main, that will serve the Sutter Pointe Specific Plan area. Construction of community amenities and services and homes is expected to begin in 2025.

Yuba County Projects

Cedar Lane Permanent Supportive Housing: Is a 41-unit rental development, providing permanent supportive housing targeted to homeless and mentally disabled individuals, with one additional unit reserved for an on-site resident manager. A community center on the first floor will include a community room with kitchen, property manager's office and on-site case management offices in which individualized supportive services will be provided. A dog park, barbecue area with tables and pergola, a community garden and bicycle lockers will be located near the building. The balance of the site will provide a paved driveway and off-street parking, and landscaping. The project was completed in January 2023. Adjacent is a separate new construction 108-unit multi-family affordable housing project, with 2- and 3-bedroom dwelling units, community center, children's playground, and a soccer field, with rents targeting family households earning less than 60 percent AMI. The project was completed in April 2023.

River Oaks - Plumas Lake: Construction will start in February 2023 of a 48-unit multi-family project, consisting of 2- and 3-bedroom units, targeting low-income families. Construction is expected to be completed in July 2024.

Innovation Housing Center: Located in Olivehurst, is a low-income housing project made possible by Habitat for Humanity and it will consist of 13 housing units and include supportive services from case workers and other onsite providers. The project is in design phase and estimated to be completed 2024 -2025.

Serenity Village: Located in Olivehurst at 1645 Chestnut Road in Olivehurst will offer 124 units of affordable rental housing. This affordable housing development project seeks to provide new levels of housing for families in the area with the purchase of infill lots. The development team seeks to combine four (4) separate lots into one project

site and build 124 units of affordable rents. This project serves the community's need for an increased affordable housing supply. Families who will benefit from this project will typically have a median income of around 50% of the area's average, though the actual range can go from 30% to 80%. Habitat will develop, own, and manage the site and there will not be on-site supportive services provided. Projected completion date is anticipated to be 2025, and the project budget is approximately $28 million dollars.

Sierra Vista Development – Humanity Park: After 5 years in the making, the completion of the 36 home permanent housing community, Sierra Vista. Culminated with a new playground for the surrounding community, which includes a play structure, swing sets and a walkable path. Project is completed and serves 162 individuals.

Fernwood Development: Located in Linda is an 88-home development project for low-income persons is in process for final approvals and Habitat for Humanity is currently seeking funding to develop this project. It is anticipated the project should be completed in 2027.

The **Regional Housing Authority** has a multi-family project under construction in Plumas Lake consisting of 48-units, with 2- and 3-bedroom dwelling units, a community center and a children's playground, with rents targeting family households earning less than 55 percent AMI. The project should be completed by May 2024.

Live Oak Projects

Oak Haven Estates, a 16-unit low-income housing project, overseen by Habitat for Humanity and was completed December 2023.

Kristen Court Apartments- Phase III, a 32-unit housing project was completed in 2023.

Marysville Projects

Marysville East Lake Apartments development, a 71-unit rental new construction project was completed in summer of 2023. Bounded by Yuba and Ramirez Streets, and E. 13th and 14th Street, it is a mix of 24 one-bedroom units, 24 two-bedroom units, and 23 three-bedroom units. East Lake Apartments is providing affordable housing for families earning up to 60% of the area median income for Yuba County.

Other housing projects include 1. **3rd and D Street apartment development,** which will feature 34 market rate units. These apartments will fulfill a need for housing adjacent to the medical arts district. Plans for the 3rd and D Street apartments are still in the conceptual phase. 2. **The Delta Building** at 425 5th St. is being remodeled to allow for more residential units in the downtown area. The exact number of units has not been finalized due to the project also being in its conceptual stages. 3. **The Nakagawa**, a 10 unit, two story building at 308 C Street is in the development stage.

Wheatland Projects

The **Regional Housing Authority** completed a new construction multi-family project in Wheatland consisting of 48-units, with 2- and 3-bedroom dwelling units, a community center and a children's playground, with rents targeting family households earning less than 55 percent AMI. The project was completed in December 2023.

The **Regional Housing Authority** will be closing on the construction financing for a new construction 32-unit senior affordable housing project in Wheatland consisting of 32-units, with 1- and 2-bedroom dwelling units, a community center, and a dog park, with rents targeting senior households earning less than 60 percent AMI. Construction is scheduled to start in February 2024, and the first residents to move-in by April 2025, weather permitting.

Yuba City Projects

Tranquil Harbor Estates, located on Walton Avenue, will be overseen by Habitat for Humanity and is a low-income senior housing project with 20 units and could house 20-40 individuals. The plan has been approved by the Yuba City Planning Commission and has been approved for the sale of the property. Construction is anticipated to be completed 2024-2025.

Merriment Village, a 217-unit complex is in process and completion is anticipated by 2026.

Richland Village Phase II, a proposed residential affordable apartment complex that would consist of 88 one-bedroom, 44 two-bedroom, and 44 three-bedroom units at 470 Bernard Drive in the Richland Housing complex. Plans also include a community center and other recreational amenities for residents.



Goal 4 – Foster overall quality of life and place

To attract and/or retain businesses and residents, both urban and rural communities must actively maintain or revitalize their city or town centers and amenity assets. Quality of life includes a complex balance of jobs and education to healthcare and housing, protecting, and promoting the region's natural resources and outdoor spaces, cultural and art spaces, and community spirit.

Implementation Partners: Yuba-Sutter Economic Development Corporation; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland, and Yuba City; Yuba-Sutter Chamber of Commerce; Yuba-Sutter Regional Arts Council; Sutter Buttes Regional Land Trust; Sutter and Yuba County Libraries; Yuba Water Agency; Local theatres, museums, and art galleries.

Tactic 1 – Promote and Market for continued investment in regional amenities

With the relaxation of COVID-19 pandemic mandated closures, local amenities which included the arts, history, and recreational venues moved forward with their programs and projects.

Yuba Water Agency

Hallwood Habitat Restoration Project: The project design is based on the premise that restoration of natural river and floodplain processes, including the removal of large portions of the Middle Training Wall, will create a healthier, more natural, and therefore, more productive river. Improvements will enhance up to 157 acres of seasonally inundated riparian floodplain, approximately 1.7 miles of perennial side channels, and approximately 6.1 miles of seasonally inundated side channels, alcoves, and swales. The project will improve more than 170 acres of seasonally inundated riparian floodplain habitat for numerous riparian tree species, and the host of aquatic and terrestrial organisms that reside in these habitats. This project increases the connectivity of these habitats for a healthier, more productive river system; a resource benefit to the public for purposes such as aesthetics and recreation.

PROJECT COMPLETED - $12 MILLION (YWA, State, Federal) & $90 million in-kind contribution of rough grading and aggregate removal (Private, Teichart)

Yuba Sutter Arts & Culture (also known as the Yuba-Sutter Arts Council, YSAC), a mainstay in the community for 42 years, had many ongoing projects and programs. Here is a glimpse into how we directly impacted the arts and culture community and overall economic development.

Sutter Theater Center for the Arts Main Stage (STCA)

YSAC has retained an architectural firm to create a set of plans for its Main Stage redevelopment project at its Sutter Theater Center for the Arts. The back half of the 1950s vintage theater will be brought back to life as a 299-seat live performing arts space with a traditional proscenium arch raised stage for live music and theater

productions as well as film screenings. A capital campaign is underway to raise the $750,000 needed for the project.

Murals of Live Oak
YSAC continues its ongoing program with the City of Live Oak and in the Spring of 2024 will commission additional exterior murals. Over a dozen murals have been created in the last few years to celebrate the history and heritage of Live Oak. Each mural also has a hidden object in it to help keep the viewer engaged. Several artists' designs and new mural locations are under consideration.

Center Stage Productions
Corey and Morgan Kersting formed a new youth performing arts program for the community. Based at STCA, Center Stage has conducted a series of Saturday workshops for 7–18-year-olds and produced two full length musicals, most recently "Seussical."

Convergence Theatre Company
A group of theater professionals led by Matthew DeMeritt have formed the Convergence Theatre Company, another ensemble based at the STCA. To date, it has produced four high quality, entertaining and thought-provoking shows including "Godspell" and the "The Laramie Project" about the murder of gay University of Wyoming student, Mathew Shepard.

Yuba Sutter Big Band
Created as a showcase for local professional musicians and music educators, this 20-piece orchestra puts on several swinging concerts each year with hits from the Great American Songbook, popular tunes of the day and the occasional original composition.

Youth Mariachi Orchestra
This is a collaboration with the Alliance for Hispanic Advancement and the Marysville Joint Unified School District. The program provides free instruments and instruction for interested middle and high school students to learn about this unique musical form.

Yuba County History Trail Sign Project
YSAC has been part of the development of the Yuba County History Trail Sign Project in collaboration with the Yuba County Historic Resources Commission. The first five signs along with a Yuba County History website have been funded by a grant from Yuba County. The free-standing signs will vary in size depending on the locations but will be nominally 2'x3'. Each sign will have text and images explaining the significance of the structure or the location and a QR code. Visitors can access a video of an actor explaining the location by scanning the QR code with their smart phone. A printed tour guide and eventually a smart phone app will guide visitors from location to location.

Historic Marysville High School Auditorium
YSAC serves on the committee to help restore the 1,000 seat Marysville High School Auditorium. There is a renewed vision for the redevelopment of the facility which had been closed due to seismic issues. New ideas have come forward to bring the magnificent building back to its former glory as the premier non-commercial performing arts venue in the region.

Sutter County Museum shares local stories to strengthen community bonds, to inspire celebration of our diverse cultural heritage, and to demonstrate how understanding the past prepares us for the future. The Museum is open to the public 40 hours per week with free admission and is a partnership between Sutter County and the Community Memorial Museum Association, a 501(c)(3) nonprofit. In 2023, the Museum hosted over 9,000 visitors; displayed five temporary exhibits on a range of topics; was awarded over $400,000 in grant funding for

future permanent exhibits and educational programs; and provided over 95 educational public programs, field trips, and group visits to the community.

Marysville Drakes, an independent level professional baseball team, came to Marysville and completed its first successful season in September 2023. The Drakes are part of the larger Pecos League, which is split between the Mountain and Pacific Division consisting of multiple states in the desert mountain regions. The City replaced most of the field walls.

Marysville NABA, an adult baseball league, plays exclusively on Sundays for players ages 17+. Their goal is to offer the most complete amateur league experience in the Marysville area that includes a competitive All-Star Game, Playoffs, and Championship Games.

Yuba-Sutter Chamber of Commerce has developed an organization, Film Yuba-Sutter!, which is intended to attract and support the film industry in the Yuba-Sutter community. To date, they have created social media pages, created promotional videos, and represented the community at 4 industry events. Their webpage went live in 2023 and they have been included in the Creative Handbook and Destination Film Guide which has a monthly distribution reach of 28,000 industry professions. In addition, they hired a consultant to manage the organization.

Adventist Health+Rideout Blue Zones Project is a community-led well-being improvement initiative designed to make healthy choices easier through permanent changes to a city's environment, policy, and social networks. Participating communities have seen double-digit drops in obesity and smoking rates, economic investment in downtown corridors, grant funding awards to support policies and programs aimed at improving health equity and measurable savings in healthcare costs.

2023-2024 UPDATE: Blue Zones Project Yuba Sutter completed year 1 in the transformation phase (August 1, 2022 – July 31, 2023). This phase of the project is focused on addressing the blueprint goals and objectives. The overall purpose is to lead a community well-being transformation initiative where healthy choice becomes the easy choice through permanent changes in environment, policy, and social networks.

Built Environment Policy Impacts - Blue Zones Project Yuba Sutter worked to support and influence efforts to create a more walkable and bikeable community by developing a bike implementation plan. Blue Zones brought on a consultant (Cole Peiffer) to identify gaps in Yuba-Sutter's regional bike network, research and review existing bicycle plans and projects, and create a bike plan with detailed steps to implement the plan. Blue Zones also worked on multiple efforts to help support policy and help build capacity for the area-built environments.

Food Policy Impacts - Blue Zones Project Yuba-Sutter was the leading entity in establishing a food policy council in Yuba-Sutter to enhance local food systems and food policy. Blue Zones Project Yuba-Sutter was instrumental in convening and helping facilitate a Farm to School Info Session with the California Department of Food and Agriculture (CDFA) with the intention to seek funding to enhance and build robust farm to school programming.

Tobacco Policy Impacts - Blue Zones Project Yuba-Sutter played a key role in helping the Yuba County Coalition (CHAT) establish goals, create subcommittees (which will carry out the goals), and develop an action-oriented coalition. Both coalitions are working on the same issues and working together to pass comprehensive smoke-free policies.

Places

Thirteen organizations (worksites, schools grocery stores and restaurants) were Blue Zones Approved.

People

Engaged with 2,206 individuals through a variety of efforts including presentations, cooking demonstrations, walking groups and purpose workshops.

Sutter Buttes Regional Land Trust (SBRLT), whose mission is to protect and maintain the natural and agricultural resources of the Sutter Buttes and the surrounding region for present and future generations, has several projects which are important to quality of life in the region.

Swan Festival - The California Swan Festival was started in 2013 by the Yuba Sutter Chamber of Commerce and California Department of Fish & Wildlife to highlight wintering waterfowl in the heart of the Pacific Flyaway. In 2022 Sutter Buttes Regional Land Trust became the festival lead with the intention of continuing to spotlight wildlife while adding a conservation focus to bring more awareness and understanding of our connection to the land. The festival serves to advance awareness and conservation of wintering waterfowl and other diverse wildlife that migrate through (and live in) the Pacific Flyway in the Yuba, Sutter, and Colusa region.
2023-2024 UPDATE: The Yuba County Government Center was utilized as a central location for all tours, presentations, and vendors. There were 149 attendees at the presentations by six presenters. The festival hosted 25 successful guided tours for 213 attendees at nine locations in the region. Additionally, The Sutter County Museum hosted the Swan Festival Kid's Zone promoting early childhood development skills with hands-on learning activities and crafts for children ages 0 through 5 and their families. The total attendance was 66 adults and 115 children.

Conservation Easements: The land trust currently has five easements that protect agriculture and habitat. The land trust has two fee owned properties which it manages: a 100-year-old schoolhouse in West Butte, listed on the National Register of Historic Places and North Butte in the Sutter Buttes. On February 17, 2023, Sutter Buttes Regional Land Trust (SBRLT) acquired its newest agricultural conservation easement (The Danna Farms conservation Easement) in Yuba County adjacent to SBRLT's existing Bear River Restoration area and Ecological Preserve near Plumas Lake development, permanently protecting approximately 876 acres of California farmland. The easement will preserve the agricultural landscape of our community, add to existing protected areas, and create a buffer of open space around development. SBRLT acquired the Easement with funding from both the Sustainable Agricultural Lands Conservation Program (SALC), which the California Strategic Growth Council administers in collaboration with the Department of Conservation (DOC); and the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Agricultural Conservation Easement Program (ACEP).

Yuba County Project

Bikeways and Pedestrian Trails: Bikeways and pedestrian trails provide an alternative mode of transportation as well as an outdoor activity that has the added benefit of connecting people with other points of interest. In January 2013, Yuba County adopted an update to the Yuba County Bikeway Master Plan, which lists and prioritizes projects and their estimated costs.
2023-2024 UPDATE: County selected a consultant to complete the Bicycle and Pedestrian Mobility Plan (update to Yuba County Bikeway Master Plan). The project outreach and early plan development has started.

City of Live Oak Project

Complete Live Oak Community Trail Project: This one-mile rail conversion project establishes a dedicated bicycle and pedestrian trail through the center of Live Oak on former railroad right-of-way. The project has four phases, with the first phase completed in 2010 and the third phase completed in 2015.
2023-2024 UPDATE: Phase 4 will be completed during 2023/2024. Phase 4 runs from Kola Street to Epperson Way utilizing the old Railroad Right of Way. It includes a bike/pedestrian trail and landscaping. The city continues to seek funding for phase 2.

City of Marysville Projects

Ellis Lake Restoration: A public works project to restore the 37-acre Ellis Lake area (between 9th and 16th streets and from B to D streets). This park and open space are regional landmarks attracting visitors from throughout the Yuba-Sutter area and the north state region. The lake was developed in the 1930s by the Work Progress

Administration (later renamed Work Projects Administration). The intended scope of work would include a master plan for facility improvements around the lake, including parking, lighting, landscaping, and irrigation, together with water quality improvements for the lake itself.
2023-2024 UPDATE: The city, with the assistance of YSEDC, has received $3 million in state funding to make improvements and add amenities to the greenspace around the lake. The city will continue to look for funding opportunities to allow for future improvements.

Rehabilitate the River District for recreation and eco-tourism: A public works project to rehabilitate the waterfront setback areas along the Feather and Yuba rivers from the levees to the streambeds of both rivers. The area includes Riverfront Park and boat launch ramp, restrooms, soccer fields, vehicle parking, bicycle and pedestrian/jogging pathways, decommissioned sewer ponds.
2023-2024 UPDATE: Sewer Pond decommission was completed in October of 2023. Project cost approximately $7.5 million. The city is in the process of negotiating an agreement for utilization of the southernmost ponds for off-road motorsports. Previously unused Softball fields have been rehabilitated from a state of disrepair and are now in use. **SEWER POND DECOMMISSION PROJECT COMPLETED**-$7.5 Million (State funds)

Proposition 68 Per Capita Program: The city received $177,952 in Proposition 68 grant funding under this program. City has proposed this funding be used for the replacement of the play equipment and play surfacing at Gavin Park and the addition of an accessible path based on the City's Park and Open Space Master Plan.
2023-2024 UPDATE: The first phase of the Project was completed in November 2023. Additional amenities are planned for installation in summer of 2024. **PHASE I OF PROJECT COMPLETED**-$178,952 (Prop 68 State funds)

Bryant Field Rehabilitation: 2023-2024 UPDATE: Multiple improvements completed for Bryant field with assistance from Highlands Community Charter Academy, local non-profit, Saylove, Local 228 Pipefitters Union, and Local 118 Ironworkers Union. Improvements included replacement of entire outfield wall, replacement of C Street fence, rehabilitation of playing field surface, HVAC and lighting upgrades, safety improvements, and rehabilitation of a structure to accommodate home team players. Investment by city and private partners is valued at over $500,000. Additional improvements are being contemplated to include additional safety netting to protect spectators, shade structures, field lighting upgrades, player facilities and restroom facilities upgrades, security/surveillance upgrades and additional HVAC replacements/additions.
PHASE I OF PROJECT COMPLETED-$500,000 (Local, Private Investors)

City of Yuba City Projects

Yuba City Pedestrian Trail – Railroad Right of Way Conversion
The project includes the conversion of existing railroad right of way, across the City, to facilitate a bike and pedestrian trail that links the Sutter Bike Path from the west to the east to the City's bike network and across the City's 5th Street Bridge, connecting to the trail network in Marysville/Yuba County. This is a multi-phased project that will promote quality of life and economic development for the City.
2023-2024 UPDATE: The first phase involved completing a Feasibility Study with assistance from a $200,000 Caltrans grant. The Feasibility Study was completed in 2023. Final design and construction will be substantially more expensive since there are 2 crossings of State Highways, as well as numerous City arterial street crossings.
PHASE I OF PROJECT COMPLETED-$200,000 (State funds)

Sutter Bike Path Extension: The project includes extending the existing bike path within the City right-of-way from Hooper Road to Harter Parkway and along Harter Parkway from State Route 20 to Butte House Road.
2023-2024 UPDATE: Final design and easement acquisition is complete with construction anticipated to commence and complete in 2024.

Plumas Street Historic District and Water Tower Park Improvements: The project will help transform, beautify, and connect the Plumas Street Historic District with other improvements already completed in downtown Yuba

City to create a cohesive downtown area enhancing civic pride and drawing businesses and visitors to this shopping and recreation district. Project elements include improvements to the Water Tower Park lighting improvements, construction of placemaking gateway arch, and development of a "Clean and Safe Yuba City" litter abatement campaign.
2023-2024 UPDATE: Construction of the Water Tower improvements was completed in 2023. The Center Street Lighting, Gateway Arch at Bridge Street, Water Tower Park improvements, and Cleanup Campaign will be completed in 2024.

Tactic 2 – Promote and support collaboration and shared resources for regional public safety

Regional Projects

Sutter Yuba Homeless Consortium: The purpose of the Sutter Yuba Homeless Consortium (SYHC) is to connect our homeless population with programs and services that can help them overcome obstacles that are preventing permanent housing solutions for individuals and families.
2023-2024 UPDATE: In January 2023, the consortium conducted a Point in Time (PIT) count of all sheltered and unsheltered people experiencing homelessness. It was determined that 963 persons were experiencing homelessness, 418 in Sutter County and 545 in Yuba County. During the PIT count, it was also reported that 252 persons were “precariously housed” (Staying with friends/family or paying for a motel themselves, 105 in Sutter County and 147 in Yuba County).
In 2023, SYHC clients achieved the following:

- Employment: 24 clients obtained employment
- Education: 25 children and youth achieved basic grade levels; 46 adults demonstrated improved basic education
- Income and Asset Building: 36 individuals achieved and maintained capacity to meet basic need for 180 days.
- Housing: 592 households obtained safe temporary shelter and 135 obtained safe and affordable housing.

Sutter County Project

Better Way: Better Way Shelter is a low barrier homeless shelter that provides 40 individuals with a temporary place to stay for up to three months. This voluntary program works with single individuals 18 years old and above who are Sutter County residents. Participants in the shelter work alongside a case manager and housing navigator to find transitional or permanent housing. Better Way follows the *Housing First* model and case managers work with participants to secure housing while receiving supported services.
2023-2024 UPDATE: None provided.

Yuba County Project

14FORWARD Homeless Temporary Shelter
Yuba County partnered with several nonprofit agencies and the private sector to develop 14FORWARD, the first temporary shelter and resource center for the homeless in the region. The site includes 25 two-person structures, an onsite manager, dog facility, and provides services and resources to move the homeless toward permanent employment and housing.
2023-2024 UPDATE: The Salvation Army served 293 people in 2023 at 14Forward. Shelter was offered to every young person between the ages of 18-24 who was experiencing homelessness, resulting in 20 young people receiving shelter assistance during the year. 69 people aged 55 and older were provided services at the shelter as well, with the eldest being 84 years of age. Throughout the year, repairs were made to the warming/cooling room and offices at the shelter and additional facility safety improvements were completed.

Yuba City Project

Local Roadway Safety Plan

The plan will create a framework to systematically identify, analyze, and prioritize safety improvements on roads in Yuba City. **2023-2024 UPDATE:** The plan was adopted in December 2023.

PROJECT COMPLETED-$80,000 (State & Local funds)

Tactic 3 – Promote the role of the Yuba-Sutter Economic Development District

YSEDC/YSEDD completed the 2023 annual updates in March 2023 which were submitted and approved by EDA. All updated documents were made available on YSEDC's website and promoted through social media platforms and email blasts. YSEDC and the CEDS committee are currently working on 2024 update and anticipates it will be completed March 2024.

Economic Disaster, Recovery and Resiliency

Mitigation planning is essential to the region's ability to withstand and recover from disasters.

Yuba County Office of Emergency Services had completed its five-year update of its Multi-Jurisdictional Multi-Hazard Mitigation plan (MJMH plan) in 2021. This Local Hazard Mitigation Plan (LHMP) Update serves to update the 2015 Federal Emergency Management Agency (FEMA) approved Yuba County LHMP. The purpose of hazard mitigation is to reduce or eliminate long-term risk to people and property from hazards. Yuba County, two incorporated communities, and nine special districts prepared this LHMP Update. The purpose of Yuba County LHMP is to make the County and its residents less vulnerable to future hazard events.
https://www.yuba.org/departments/emergency_services/multi-hazard_mitigation.php.

Yuba County maintains a comprehensive emergency services webpage that provides current information for disaster, flood and emergency preparedness, and resources and tools.
https://www.yuba.org/departments/emergency_services/about_yuba_county_oes.php

Sutter County had completed its update for its Local Hazard Mitigation Plan (LHMP) in 2021. Sutter County partnered with the cities of Yuba City and Live Oak and several special districts to update their 2013 Local Hazard Mitigation Plan (LHMP). Flood, drought, earthquake, and wildfire are just a few of the hazards to Sutter County. While natural hazards such as these cannot be prevented, an LHMP forms the foundation for a community's long-term strategy to reduce disaster losses by breaking the repeated cycle of disaster damage and reconstruction.
https://www.suttercounty.org/government/county-departments/emergency-services/office-of-emergency-management-oem/hazard-mitigation.

Sutter County maintains a comprehensive Emergency Services webpage that provides current information for disaster, flood and emergency preparedness, and resources and tools.
https://www.suttercounty.org/government/county-departments/emergency-services/office-of-emergency-management-oem/flood-preparedness

YSEDC completed a Yuba-Sutter Pandemic and Disaster Economic Recovery and Resilience plan in 2021. This plan is prominently displayed on YSEDC'S website, https://www.ysedc.org/strategy.

Yuba Water Agency

Yuba Foothills Healthy Forest Project: In 2019, Cal Fire awarded $4.5 million to Yuba Water Agency and partners to fund needed forest health treatments in the Yuba County foothills. The project is a collaborative effort that includes Yuba Water Agency, the Plumas National Forest, Yuba Watershed Protection and Fire Safe Council, private timber companies and landowners. This grant is supporting significant biomass removal treatments on

5,375 acres in the Yuba County foothills, all of which are adjacent to communities with limited resources for fire risk reduction efforts, including Oregon House, Dobbins, Brownsville, Challenge, and Rackerby. These treatments will improve forest health and reduce the risk of a catastrophic wildfire within a "Project Impact Zone" that spans more than 71,000 acres and includes an estimated 2,721 structures. This project began implementation in 2020 and is expected to be completed in 2024.

North Yuba Forest Partnership is a diverse group of nine organizations passionate about forest health and the resilience of the North Yuba River watershed. Together, the partners are working on an unprecedented scale to collaboratively plan, analyze, finance, and implement forest restoration across 275,000 acres of the watershed. Through ecologically based thinning and prescribed fire, the partnership seeks to protect North Yuba communities from the threat of catastrophic wildfire and restore the watershed to a healthier, more resilient state. Restoration efforts are expected to take many years, if not decades to complete, with the most critical project areas targeted first, i.e., at-risk communities, emergency response, evacuation access routes and treatments to areas that have the potential to stop a wildfire from spreading. In FY 2022 $6.8 million in Bipartisan Infrastructure Law funding (BIL) was expended and for 2022 through 2024 a total of $25.5 million in BIL funding is expected.

Report on Economic Development Activities

Yuba-Sutter Economic Development Corporation is committed to maintaining an understanding of the community it serves and is actively involved by having a seat on boards, commissions, projects, and events within the community. Workforce Investment Board, Sutter-Yuba Homeless Consortium, California Finance Consortium, local nonprofit capacity building and the military privatization P4 initiative are just some of the boards/organizations/programs of which are comprehensive and achievable goals of the CEDS.

YSEDC engaged in the following economic development activities throughout the 2023 year to support the implementation of CEDS. The following provides a summary of these activities that:

- Promote economic development and opportunity
- Support efforts to attract, maintain, promote, and expand regional industries and businesses
- Maximize effective development, alignment, and use of workforce
- Provide technical support and access to business and financial resources
- Obtain and utilize adequate funds and other resources
- Support the work of local governments in their efforts to provide sound physical infrastructure

Promote Economic Development and Opportunity

Activity	Time Frame
1. Implementation of the Regional Comprehensive Plan	Ongoing
2. Maintain Economic Development District status for the region. This includes preparing the following documents: • Comprehensive Economic Development Strategy (CEDS) 2020-2025 • Update CEDS appendices I, IV and V • CEDS Annual Performance Report • Conduct a regional SWOT Analysis every five years	 Completed Annually Annually FY2025 – 2029
3. Collaboration and coordination with state, regional, county, and local economic efforts.	Ongoing

• Serve on committees and boards to provide guidance • Provide venues for collaborative meetings	
4. Provide technical assistance to jurisdictions through technical assistance programs • Maintain data mining tools on YSEDC site • Provide socioeconomic, transportation, demographic, etc. data as needed • Assist with grant research, writing, administration as needed	Ongoing

Support efforts to attract, maintain, promote, and expand regional industries and businesses

Activity	Time Frame
1. Maintain and continue Business Attraction Program • Continue to partner with Greater Sacramento Economic Council, Center for Economic Development, Go-Biz, etc. • Respond to RFP's	Ongoing
2. Maintain and ensure Yuba-Sutter Business Consortium remains viable to private and public sectors • Provide venue, schedule, and conduct meetings, develop and maintain programs and maintain administrative functions • Ensure collaboration and interest of partners • Review, develop and lead programs of the consortium	Ongoing
3. Promote, support, and enhance agriculture-based tourism • Continue to develop Highway 65 corridor and Sports and Entertainment Zone.	Ongoing
4. Promote the continued viability of military installations near the region. • Promote and protect Beale Air Force Base as the region's largest employer • Support expansion of Beale's existing missions, recruitment of new missions, and regional pledge to protect Beale from reduction or closure • Provide support for Beale Air Force Base's infrastructure needs	Ongoing
5. Brand and Market the region for development, investment, and regional growth. • Create marketing campaign for business attraction • Promote visitor services and tourism • Collaborate with private and public sector organizations to increase marketing of Yuba-Sutter	Ongoing

Maximize effective development, alignment, and use of workforce

Activity	Time Frame
1. Support the efforts of and collaborate with workforce development centers, community one stops, colleges and universities. • Ensure continued partnerships with local agencies and educational institutions	Ongoing

Provide technical support and access to financial resources

Activity	Time Frame
1. Continue to assist jurisdictions with infrastructure development projects by providing technical assistance, funding opportunities and resources	Ongoing
2. Continue Bear Essentials program to provide businesses with access to resources, tools, and lending programs • Conduct two business walks within the district annually • Conduct business resource workshops • Conduct and/or assist with business development workshops • Assist businesses with expansion projects • Foster growth and development of local firms to create and retain jobs, increase the business, and tax base • Provide financial readiness and loan accelerator program • Provide business education workshops	Ongoing

Obtain and utilize adequate funds and other resources

Activity	Time Frame
1. Pursue additional funding from EDA while leveraging funding from additional private and public sources. • Pursue EDA funds for Lending Program • Pursue EDA funds for infrastructure for Highway 65 corridor and Sports and Entertainment Zone	Ongoing
2. Continue providing information on local, state, and federal economic and infrastructure development programs	Ongoing
3. Continue to provide administration and reporting of EDA-funded Yuba County Taxiway Project	Completed
4. Pursue funding from other sources for Multi-Jurisdiction Multi-Hazard Mitigation	Completed

Support the work of local governments in their efforts to provide sound physical infrastructure

Activity	Time Frame
1. Maintain communication with jurisdiction leaders regarding public works projects, provide technical assistance and funding sources as needed. • Ensure public works projects are included in CEDS document and progress is annually updated and reported.	Ongoing

Schedule of Goals - YSEDC

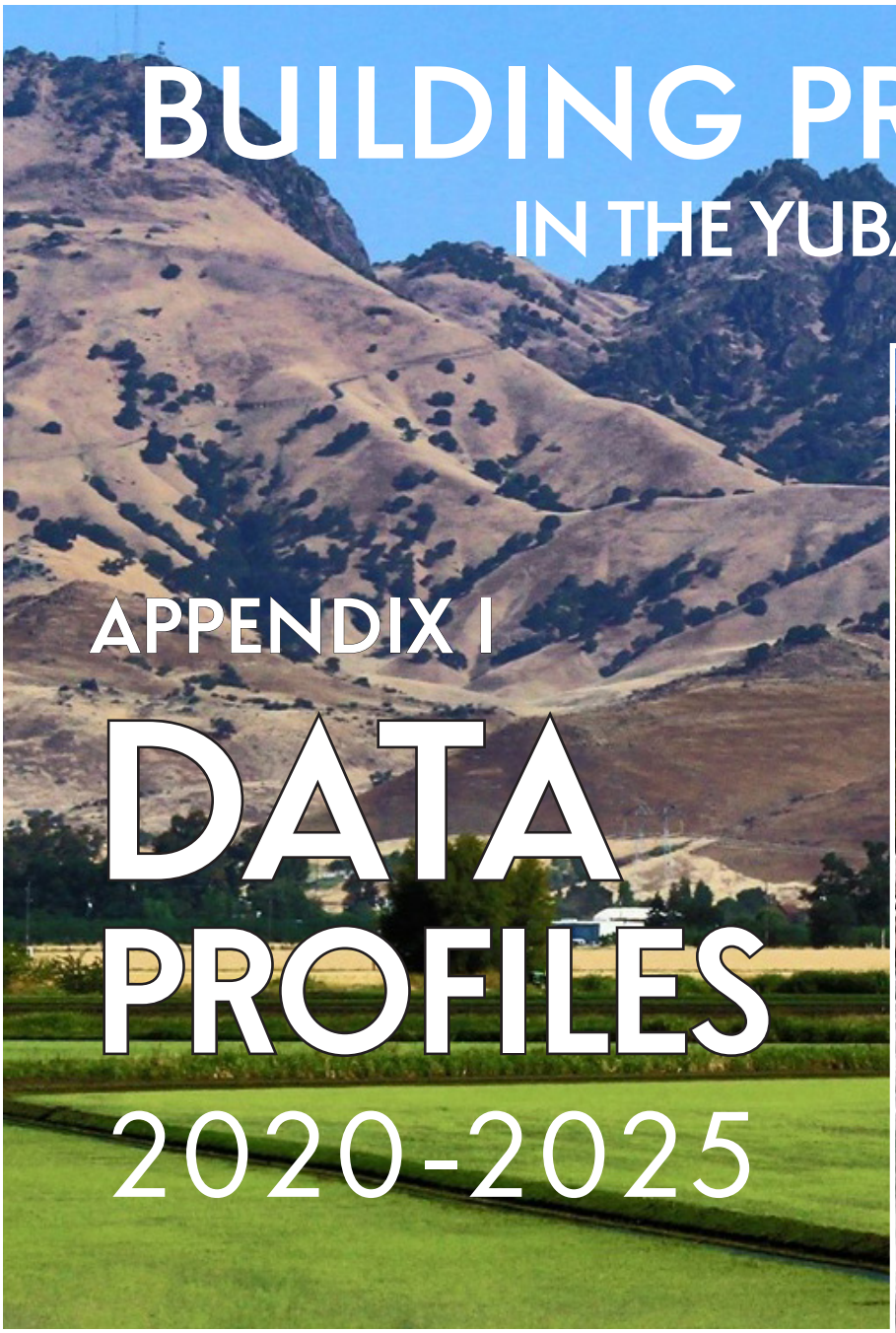
1. YSEDC will continue to assist in the development and implementation of the CEDS by providing research, statistical updates, printing, planning and scheduling CEDS Committee meetings.
2. YSEDC will provide both technical assistance, demographic and economic mining resource tools, and capital access for both the public and private sectors through grant research and writing and small business loans throughout the year.
3. YSEDC to continue its community involvement by maintaining memberships, seats and associations with public, private, and non-profit organizations to maintain an excellent overview of the economic conditions of the district.

4. YSEDC to continue its two business walks (fall and spring), surveys, and business development assistance programs to maintain a comprehensive understanding of the needs and desires of the stakeholders of the community and to assist in employment development.

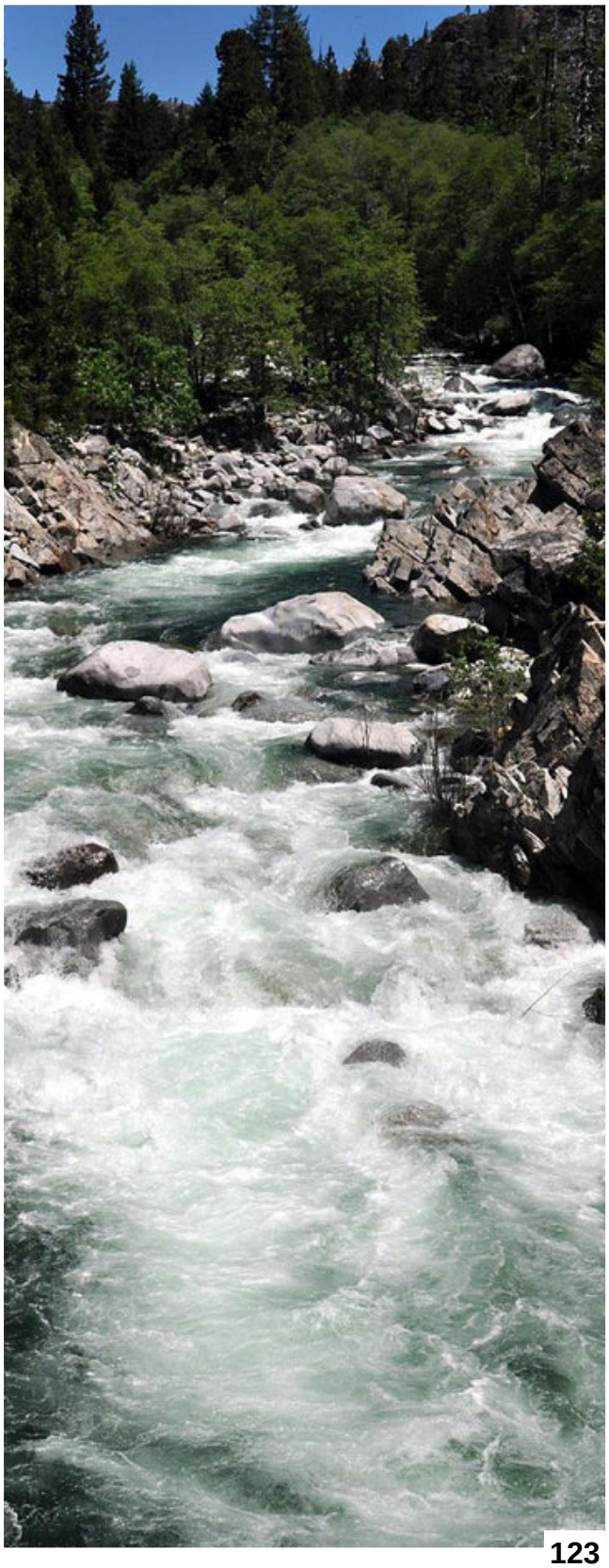
Schedule of Goals - Region

The region will continue to work toward achieving its goals and tactics as stated in the CEDS and support the public works projects of the member jurisdictions within the District.

BUILDING PROSPERITY
IN THE YUBA-SUTTER REGION



APPENDIX I
DATA PROFILES
2020-2025



COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

Updated January 1, 2024

YSEDC

YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

ECONOMIC STRENGTH RANKING

In 2023, Yuba City, CA MSA fell to an economic strength ranking of 148 out of 384 MSAs, down from 2022's ranking of 85

Economic strength rankings measure how the economy has behaved, not why. A local economy is defined by where people live and work, earn and spend. The criteria to determine the economic strength are industrial sectors and consistency of growth (rate or stability).

Metropolitan Statistical Areas (MSA) have at least one urbanized area with a population of at least 50,000, plus adjacent territory (counties) which have a high degree of social and economic integration with the core as measured by commuting. The Yuba-Sutter region is identified as Yuba City, CA MSA. There are 384 MSAs in the United States.



Industrial Sectors

Group 1 – Industrial sectors reflect overall growth in size and quality. The quality of the economy is based upon what people earn, as individual earnings influence a person's "standard of living."

- All Workers- Earnings, Jobs and Wages
- Per Capita Total Worker Earnings, Personal Income and Earnings by Residences
- Wage & Salaried Workers- Earnings
- Wage & Salaried Workers – Jobs and Wage and Salaried Worker Wages

Group 2 – These sectors reflect how the economy is behaving. Small businesses and the construction and retail industries are extremely reactive to the "flow of money" coming into an area. They typically grow or decline in direct proportion to the condition of the economy. There are, of course, exceptions. Areas, which have become destinations for retirement age individuals will have high growth numbers in both construction and retail, while they might not have a strong economy.

- Non Farm Proprietors- Earnings, Jobs and Wages
- Construction- Worker Earnings, Jobs and Wages
- Retail- Worker Earnings, Jobs and Wages

Group 3 – These sectors are negative sectors. Growth in these reflects a poor economy.

- Per Capita Income Maintenance (Welfare)
- Actual Per Capita Income Maintenance (Welfare)
- Per Capita Medical Assistance for the Poor (Medicaid)
- Actual Per Capita Medical Assistance for the Poor (Medicaid)

Consistency of Growth

Simply identifying the areas that have the fastest or slowest growth rates is insufficient when trying to determine the character of a local economy. The rate, consistency, or stability of the growth area equally important.

ECONOMIC STRENGTH RANKINGS

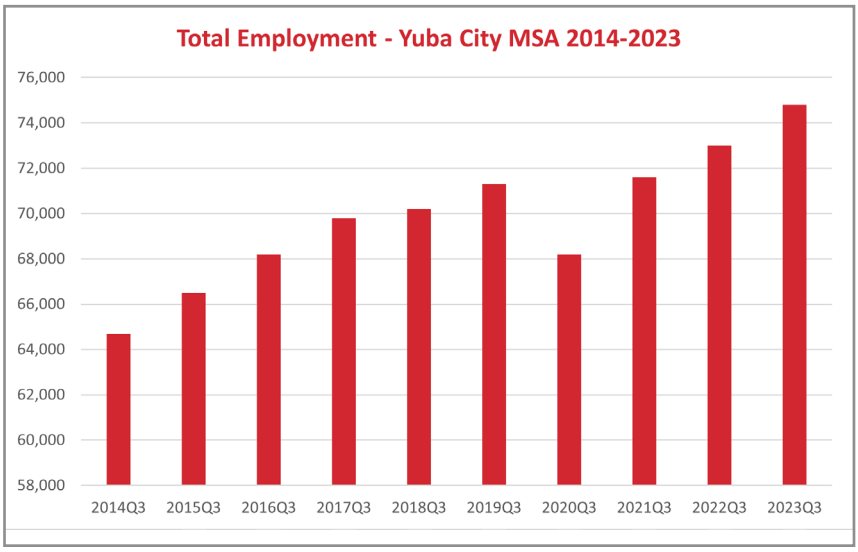
2023	2022	2021	2020	2019	2018	2017	2016	2015	2014
148	85	98	99	121	181	237	274	246	253

Source: Policom, https://policom.com/

EMPLOYMENT/OCCUPATION OVERVIEW

EMPLOYMENT TRENDS

The region has a civilian labor force of 79,800 and as of 2023Q3, total employment for the Yuba City MSA was 74,800. The total industry employment was 57,800 and was up by 1.4 percent from the previous year. Yuba City MSA labor force participation rate is 58.3 percent.



UNEMPLOYMENT RATE

The unemployment rate for the Yuba City, CA MSA was 6.3 percent as of September 2023, above from the year-ago estimate of 4.9 percent. This compares with an unadjusted employment rate of 4.9 percent for California and 3.6 percent for the nation during the same period. The unemployment rate was 6.3 percent in Sutter County, and 6.2 percent in Yuba County.

WAGE TRENDS

The average worker in the Yuba City, CA MSA earned annual wages of $55,907 as of 2023Q2. Average annual wages per worker increased 3.6 percent in the region over the preceding four quarters. For comparison purposes, annual average wages were $70,318 in the nation as of 2022Q2.

OCCUPATION SNAPSHOT

The largest major occupation group in the Yuba City, CA MSA is Office and Administrative Support Occupations, employing 5,662 workers. The next-largest occupation groups in the region are Transportation and Material Moving Occupations (5,570 workers) and Food Preparation and Serving Related Occupations (5,032 workers). High location quotients (LQs) indicate occupation groups in which a region has high concentrations of employment compared to the national average. The major groups with the largest LQs in the region are Farming, Fishing, and Forestry Occupations (LQ = 9.37), Educational Instruction and Library Occupations (1.40), and Healthcare Support Occupations (1.32).

Occupation groups in the Yuba City, CA MSA with the highest average wages per worker are Healthcare Practitioners and Technical Occupations ($115,400), Management Occupations ($113,300), and Computer and Mathematical Occupations ($107,400).

Over the next year, the fastest growing occupation group in the Yuba City, CA MSA is expected to be Healthcare Support Occupations with a +2.2% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Healthcare Support Occupations (+75 jobs) and Transportation and Material Moving Occupations (+44). Over the same period, the highest separation demand (occupation demand due to retirements and workers moving from one occupation to another) is expected in Food Preparation and Serving Related Occupations (951 jobs) and Transportation and Material Moving Occupations (768).

2018-2028 FASTEST GROWING OCCUPATIONS



Hotel, Motel & Resort Clerks
487.5%



Maids & Housekeeping Cleaners
148.4%



Housekeeping & Janitorial Supervivisors
75%



Building Cleaning & Pest Control Workers
62.8%



Heavy Truck Drivers
62.8%



Building & Ground Maintenance Occupations
48%



Veterinary Assistants/ Laboratory Animal Care
40%



Motor Vehicle Operators
39%

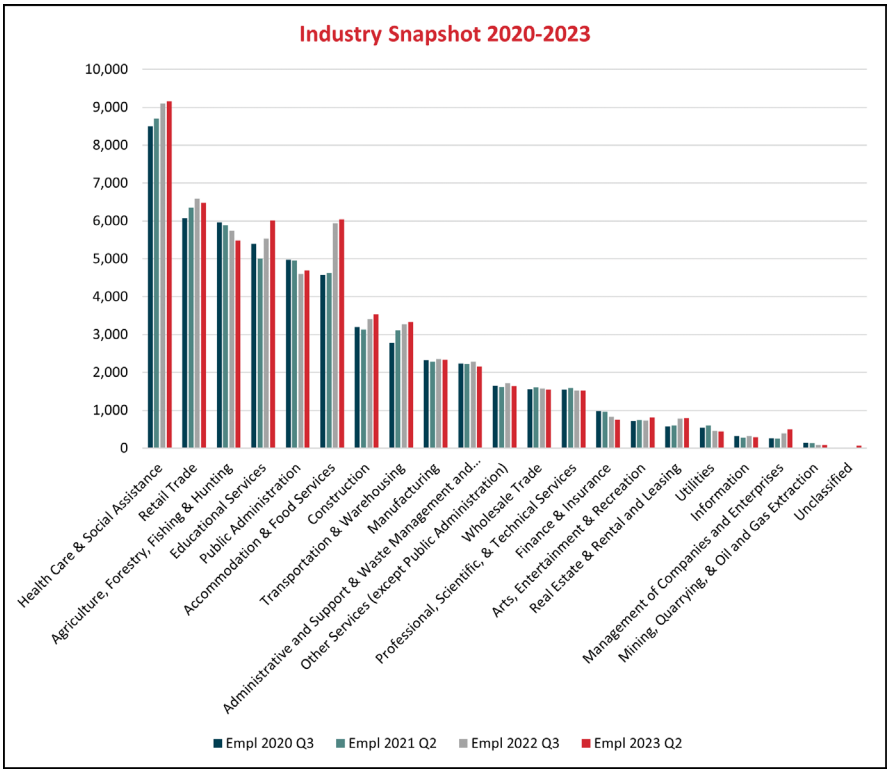
INDUSTRY SNAPSHOT



The largest major occupation group in the Yuba City, CA MSA is Office and Administrative Support Occupations, (5,646 workers). The next-largest occupation groups in the region are Transportation and Material Moving Occupations (5,527 workers) and Sales and Related Occupations (4,995). High location quotients (LQs) indicate occupation groups in which a region has high concentrations of employment compared to the national average. The major groups with the largest LQs in the region are Farming, Fishing, and Forestry Occupations (LQ = 9.53), Educational Instruction and Library Occupations (1.34), and Healthcare Support Occupations (1.30).

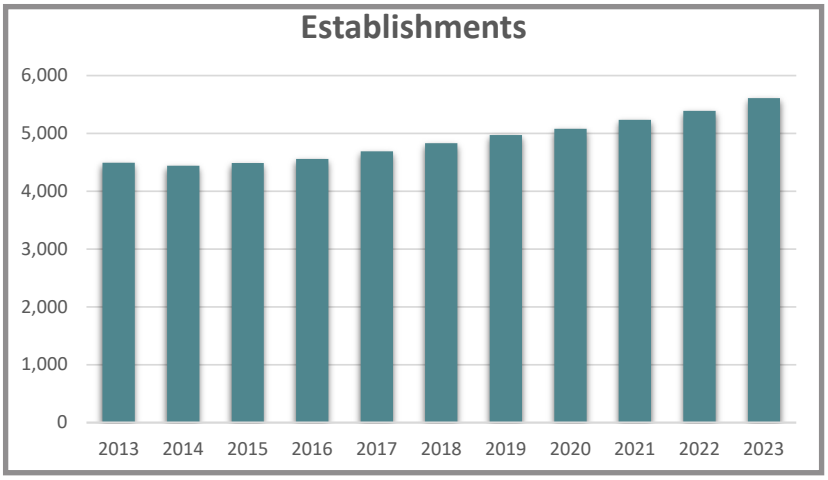
Occupation groups in the Yuba City, CA MSA with the highest average wages per worker are Healthcare Practitioners and Technical Occupations ($114,400), Management Occupations ($107,000), and Computer and Mathematical Occupations ($102,900). The unemployment rate in the region varied among the major groups from 1.8% among Healthcare Practitioners and Technical Occupations to 10.6% among Food Preparation and Serving Related Occupations.

Over the next one year, the fastest growing occupation group in the Yuba City, CA MSA is expected to be Healthcare Support Occupations with a +2.6% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Healthcare Support Occupations (+84 jobs) and Food Preparation and Serving Related Occupations (+82). Over the same period, the highest separation demand (occupation demand due to retirements and workers moving from one occupation to another) is expected in Food Preparation and Serving Related Occupations (959 jobs) and Transportation and Material Moving Occupations (765).



BUSINESS ESTABLISHMENTS

The Yuba-Sutter region's number of covered employment establishments, (Businesses whose employees are covered by unemployment insurance benefits), grew 24.95 percent over the past 10 years from 4,492 to 5,613. There was a substantial dip in the growth in 2012 as a direct result of the 2009 recession which came a bit slower to the area. However the region recuperated steadily in the following years and continues to grow.



TOP 10 EMPLOYERS - SUTTER COUNTY (2023)

Company Name	No. of Employees*	Industry Type
Yuba City Unified School District	1,416	Education
Sutter County	1,019	Government, Local
Legend Transportation, Inc	1,000	Transportation
Sunsweet Growers Inc.	600	Food Processing
Sutter North Medical Group Yuba City	475	Healthcare
Sysco Sacramento, Inc.	460	Food Distribution
Rush Personnel	400	Employment Services
Walmart - Yuba City	384	Retail - General
Express Employment Professionals	315	Employment Services
City of Yuba City	300	Government, Local

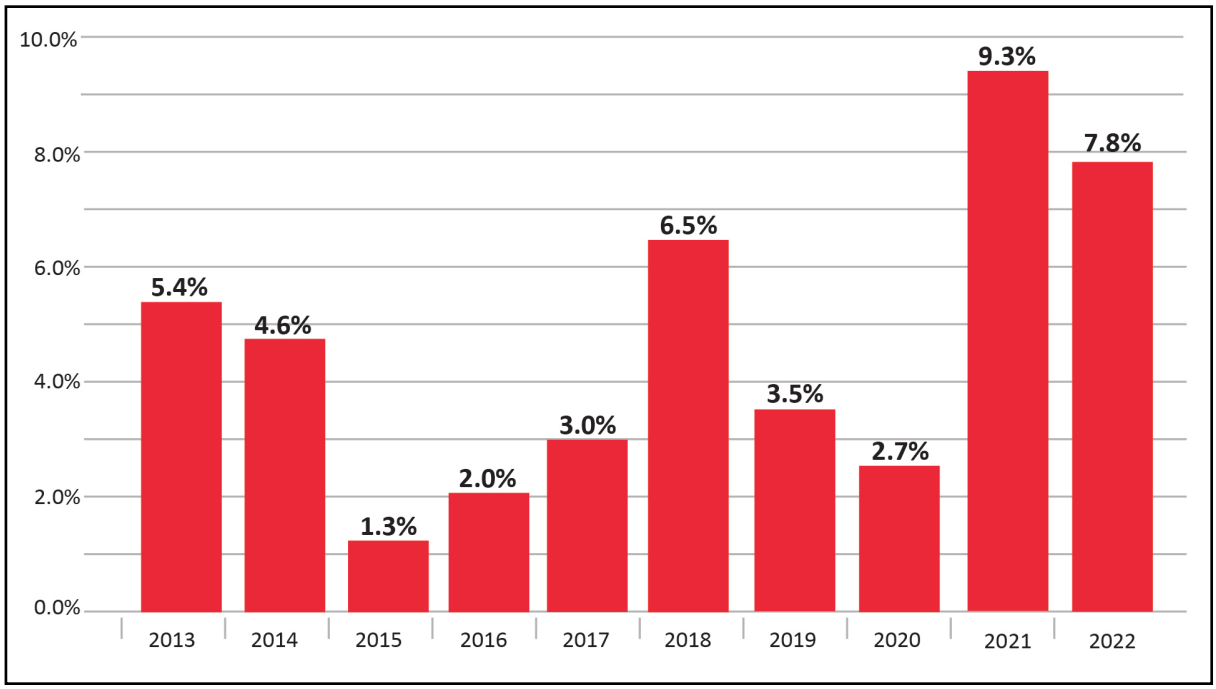
TOP 10 EMPLOYERS - YUBA COUNTY (2023)

Company Name	No. of Employees*	Industry Type
Beale Air Force Base - Military & Civilian	4,237	Military
Adventist Health + Rideout	2,400	Healthcare
Marysville Joint Unified School District	1,653	Education
Hard Rock Hotel & Casino	1,012	Hospitality
Yuba County	891	Government, Local
Caltrans DOT Transportation Dept.	720	Government, State
Yuba College (Marysville Campus)	691	Education
Bishops Pumpkin Farm*	450	Agriculture
Walmart - Marysville	390	Retail - General
Frank M. Booth	350	Construction

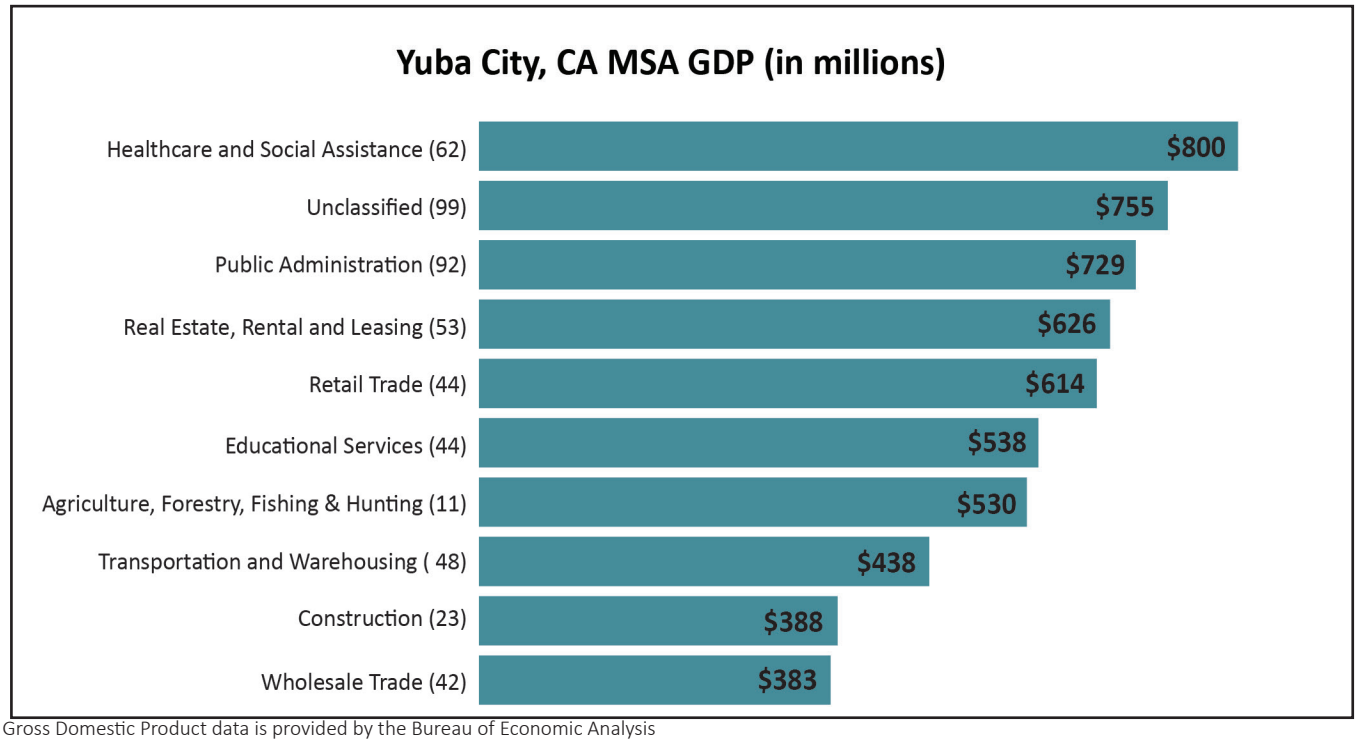
* Number of employees includes part-time and seasonal workers

GROSS DOMESTIC PRODUCT

Gross Domestic Product (GDP) is the total value of goods and services produced by a region. In 2022, nominal GDP in the Yuba City, CA MSA expanded 7.8 percent. This follows growth of 9.3 percent in 2021. As of 2022, total GDP in the Yuba City, CA MSA was $7,432,139,000.



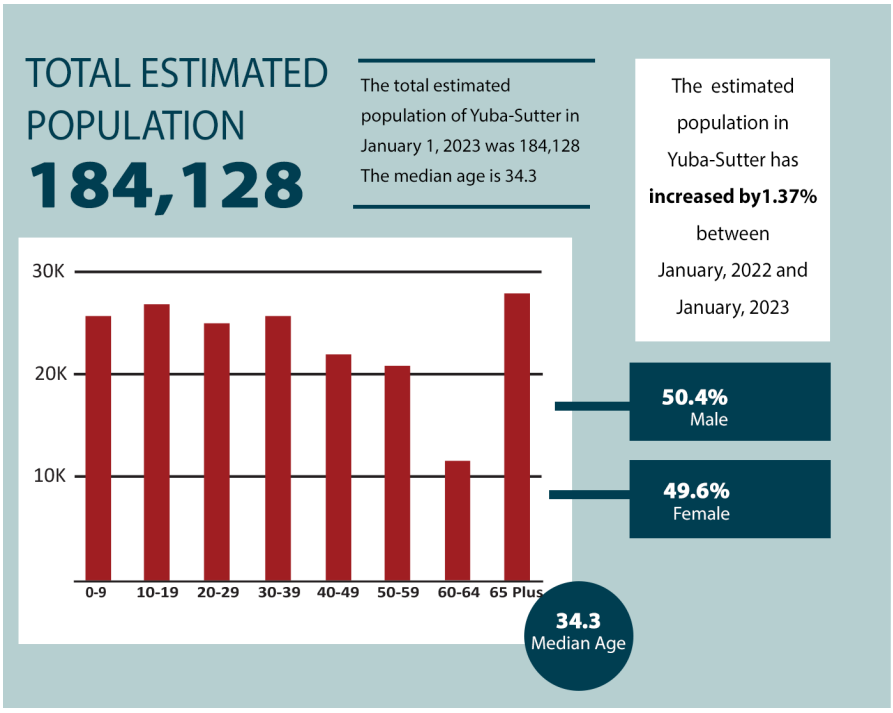
Of the sectors in the Yuba City, CA MSA, Health Care and Social Assistance contributed the largest portion of GDP in 2022, $800,232,000 The next-largest contributions came from Unclassified ($755,386,000); Public Administration ($728,757,000); and Real Estate and Rental and Leasing ($625,653,000).



Gross Domestic Product data is provided by the Bureau of Economic Analysis

POPULATION, AGE & HOUSEHOLDS

According to the California Department of Finance, Sutter County's preliminary estimated population for January 2023 was 98,952 an increase of 0.4 percent over January 2022 data. About 70.3 percent or 69,478 Sutter County residents reside in Yuba City, the county seat and largest city. The population of City of Yuba City decreased by 0.2 percent from the previous year. Yuba City serves as the center for shopping and business for Sutter and Yuba counties as well as parts of Butte and Colusa counties. Sutter County's total population is projected to reach 104,005 residents by the year 2030, an increase of 4.7 percent over Census 2020 figures. The county's population is projected to decrease to 103,147 (-0.83 percent) by 2060.



Yuba County's preliminary estimated population for January 2023 was 82,275, an increase over 2022 data of 0.4 percent. The largest city within the county, Marysville, is the county seat and one of California's most historic cities. Its history as a community dates to California's Gold Rush era. Much of Yuba-Sutter's agricultural, recreational, educational and industrial activities are located within Yuba County. Of the Yuba County population, nearly 80 percent reside in the unincorporated areas. The population in Yuba County is projected to reach 87,172 by the year 2030, an increase of 6.6 percent above the 2020 census. Yuba County's population is projected to increase to 96,176 (16.3 percent) by 2060.

As the area's population is expected to increase 9.74 percent over the next 30 years, the cities and counties are working to manage this growth by improving infrastructure elements such as roads, water, wastewater, and levee systems. Special attention to major transportation arteries will be especially critical.

Households

According to the U.S. Census Bureau, the average number of persons per household is 2.98 and 70.6 percent are family households and 49.4 percent are married couples. The California Department of Finance estimates that there are 65,775 housing units in the region with 1.3 percent homeowner vacancy and 3.1 percent rental vacancy. There are 39.81 percent homes that are rental occupied and 60.19 percent are owner occupied.

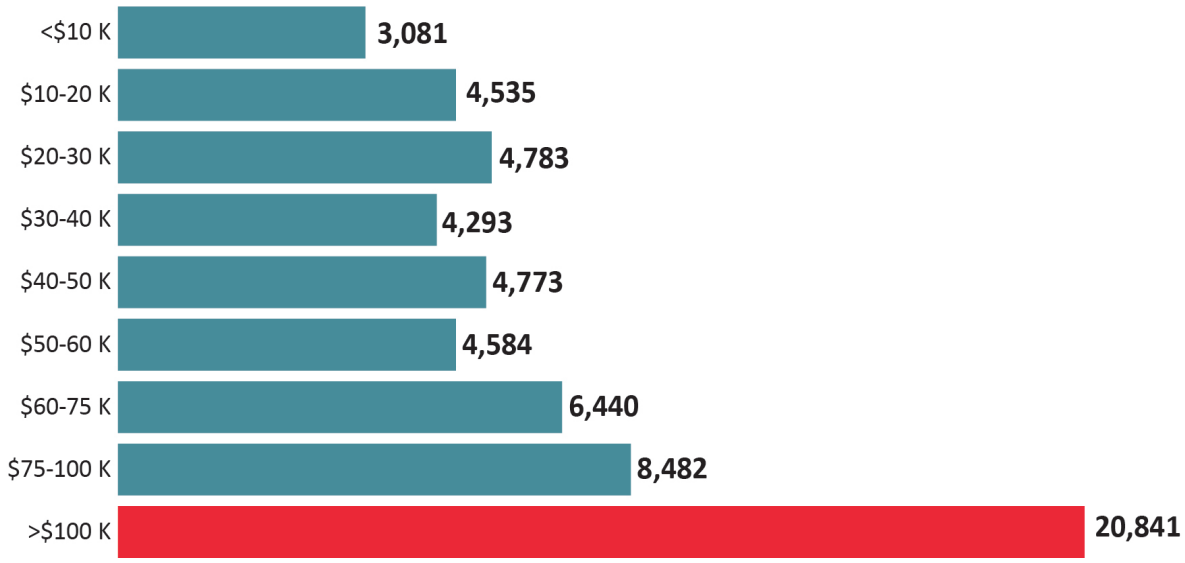
INCOME AND SPENDING

Households in Yuba and Sutter Counties earn a median annual income of $71,066 and 33.72 percent of the households earn more than the national households average each year. Household expenditures average $70,066 per year.

$71,066
Median Household Income

26%	less than the state
6%	less than the nation

Household Income Distribution



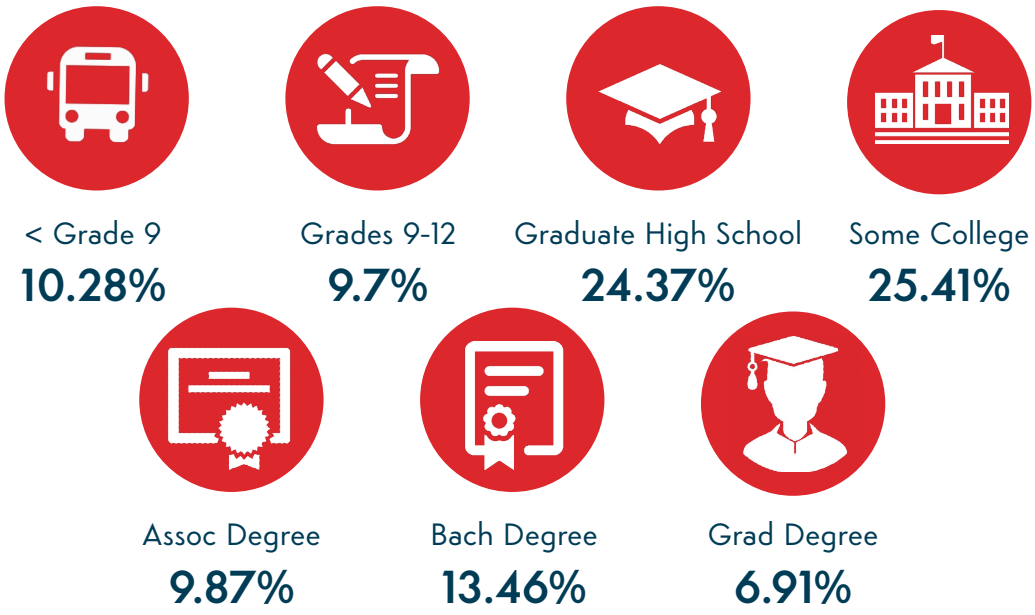
The majority of earnings get spent on shelter, transportation, food and beverages, healthcare, and utilities. Consumer expenditures increased 14.7 percent over the previous year and reflect the increase in the cost of living. For comparison purposes, the cost of living in Yuba City MSA is 11.1 percent higher than the U.S. average and 30 percent lower that the State of California.

Shelter	Transportation	Food and Beverages	Health Care	Utilities
$14,914	$12,899	$10,411	$5,905	$5,159

EDUCATIONAL ATTAINMENT

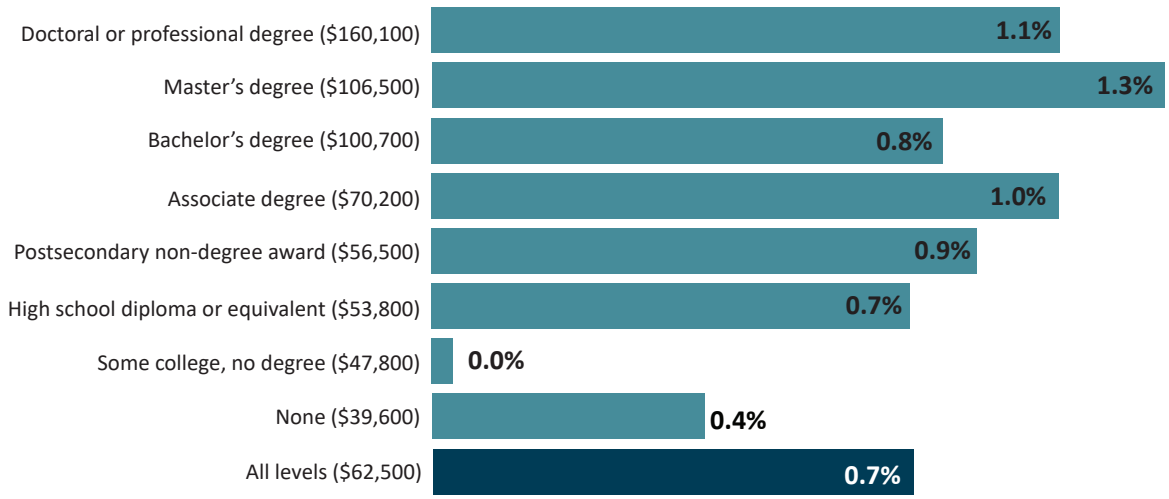
School enrollment for the population, ages three years and older in Yuba City MSA, includes nursery and preschool, kindergarten, elementary, high school, college and graduate school. In 2022, U.S. Census Bureau American Community Survey five-year estimates indicate there was 49,222 or 27.1 percent of the region's population in school.

30.24 percent of the population in Yuba and Sutter Counties have an Associate's Degree or higher. This attainment was about the same as the previous year. 55.65% have completed some college or higher.



Expected growth rates for occupations vary by the education and training required. While all employment in the Yuba City, CA MSA is projected to grow 0.7% over the next ten years, occupations typically requiring a postgraduate degree are expected to grow 1.1% per year, those requiring a bachelor's degree are forecast to grow 0.8% per year, and occupations typically needing a 2-year degree or certificate are expected to grow 1.0% per year.

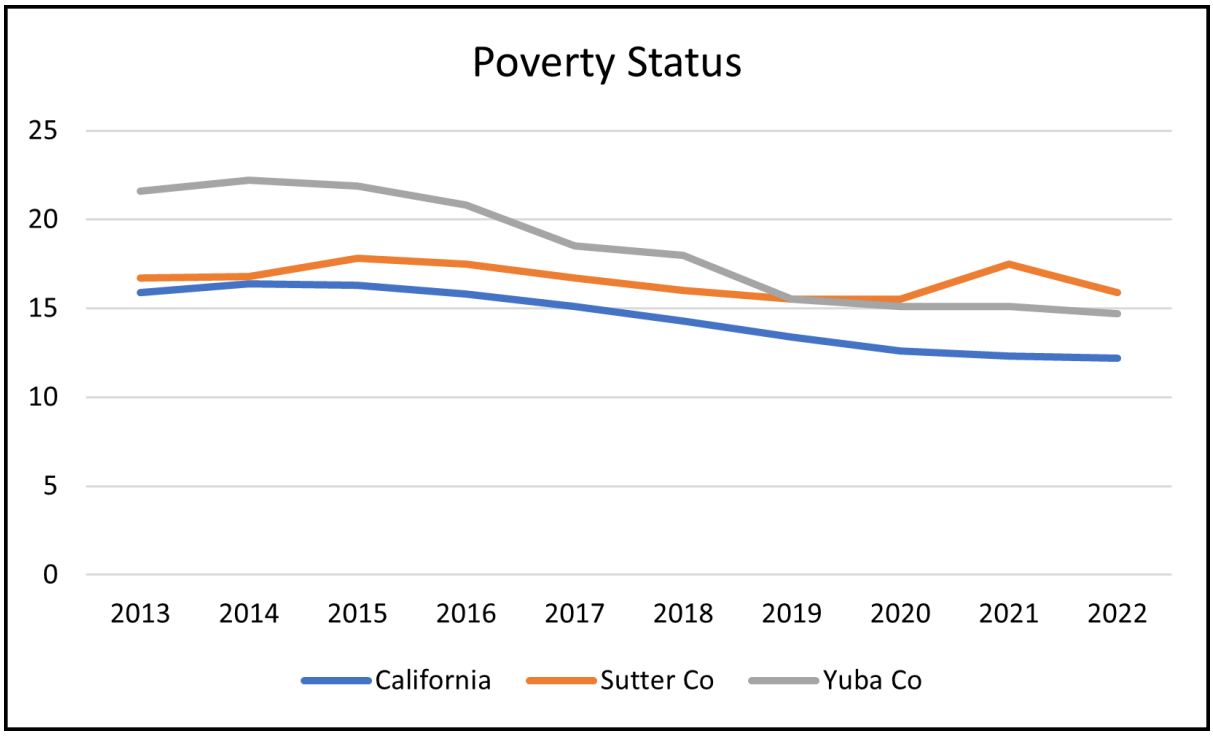
Annual Average Projected Job Growth by Training Required for Yuba City, CA MSA



Employment by occupation data are estimates as of 2023Q2. Education levels of occupations are based on BLS assignments. Forecast employment growth uses national projections from the Bureau of Labor Statistics adapted for regional growth patterns.

POVERTY

Poverty thresholds (U.S. Census Bureau) represent a federal government estimate of the point below which a household of a given size has pre-tax cash income insufficient to meet minimal food and other basic needs. The poverty rate for the Yuba-Sutter region typically has been higher than both national and state levels. American Community Survey 2022 poverty estimates the percentage of Yuba-Sutter's families for which poverty status is determined to be at 15.4 percent compared to the state's percentage of 12.2 percent and USA's level of 12.6 percent. The overall poverty rate (15.4 percent) for the region is trending down after peaking in 2015 (19.85 percent) and decreased 1 percent from 2021 levels.

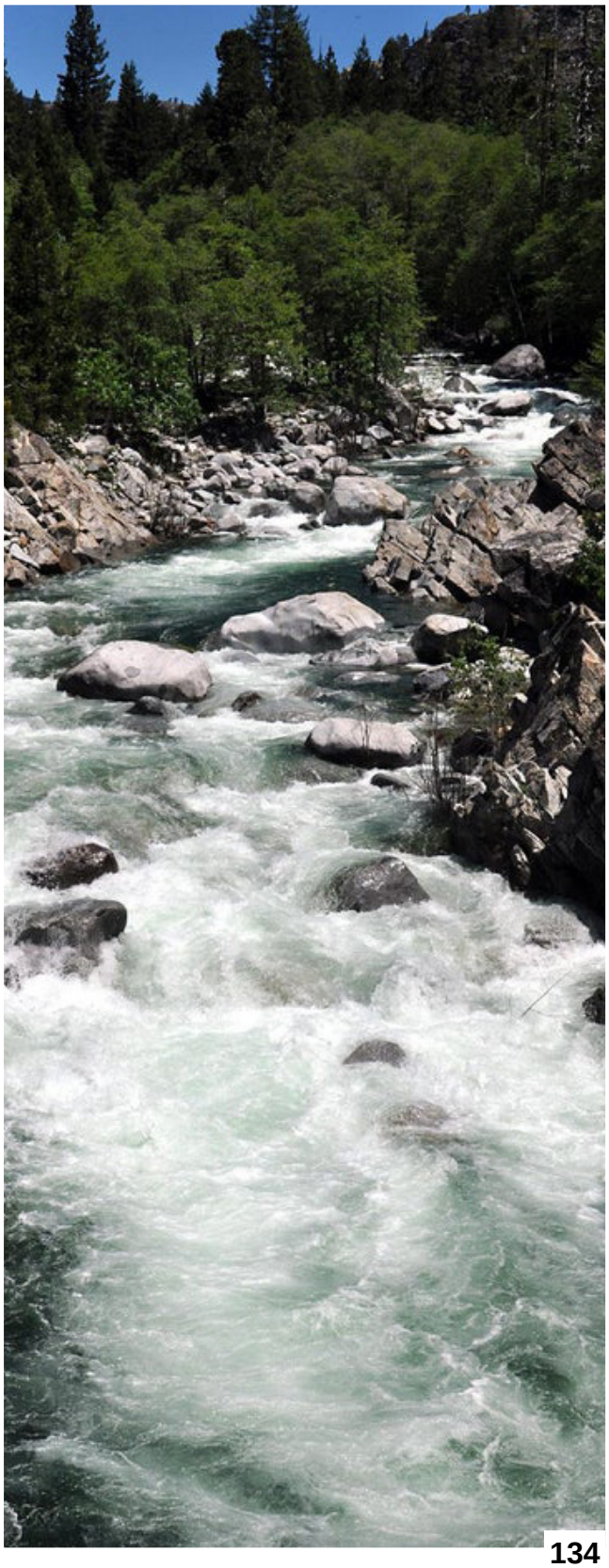


BUILDING PROSPERITY
IN THE YUBA-SUTTER REGION

APPENDIX IV

AGRICULTURE ECONOMIC PROFILE

2020-2025



COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

Updated January 1, 2024

YSEDC

YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

AGRICULTURE AS ECONOMIC DEVELOPMENT









California is the leading state in the US in terms of income derived from agricultural activities. This sector also provides 10 percent of the state's labor force. Of approximately 99 million acres of land comprising the State, 25 million acres have been dedicated to farmland. The success of this sector is associated with the state's long growing season as well as the fertile soil. Additionally, most of the land is irrigated which results in the stability of farming activities. The agricultural products in California are utilized for both consumption and export nationwide and internationally. The exports account for one-fifth of the state's income.

This appendix will help economic developers, planners, local food advocates, and community members to understand the geography of the Yuba-Sutter region's place in the multi-billion-dollar California agriculture industry. The economic indicators provided can help local governments design ways to support agricultural businesses as key components of vibrant and resilient local economies.

Yuba-Sutter generally enjoys an abundant water supply, good soil and a long growing season. However, California has had the driest period on record and water deliveries were substantially slashed during the drought. According to the National Integrated Drought Information System (NIDIS) the outlook for Sutter County is drought remains but improves. In Yuba County the northern half of the county drought removal is likely and in the southern half drought conditions remains but improves.

More than 600,000 of the 798,000 acres (75 percent) in Yuba-Sutter are in agricultural use. The largest use of agricultural land is for field crops and vegetables. Fruit and nut crops account for the second highest use of acreage. Yuba and Sutter counties are among the leading counties of California that produce sorghum, kiwi fruit, honeydew melons, peaches, pears, rice, walnuts, wool, and mohair.



YUBA COUNTY

Approximately 272,480 acres or 66 percent of the total county area, are comprised of agricultural croplands and pasture. The gross value of Yuba County's agricultural production for 2022 is $246,441,480 down approximately 9 percent from the 2021 value estimate of $278,604,580. The decrease in value can be attributed to the decrease in commodity prices for walnuts alone. However, kiwi, prunes, livestock and almonds also decreased in value due to lower yields. Peaches, timber, and rice increased in value due to increases in yield and price. The overall value in Yuba County's agricultural production remains strong with this year's values only decreasing by 9 percent despite unprecedented drought and low prices for walnuts. Fluctuating commodity prices and adverse weather conditions continue to pose significant challenges for producers in the long run.

The contribution of agriculture to the economy of Yuba County is not totally reflected by the value of the crops. Processing, transporting, marketing and other farm related services directly or indirectly tied to agriculture benefit appreciably. It is estimated the agricultural industry returned an additional 62.5 percent of the gross agriculture value for an estimated total value of $400,467,405 in 2022. Agriculture accounts for 1 out of every 11 jobs in Yuba County. (Source: Yuba County 2022 Crop Report)

In 2021, Yuba County ranked 31st in gross value of agricultural production of the entire state of California, second in plums and livestock and fourth in rice production value. (Source: CDFA)

To access the complete 2022 crop report visit: https://cms7files.revize.com/yubaca/Yuba%20County/Agricultural%20Commission/Crop%20Reports/Yuba%20Co%20Annual%20Crop%20Report%202022%20Final.pdf

LEADING AGRICULTURAL COMMODITIES









RANK	CROP	2021	2022
1	Rice	$100,866,000	$113,948,000
2	Prunes/Dried Plums	$28,801,000	$28,202,000
3	Livestock - All	$25,059,000	$22,577,000
4	Walnuts	$55,705,000	$21,531,000
5	Kiwi	$19,586,000	$12,441,000
6	Peaches/Cling	$11,645,000	$11,664,000
7	Pasture - All	$5,692,000	$5,689,000
8	Nursery Stock	$4,663,000	$5,586,000
9	Almonds - All	$6,789,000	$3,464,000
10	Timber	$37,580	$586,480



SUTTER COUNTY

The gross value of Sutter County agricultural production for 2021 was $568,883,000. This is a decrease of $52,483,000 or 8.4% below the 2021 total value.

Rice remains the top-ranking crop in 2022 driven by a 54% increase in price. A 32% in decrease in acreage offset much of the price gains as the to total value rose to $182,593,000, an overall increase of 4.7% from 2021. Rising to second, processing tomatoes increased in acreage, price, and yield to a total value of $89,621,000. Cling peaches remained in third as an increase in price offset decreases in acreage and yield to a total a value of $48,425,000. Dried prunes rose to fourth with a total value of $47,518,000 despite a decrease in price.

Dropping from second to fifth place, walnuts total value decreased 64.1% to $43,539,000 due to moderate decreases in harvested acreage and yield and a 61.1% decrease in price. (Source: Sutter County 2022 Crop Report)

In 2021, Sutter County ranked 22nd in gross value of agricultural production of the entire state of California, first in prunes production and fourth in walnut production. (Source: CDFA)

To access the complete 2022 crop report visit: https://www.suttercounty.org/home/showpublisheddocument/7106/638386556019370000

LEADING AGRICULTURAL COMMODITIES





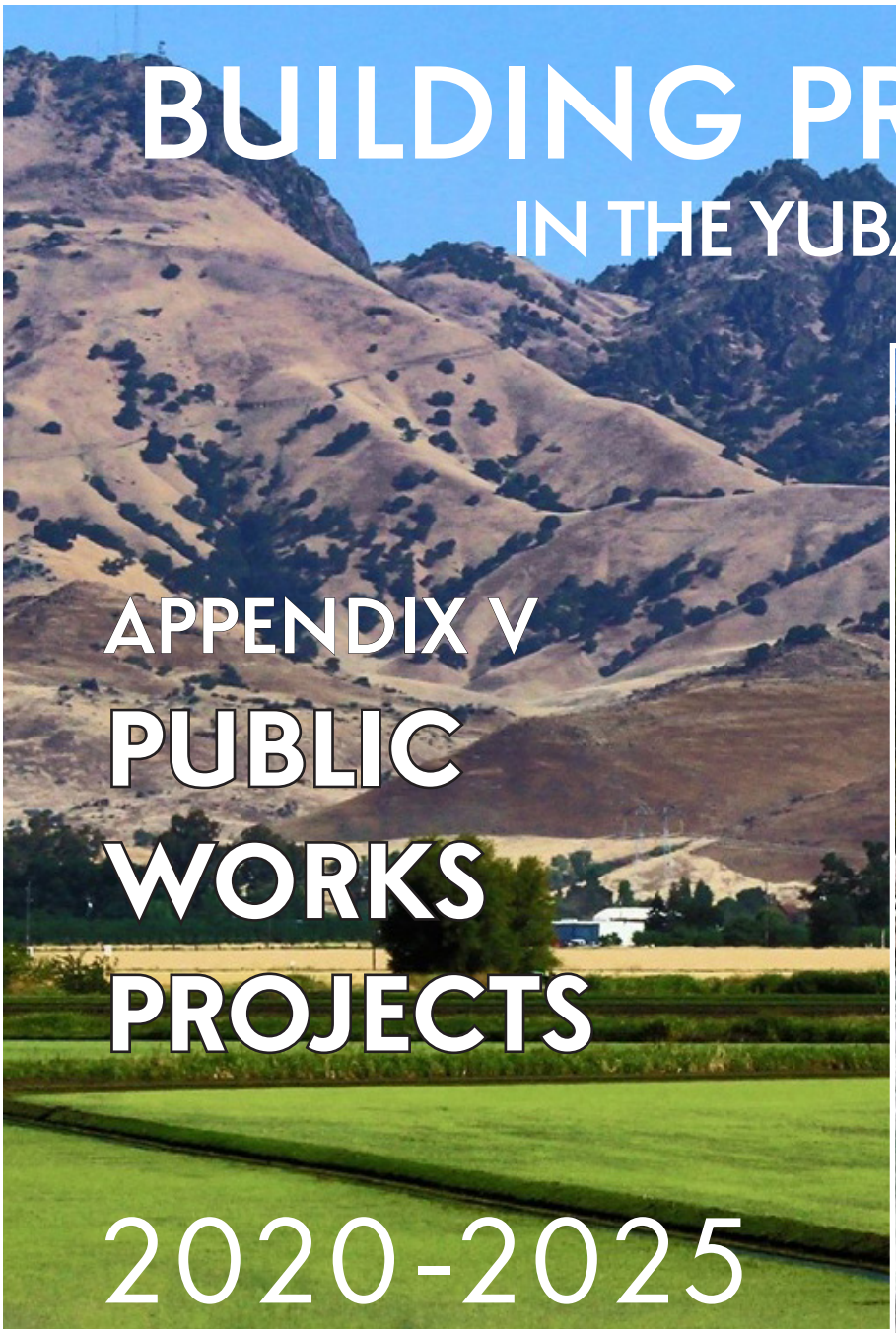




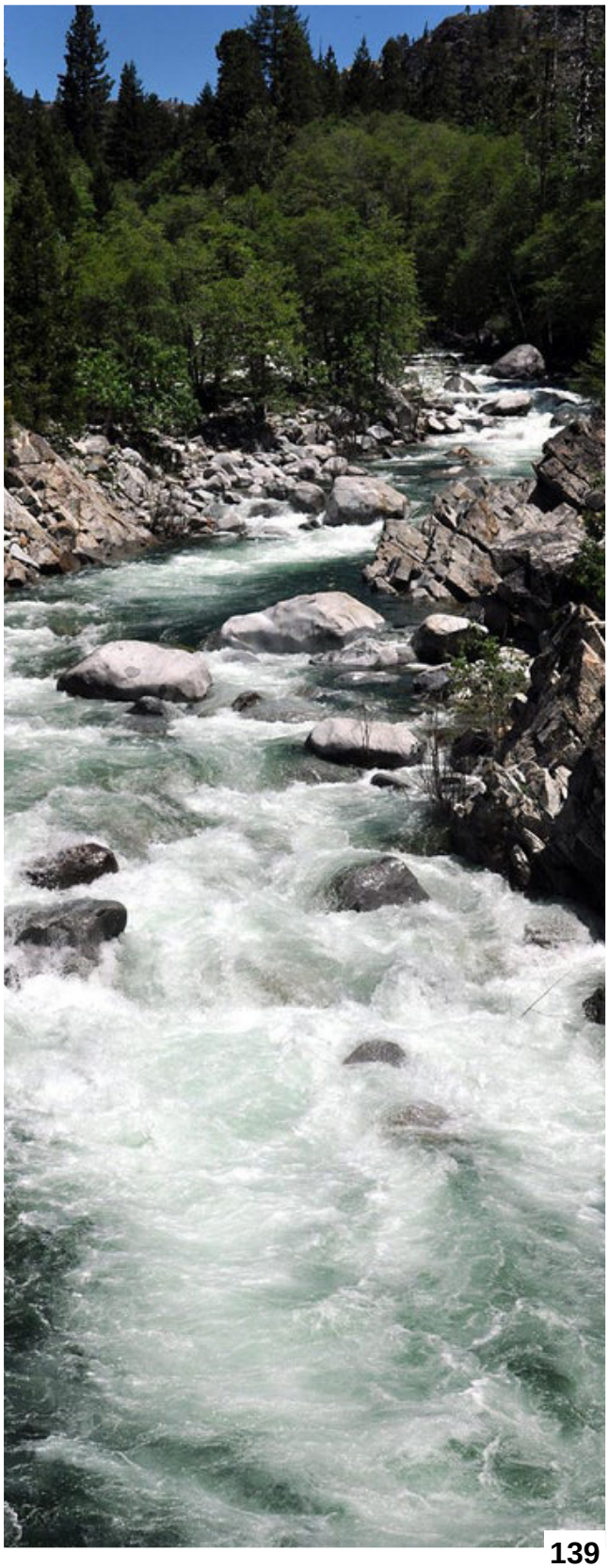
RANK	CROP	2021	2022
1	Rice[1]	$174,352,000	$182,593,000
2	Tomatoes/Processing	$54,964,000	$89,621,000
3	Peaches/Cling-stone	$55,765,000	$48,405,000
4	Prunes (Dried)	$42,655,000	$47,518,000
5	Walnuts	$121,405,000	$43,529,000
6	Nursery Products	$45,782,000	$28,203,000
7	Sunflower, Seed	$19,942,000	$20,216,000
8	Wheat, Grain	$5,428,000	$16,177,000
9	Almonds	$36,792,000	$12,823,000
10	Corn/Field Grain	$7,020,000	$10,553,000

1. Includes seed, does not include Wild Rice

BUILDING PROSPERITY
IN THE YUBA-SUTTER REGION



APPENDIX V
PUBLIC WORKS PROJECTS
2020-2025



COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

Updated January 1, 2024

YSEDC

YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION

Yuba-Sutter Economic Development District
2024 CEDS Public Works Projects, Sorted by Jurisdiction

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		2023 CALTRANS PROJECTS - COMPLETED Yuba & Sutter Counties			
Regional R6 Short-term	3 3.2	**Live Oak Streetscape, Rehab & Safety** **03-3F99U This EA is combined from 3F990/1H150/2H230** In Sutter County, in and near Live Oak, from south of Coleman Avenue to Nevada Street. Rehabilitate pavement, improve pedestrian accessibility, add new electrical signals, upgrade drainage facilities, add streetscape elements & reduce traffic congestion by improving the vertical profile & providing two traffic lanes in each direction.	$37,400,000 **PROJECT COMPLETED 09/07/2023**	SHOPP	2023
Regional R7 Short-term	3 3.2	**Count Station Repair & Install** **03-0H420 VAR** In Sutter County on Route 99, adding two new count stations. This project is also located in Colusa, El Dorado, Glenn, Nevada, Placer, Sacramento, Yolo, and Yuba Counties. Repair existing continuous count stations, install new loops at ramp meters, and install new radar count stations.	$14,072,000 **PROJECT COMPLETED 11/08/2023**	SHOPP	2023
Regional R9 Short-term	3 3.2	**Multi Location Bike and Ped Improvements** **03-0J923** In Sutter County on Route 20 from Stabler Lane to Shasta Street. Enhance crosswalk visibility, add bike lane delineation, install signs and countdown pedestrian barricades to improve bicycle and pedestrian safety.	$3,246,000 **PROJECT COMPLETED 09/07/2023**	SHOPP	2023
Regional R20 Short-term	3 3.2	**Bridge Maintenance** **03-2G070** In Sutter County on Route 20 near S. Tarke Road. Bridge preservation.	$1,642,000 **PROJECT COMPLETED 03/13/2023**	Maintenance	2023
Regional R21 Short-term	3 3.2	**D3 Advance Curve Warning #2** **03-2G690** Install Horizontal Alignment Curve Warning Signs. Sutter County at various locations.	$447,000 **PROJECT COMPLETED 08/04/2023**	Maintenance	2023
Regional R22 Short-term	3 3.2	**YUB 70 Bridge Widening and Rail Replacement** **03-1H270** Near Marysville, at Feather River Boulevard Overcrossing No. 16-0033 (PM 13.01) and South Marysville Undercrossing No. 16-0035 (PM 13.23). Upgrade bridge rails and construct median concrete barrier between project limits.	$12,160,000 **PROJECT COMPLETED 06/21/2023**	SHOPP	2023
Regional R25 Short-term	3 3.2	**Simmerly Slough** **03-1E060** In Yuba County near Marysville from 0.1 mile north of Binney Junction Underpass to 0.3 mile north of Laurellen Rd.	$60,406,000 **PROJECT COMPLETED 06/30/2023**	SHOPP	2023
Regional R27 Short-term	3 3.2	**Count Station Repair & Install** **03-0H420** 470 Locations. Repair existing continuous count stations, install new loops at ramp meters, and install new radar.	$14,372,000 **Project Completed 11/08/2023**		2023
Regional R33 Short-term R33	3 3.2	**YUB 20 RHMA Overlay/DIKE/PCC Island Removal** **03-1G010** In Yuba County in and near Marysville from Buchanan Street to 0.1-mile East of Levee Road.	$2,006,153 **PROJECT COMPLETED 02/06/2023**	Maintenance	2023

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		CALTRANS PROJECTS - SUTTER COUNTY (PROGRAMMED)			
Regional RS1 Mid-term	3 3.2	**SUT-99 Lomo Crossing** **03-0J910** Near Live Oak, from 0.2 mile south of Encinal Road/Live Oak Blvd to 0.1 mile north of Kent Ave; also, from 0.1 mile south to 0.1 mile north of Eager Road. Eliminate direct access to Route 99 from Encinal Road/Live Oak Blvd and improve the intersection of Live Oak Blvd and Eager Road to enhance access to Route 99 at the Eager Road interchange.	$12,626,000	SHOPP	2025
Regional RS2 Mid-term	3 3.2	**Oswald Road Safety Project** **03-4H870** In Sutter County on Route 99 at Oswald Road. Intersection improvements. The lead for Environmental Clearance is Sutter County. Caltrans will be the lead for Design and Construction.	$14,585,000	SHOPP	2026
Regional RS3 Short-term	3 3.2	**Bridge Scour Mitigation** **03-0J630** In Sutter County at the Sutter Bypass, scour mitigation and bridge deck surface treatment. **2023-2024 UPDATE**: New completion target date – 07/23/2024	$11,620,000	SHOPP	2024
Regional RS4 Short-term	3 3.2	**SUT 99 Live Oak 18-Wire RR Preemption Upgrade** **03-0J230** In Sutter County on Route 99 in the town of Live Oak, at Pennington Road. Upgrade Railroad preemption from 2-wire to 12-wire.	$842,448	SHOPP	2023
Regional RS5 Short-term	3 3.2	**SUT 99 Elm Street 18 Wire Railroad Preemption** **03-3J040** In Sutter County Route 99 at Elm Street in the City of Live Oak. Upgrade existing 2 wire railroad preemption.	$436,738	SHOPP	2024
Regional RS6 Short-term	3 3.2	**Jennings/Knights Curve Improvement** **03-2J980** In Sutter County on Route 113 from 1.276 miles north of Jct. Route 45/113 to 0.576 miles north of Jct. Route 45/113. Horizontal curve improvement due to several collisions on a two-lane conventional highway. Improve intersection at Knights Road by realigning it to reduce the skew angle.	$8,630,000	SHOPP	2027
		CALTRANS PROJECTS - SUTTER COUNTY (PLANNED)			
Regional RS7 Short-term	3 3.2	**SR99 Segment Rehabilitation** **03-2J230** In Sutter County on Route 99 from Route 20/99 Junction to 0.2 mile south of Route 99/Live Oak Blvd Junction. Pavement rehabilitation, rehabilitate drainage systems, and TMS stations.	$56,530,000	SHOPP	2027
Regional RS8 Short-term	3 3.2	**Stafford Way Intersection Safety Improvement** **03-3J680** In Sutter County on State Route 20 at the intersection of SR-20 and Stafford Way. Install Traffic Signal.	$4,454,000	SHOPP	2025
Regional RS9 Short-term	3 3.2	**Humphrey Road Intersection Improvement** **03-4J060** In Sutter County on State Route 20 at Humphrey Road. Install Traffic Signal.	$394,255	SHOPP	2025
Regional RS10 Long-term	3 3.2	**SR 99 Managed Lanes from I-5 to SR 99/70** Managed Lane Facility in both directions from I-5 to the SR 99/ SR 70 Wye junction in Sacramento and Sutter Counties.	$100,00,000	Non-SHOPP	2050

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		CALTRANS PROJECTS - YUBA COUNTY (CONSTRUCTION)			
Regional RY1 Short-term	3 3.2	**Yuba 70 Laurellen to Butte County Line SHOPP & STIP Combine (Seg 4&5)** **03-4F38U** In Yuba County, near Marysville, from Laurellen Road to South Honcut Creek Bridge on SR 70. Widen roadway for continuous passing lanes, two-way left-turn lane/left turn pockets, standard shoulders and roadside clear recovery zone. **2023-2024 UPDATE**: New completion target date – 03/29/2024	$97,044,000	SHOPP	2023
Regional RY2 Short-term	3 3.2	**BUT/YUB 70 Seg 3 Combined** **03-3H93U** In Yuba and Butte Counties, about 11 miles north of Marysville, on State Route 70 from 0.8 miles north of Chandler Road to East Gridley Road, PM 25.5/25.8 and 0.0/3.8. Widen for continuous passing lanes, two-way left-turn lane/left turn pockets, standard shoulders, and provide a roadside clear recovery zone. **2023-2024 UPDATE**: New completion target date – 03/29/2024	$63,164,000	SHOPP	2023
Regional RY3 Short-term	3 3.2	**Browns Valley Rehab** **03-0A570** In Yuba County from Marysville Rd. to the Yuba River Bridge. Roadway rehabilitation and shoulder widening.	$65,401,000	SHOPP	2024
		CALTRANS PROJECTS - YUBA COUNTY (PROGRAMMED)			
Regional RY4 Short-term	3 3.2	**Wheatland Donut Hole Project** **03-0H370** In and near Wheatland, from north of State Street to north of Evergreen Drive. Rehabilitate pavement, add bike lanes, rehabilitate drainage systems, upgrade facilities to ADA standards, and construct Class I multi-use path, modify driveways, and enhance crosswalk visibility as complete streets elements. **2023-2024 UPDATE**: New completion target date – 12/11/2024	$8,840,000	SHOPP	2023
Regional RY5 Short-term	3 3.2	**Marysville Railroad Bridge Rehab** **03-0H160** In and near Marysville, from south of 14th Street to north of Cemetery Road. Roadway rehabilitation and operational improvements including turn pockets and auxiliary lanes. **2023-2024 UPDATE**: New completion target date – 12/15/2024	$137,665,000	SHOPP	2023
Regional RY6 Mid-term	3 3.2	**YUB 65 CAPM & Drainage** **03-0J660** In Yuba County on Route 65 from South Beale Rd to Junction Route 65/70. Class 2 pavement CAPM and drainage rehabilitation.	$21,510,000	SHOPP	2026
Regional RY7 Short-term	3 3.2	**YUB 20 Marysville 9th and B St Intersection** **03-3J960** In Yuba County on Rote 20. Construct 2 right turn lanes from SB 70 (B St) to WB 20 (9th St).	$936,000	SHOPP	2024
		CALTRANS PROJECTS - YUBA COUNTY (PLANNED)			
		CALTRANS PROJECTS - YUBA COUNTY (HIGHWAY MAINTENANCE)			
Regional R34 Short-term	3 3.2	**YUB 70 YUB 70 Cold Plane Overlay – HM** **03-2G710**	$289,000	Maintenance	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		In Yuba County on Route 70, approximately 1.4 miles east of Feather River OC. Preserve the existing facility and prevent further deterioration of the roadway.			
		OTHER Yuba-Sutter Regional Projects			
Regional R1 Long-term	3 3.2	**Wheatland Parkway 1B** Develop alignment alternatives, design and construct the East Wheatland Expressway that connects Highway 65 and Spenceville Road. The General Plan, adopted in 2006, provides for a bypass to be developed to the east of the existing city limits. No specific alignment has yet been determined but it will likely connect to the Lincoln Bypass south of Wheatland and then reconnect to the existing Highway 65 somewhere north of Wheatland (likely somewhere between South Beale Road and Ostrom Road). The bypass is known as the Wheatland Parkway. **2023 UPDATE:** No further progress	Not Determined		
Regional R2 Long-Term	3 3.2	**Wheatland Parkway 1A** Project would construct a new freeway interchange at SR65 and South Beale Road. **2023 UPDATE:** No further progress	Not Determined		
Regional R3 Mid-term	3 3.1	**Feather River West Levee Project** Sutter and Butte counties are planning to improve 44 miles of levees from Thermolito Afterbay south to the Sutter Bypass to reduce flood risk and remove more than 34,000 properties from FEMA Special Flood Hazard Areas. Among other important improvements, the project will sustain and grow the local economy by creating construction jobs, protecting property values, and allow for responsible residential, commercial and industrial development. Phase I –Thermalito Afterbay to Star Bend is targeted to be completed by 2016. Phase II will include the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass. **2023-2024 Update:** Levee repairs will be completed in two separate phases: Project I, the Feather River West Levee Project, includes work from Thermalito Afterbay to Star Bend, just south of Yuba City, and was completed at the end of 2020. Project II includes the area south of Star Bend to the confluence of the Feather River and the Sutter Bypass. Project II work completed to date includes a one-mile section of levee at Laurel Avenue, another five miles of levee improvements between Star Bend and Laurel Avenue completed by the U.S Army Corps of Engineers (USACE). USACE also completed another mile of levee improvements between Laurel Avenue and the Highway 99 bridge. SBFCA is currently in design and permitting of the last 1.6 miles of levee along the lower Feather River west levee which is scheduled to be in construction in 2025. The Feather River West Levee Project is on schedule and within budget.	$410,000,000	State of California, property assessment revenues, Federal appropriations.	Phase 2-open ended
Regional R4 Long-term	3 3.2	**Reroute Union Pacific Railroad Tracks around Marysville on the West** Union Pacific Railroad track beds crisscross the community, effectively dividing neighborhoods and impeding the Lake District's potential of being prime development areas for upscale commercial and residential construction. The current track running out of Sutter County, turning south along B Street would be rerouted to the westerly city limits before turning south along a new double track bed along the Feather River levee and rejoining the existing track bed south of the city limits at approximately Erle Road in Linda.	$60,000,000		2030

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Regional R5 Mid-term	3 3.1	**Flood Protection of the City of Marysville** A public works project to repair and upgrade the ring levee to be certified as providing a 200-year level of flood protection. The Marysville Ring Levee project is a multi-phase project that will upgrade the levee that surrounds Marysville. The primary purpose of the project is to strengthen the existing levee by implementing additional measures to reduce the likelihood of through- and under-seepage. The U.S. Army Corps of Engineers Sacramento District is partnering with the California Central Valley Flood Protection Board and the Marysville Levee District to complete the estimated $92.5 million project. The state of California has appropriated $17 million toward the project as part of their commitment to upgrade the state's levee systems. Currently, project completion is slated for 2019. The project is designed and constructed to meet the state's requirement of 200 year-level flood risk for urban areas - or a 1-in-200 chance of flooding in any given year. Due to the elevation of the levees, the project will surpass those criteria making Marysville one of the lowest at-risk cities in California's Central Valley after all flood reduction measures are constructed. **2023-2024 UPDATE:** The project has completed several phases of construction including Phase 1 on Simmerly Slough between Jack Slough Road and the Marysville High School; Phase 4A on Simmerly Slough in Binney Junction; Phases 2A North and South on the Feather River between 10th Street and the Yuba River; and on the Yuba River the project has completed improvements in Phase 3 between the landfill and Ramirez Road/Simpson Lane and Phase 2C from Highway 70 to the Feather River. A contract is currently being awarded to construct Phase 2B between Ramirez Road/Simpson Lane and Highway 70 on the Yuba River in 2023; and the final phase of construction will be to repair the Yuba River levee beneath Highway 70 in 2024. The US Army Corps of Engineers is also completing a risk assessment of areas not improved in this project to ensure they meet criteria for greater than 200-year level of protection and will implement any repairs/improvements identified in that analysis in 2025-2026.	$92,500,000 $13,000,000 $200,000	 U.S Army Corp of Engineers YWA	2026
Regional R6 Long-Term	3 3.2	**Plumas Lake Connector** Project would construct a high-capacity roadway between the new South Beale Road Interchange and the Plumas Lake Boulevard Interchange on SR70.	Not Determined		
Regional R7 Long-Term	3 3.1	**South Yuba County Regional Water/Wastewater Project** Yuba County, the Olivehurst Public Utility District (OPUD), the City of Wheatland, and Yuba Water Agency have partnered to develop and implement a regional solution for immediate and future wastewater needs. The initial phase of the regionalization project is to connect two disadvantaged communities (DAC), Wheatland and Olivehurst. The project will connect Wheatland to OPUD for the provision of wastewater collection and treatment which allows for the decommissioning of Wheatland's aging wastewater treatment plant. Efforts are being coordinated to obtain state grant funding for this project which will provide a more efficient and effective wastewater solution, and also to protect the groundwater basins in south Yuba County. Design and environmental review are complete and being reviewed for state grant approval. Phase 2 of this regionalization project is to expand water and wastewater lines for the County's employment corridor and Sports and Entertainment Zone. **2023-2024 UPDATE:** OPUD and Wheatland have submitted an application to the State Water Resources Control Board Clean Water State Revolving Fund (SCWSRF) for construction funding for the regional pipeline from Wheatland to OPUD and for other necessary improvements to the OUD wastewater treatment plant. The application is complete, and the project is categorized as "fundable" by the SWRCB and is going through the required stages of review	$188,000,000	State – SWRB($50M) Local – YWA and OPUD $17	2028

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		by SWRCB staff. This grant would fund approximately $50 million of the estimated $120 million needed for the project. Yuba Water Agency is exploring options to loan the remaining funds necessary to complete the project. In addition, further expansion of this regional water/wastewater system to enable commercial and industrial development is designed and funding sources for the approximately $58 million needed for the project are being explored.			
		YUBA-SUTTER TRANSPORTATION PROJECTS			
Regional YST1 Short-Term	3 3.3	**Dial-A-Ride Bus Replacement (6) –** Replacement of existing buses to zero-emissions buses. **2023-2024 UPDATE:** Due to the adoption of the NextGen Transit Plan, this purchase is now for six expansion gasoline (instead of zero-emission) powered low-floor buses as the new hybrid on-demand / fixed-route system will require more smaller vehicles and less heavy-duty buses to operate.	$1,200,000	Federal, State	2024
Regional YST2 Mid-Term	3 3.3	**Facility Replacement.** Yuba-Sutter Transit continues to plan for the replacement of its current operations, maintenance, and administration facility at 2100 B Street in Marysville. A new location is needed because this undersized and technologically obsolete 1960's-era former Seven-Up Bottling Plant that was converted to transit use in 1996, lacks sufficient capacity to accommodate the infrastructure needed to meet the state mandate that only zero-emission buses can be purchased after 2028. **2023-2024 UPDATE:** Yuba-Sutter Transit has since been awarded significant additional funding from state and regional grant programs to secure over $40 million for what is now estimated to be a $55.8 million project. As a result, related environmental and preliminary engineering work is expected to commence in early 2024. This will refine the project and update the early conceptual cost estimate based on the fleet and service assumptions from the NextGen Transit Plan. This effort will also improve the likelihood of success in the next round of grant applications to complete the funding package.	$55,800,000	Federal, State, Regional, Local	2027
Regional YST3 Long-Term	3 3.3	**Dial-A-Ride Bus Replacement (10) –** Replacement of existing buses to zero-emissions buses. **2023-2024 UPDATE:** Pursuant to the adopted NextGen Transit Plan, this purchase would be for 15 zero-emission buses that will be used for the new hybrid on-demand / fixed-route system to replace 11 existing Dial-A-Ride buses and 11 heavy duty local fixed route buses.	$6,000,000	Federal, State	2027
Regional YST4 Long-Term	3 3.3	**Commuter Bus Replacement (6) –** Replacement of existing buses to zero-emissions buses. **2023-2024 UPDATE:** Pursuant to the adopted NextGen Transit Plan and the resulting reduced emphasis on intercity commuter service, this purchase would replace just four of six buses. The remaining two buses would be sold as surplus.	$5,600,000	Federal, State	2027
Regional YST5 Long-Term	3 3.3	**Fixed Bus Replacement and Minor Fleet Expansion (13 for 11) –** Replacement of existing buses to zero-emissions buses. **2023-2024 UPDATE:** Pursuant to the adopted NextGen Transit Plan and the emphasis on smaller on-demand vehicles, this project has been dropped. The 11 fixed route buses will be sold as surplus after the purchase of additional smaller vehicles as part of YS3 above.			
		BEALE AIR FORCE BASE PROJECTS			
Regional BAFB 1 Short-Term	2 2.1	**BAFB-Repair B2145** Design-Build Project. Relocate the Office from the basement level of B1086 to its new location on the first floor of B2145. Renovate and Repair approx. 8,485	$100+M	Federal	2023

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		s.f. of B2145. Includes new HVAC, electrical, plumbing and fire protection systems upgrades. **2023-2024 UPDATE:** 100% Designed, Under solicitation.			
Regional BAFB 2 Short-Term	2 2.1	**BAFB – Repair B2145 Multiple Modifications** Design changes to include/adding a smoke detector system and UTC Storage Upgrade. Change design to comply with AFRC requirements. **2023-2024 UPDATE:** Project completed.	$1M **PROJECT COMPLETED 2023**	Federal	2023
Regional BAFB 3 Short-Term	2 2.1	**BAFB-2MW Photovoltaic (1218 Power Supply)** Construct a ground-mounted photovoltaic (PV) solar panel system to include structural support, inverter, distribution extension, grid connections, an integrated automation control and monitoring system and microgrid ready hardware. **2023-2024 UPDATE:** In progress	$4M-$7M	Federal	2024
Regional BAFB 4 Short-Term	2 2.1	**BAFB-2 MW Solar Array & Microgrid/Battery Storage Projects (ERCIP)** Install an advanced microgrid controller with a 1MW/4MWh battery energy storage system (BESS). Integrate with proposed 2MW solar photovoltaic system to charge the BESS and provide demand response capabilities. **2023-2024 UPDATE:** In progress	$4M-$7M	Federal	2024
Regional BAFB 5 Short-Term	2 2.1	**BAFB- Repair Well Field Power Poles** Replace existing aging overhead electric infrastructure. To comply with environmental constraints, the majority of the facilities will be rerouted underground. **2023-2024 UPDATE:** Project completed.	$6.3M **PROJECT COMPLETED 2023**	Federal	2023
Regional BAFB 6 Short-Term	2 2.1	**BAFB- Construct Fuel Hydrant System MILCON** Replace aging underground Fuel Hydrant System. Install security lighting at the Hydrant Storage System. Install electric product recover pumps for water draw off at tanks. Install proper drainage around hydrant secondary containment berms. Install all pipe supports, equipment, and appurtenances related to the new JP-8 fuel piping. Install audible alarms on tanks and pump house. **2023-2024 UPDATE:** In progress	$25M-$27M	Federal	2024
Regional BAFB 7 Short-Term	2 2.1	**BAFB- Repair J Street Water Mains, Phase 1 (D-B)** This project is to model, design and conduct repairs to the existing in-service steel drinking water main line distribution system by slip-lining or pipe bursting, or a combination of both methods. The project also includes installing a new 12-inch water line along Gavin Mandery Drive. The new line will bring the distribution system into compliance with the Safe Drinking Water. **2023-2024 UPDATE:** In progress	$3M-$5M	Federal	2024
Regional BAFB 8 Short-Term	2 2.1	**BAFB- Repair Substation B5770** The work consists of the study and development of a complete design, including (1) Creating Demolition drawings for the existing 60/4kV Substation and associated connectivity, and (2) Development of a complete design of a new 60/4kV Substation Replacing the existing Substation.	$7M-$10M	Federal	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		2023-2024 UPDATE: Project cancelled 2022, recompeting for funds			
Regional BAFB 9 Short-Term	2 2.1	**BAFB- Beale WAPA Interconnection Project (BWIP)** Improve Resiliency, Reliability & Redundant Power Delivery. **2023-2024 UPDATE:** In progress	$46M-$49M	Federal	2024
Regional BAFB 10 Short-Term	2 2.1	**BAFB- Replace B3340 Artificial Turf: Soccer Field at Youth Center** Converting grass turf to artificial turf with sprinkler and drainage system. **2023-2024 UPDATE:** In progress	$1M-$3M	Federal	2024
Regional BAFB 11 Short-Term	2 2.1	**Base-wide Paving** Renovation of multiple locations on base for asphalt and concrete. **2023-2024 UPDATE:** In progress	$2M-$3M	Federal	2024
Regional BAFB 12 Short-Term	2 2.1	**Repair 480V System PAVE PAWS B5760-MCC** Replace generator controls, 480V transformers, main distribution panels, motor control centers and emergency lighting generator **2023-2024 UPDATE:** In progress	$4M-$6M	Federal	2024
Regional BAFB 13 Short-Term	2 2.1	**Dorm Repair** Repair structural damage to two facilities after a severe water leak which damaged flooring and walls. **2023-2024 UPDATE:** In progress	$5M-$8M	Federal	2024
Regional BAFB 14 Short-Term	2 2.1	**Replace/Upgrade Denial Barriers & Tiger Teeth (Multiple locations)** Remove existing Base access denial barriers and replace with new units that incorporate tiger teeth measures. Improved barrier units increase force protection measures. **2023-2024 UPDATE:** Project completed.	$2.4M **PROJECT COMPLETED 2023**	Federal	2023
Regional BAFB 15 Short-Term	2 2.1	**Upgrade Base-wide HVAC Control Systems** Project upgrades the comprehensive HVAC control systems serving base facilities to provide centralized control/monitoring and improve energy efficiency throughout Beale's infrastructure. **2023-2024 UPDATE:** In progress	$1M-$3M	Federal	2024
Regional BAFB 16 Short-Term	2 2.1	**Construct Multi-Bay Hangar** Construct a three-bay hangar totaling 125,000 square-foot capable of housing four U-2 aircraft. **2023-2024 UPDATE:** In progress	Over $100M	Federal	2024
Regional BAFB 17 Short-Term	2 2.1	**Construct 940th Air Refueling Wing (ARW) Squad Ops/AMU** Construct a new facility to serve as squadron operations and aircraft maintenance for the 940 ARW's KC-135 refueling mission. **2023-2024 UPDATE:** In progress	$37M	Federal	2042
Regional BAFB 18 Short-Term	2 2.1	**Repair Bowling Alley Air Conditioning** Replace failed HVAC system for the facility. **2023-2024 UPDATE:** Project completed.	$2M **PROJECT COMPLETED 2023**	Federal	2023

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Regional BAFB 19 Short-Term	2 2.1	**Repair Fire Suppression in U-2 Shelters, B.1068** Repair suppression indication, and notification systems. **2023-2024 UPDATE:** In progress	$1M-$3M	Federal	2026
Regional BAFB 20 Short-Term	2 2.1	**Repair Beale Wastewater Treatment Plant** Rehabilitates and upgrades the plant to modern standards. The plant was originally constructed in 1944. **2023-2024 UPDATE:** Completing 100% design; Programming for funding in 2026.	$15M-$25M	Federal	2026
Regional BAFB 21 Short Term	2 2.1	**Add Alter 940th Alert Facility** Repair existing building and add additional rooms to make an alert facility. **2023-2024 UPDATE:** Design In progress	$6-$10M	Federal	2025
Regional BAFB 23 Short Term	2 2.1	**Repair 110 Ton Chillers at Child Development Center, B2443** Replace two 110-ton chillers. **2023-2024 UPDATE**: Planned for 2024 solicitation.	$2-$6M	Federal	2024
Regional BAFB 24 Short Term	2 2.1	**Convert HVAC from Chiller System B25215** Replace chiller system with HVAC system. **2023-2024 UPDATE**: Planned for 2024 solicitation.	$1.5-$2.6M	Federal	2024
Regional BAFB 25 Short Term	2 2.1	**Repair Wells (7) Cathodic Protection System** Repair by replacement 7 cathodic protection systems at water wells. **2023-2024 UPDATE**: Planned for 2024 solicitation.	$1-$2.6M	Federal	2024
Regional BAFB 26 Short Term	2 2.1	**Construct Wheatland Entry Control Point** Construction new entry control point at Wheatland Gate to include, roadway, building and canopy. **2023-2024 UPDATE:** Design In progress	$7-$10M	Federal	2025
		Sutter County			
Sutter Co. S1 Mid-term	3 3.1	**Establish a Marketing Committee to Promote Sutter County Agriculture** Work with cities and other appropriate agencies and interests to establish a marketing committee to promote Sutter County agriculture through the following and other means: agricultural industry promotional activities, including farmers markets; agri-tourism marketing; marketing of locally grown food; and promotion of events that expose residents of urban places to agricultural activities and issues.	Not determined		
Sutter Co. S2 Mid-term	3 3.1	**Rural Farm-to-Market Road Network, Improvement, Maintenance and Preservation** Insufficient Highway Users Tax Account (HUTA) gas tax revenues are significantly impacting County's ability to maintain farm-to-market road network. State legislation is contemplated to help cover the shortfall. Projects include safety, maintenance and complete streets. **2023-2024 Update:** No substantial change	$4,000,000	SB1 funding	Ongoing
Sutter Co. S3 Short-term	4 4.2	**850 Gray Avenue – Health & Human Services** The county intends to locate most of its Health and Human Services Department to the former K-Mart Building located at 850 Gray Avenue. Due to significant cost escalations for the tenant improvements, and a lack of	15,000,000	County	June 2020 – Design Complete

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		available funding, the County has cancelled the project and is pursuing other opportunities for the property. **2023-2024 Update:** project cancelled.			
Sutter Co. S4 Short-term	3 3.2	**Howsley Road Bridge Replacement** The county will replace the existing two-lane 260-foot-long bridge utilizing FHWA Highway Bridge Program funds. **2023-2024 Update**: The design phase is scheduled for completion by June 2025 at which time the County will seek the required federal funding.	$23M	FHWA 88.53% County 11.53%	June 2025 Design Nov. 2027 Const.
Sutter Co. S5 Short-term	3 3.2	**Larkin Road Bridge Replacement** The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds. **2023-2024 Update:** Due to a delay in receiving the federal funding, the environmental permits have expired and need to be reissued. The County is awaiting federal funding to update the permits and any design impacts.	$2M	FHWA 88.53% County 11.53%	June 2025 Design Nov. 2028 Const.
Sutter Co. S6 Short-term	3 3.2	**Nicolaus Avenue Bridge Replacement** The county will replace the existing two-lane 70-foot-long bridge utilizing FHWA Highway Bridge Program funds. **2023-2024 Update:** Due to a delay in receiving the federal funding, the environmental permits have expired and need to be reissued. The County is awaiting federal funding to update the permits and any design impacts.	$3M	FHWA 88.53% County 11.53%	June 2025 Design Nov. 2028 Const.
Sutter Co. S7 Short-term	3 3.2	**Tisdale Road Bridge Replacement** The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds. **2023-2024 Update:** The design phase is complete, with right-of-way acquisition and environmental permitting expected to be completed in April 2024. Federal Funding for the construction phase is not expected to be available until 2025.	$1.5M	FHWA 88.53% County 11.53%	June 2020 Design Nov. 2026 Const.
Sutter Co. S8 Short-term	3 3.2	**Kent Avenue Bridge Replacement** The county will replace the existing two-lane 80-foot-long bridge utilizing FHWA Highway Bridge Program funds. **2023-2024 Update:** The design phase is complete, with right-of-way acquisition and environmental permitting expected to be completed in April 2024. Federal Funding for the construction phase is not expected to be available until 2025.	$2M	FHWA 88.53% County 11.53%	June 2020 Design Nov. 2029 Const.
		Yuba County			
Yuba Co. Y1 Long-term	3 3.1	**Highway 65 Regional Wastewater Treatment Plant** This public works project would provide a new wastewater treatment facility located in the Highway 65 corridor near the Sports and Entertainment Zone area capable of supplementing and/or replacing the existing wastewater treatment plant.	$80,000,000		
Yuba Co. Y2 Long-term	3 3.2	**Goldfields Parkway** This public works project would construct a four-lane arterial around the easterly side of Marysville through the East Linda Specific Plan from Highway 65 at McGowan Parkway to Highway 20 at Plantz Road. **2023-2024 UPDATE:** Nearing completion of design. Construction of the road is anticipated to be complete by 2026.	$150,000,000	**ERLE RD. TO N. BEALE SEGMENT COMPLETED 2021**	

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. Y3 Mid-term	3 3.2	**Highway 70/Plumas Lake Boulevard Interchange – Phase 2** This public works project would link Phase 1 of the Highway 70/Plumas-Arboga Interchange to the eastern Phase 2 component of the interchange to include a Union Pacific Railroad overpass. **2023-2024 UPDATE:** The County anticipates being approximately 50% complete with design in FY 23-24	$35,000,000		2024
Yuba Co. Y4 Mid-term	3 3.2	**Erle Road Interchange** This public works project would upgrade and expand an existing interchange facility at Erle Road and Highway 70 to provide greater capacity. **2023-2024 UPDATE:** No substantial change	$20,000,000		
Yuba Co. Y5 Mid-term	3 3.1	**East Linda Detention Basin** This public works project would expand an existing detention pond to serve East Linda and is referred to within the South Yuba Master Drainage Plan. **2023-2024 UPDATE**: The segment of the linear detention pond from Orchard Pond to North Beale Road is currently under construction and is funded as a condition of the surrounding subdivision. The remaining segment from North Beale Road to Hammonton-Smartsville Road is being designed in conjunction with the paralleling Goldfield's Parkway project. This piece is dependent on funding but is expected to be complete in 2024-2025.	$4,000,000		
Yuba Co. Y6 Short-term	3 32	**North Beale Road Revitalization Improvements** This public works project consists of implementing the road improvements recommended by the East Linda Revitalization Plan which consists of sidewalks, landscaped medians, street lighting, and parking that would improve the safety of the road for motorists, bicyclists and pedestrians as well as improve the appearance of the road corridor to help attract new and retain existing businesses. **2023-2024 UPDATE:** North Beale Road Complete Streets Phase II (Hammonton-Smartsville to Linda Ave) is complete. The County secured grant funding to fund phase III (Linda Avenue to approximately 2,400 feet east). The Phase III design recently commenced with construction anticipated 2024-2025	$10,000,000 **PHASES I and II COMPLETE, LINDHURST AVE. TO LINDA AVE**	Federal and state transpor-tation funds	2022
Yuba Co. Y7 Mid-Term	4 4.1	**Bikeways and Pedestrian Trails** Bikeways and pedestrian trails provide an alternative mode of transportation as well as an outdoor activity that has the added benefit of connecting people with other points of interest. In January 2013, Yuba County adopted an update to the Yuba County Bikeway Master Plan, which lists and prioritizes projects and their estimated costs. **2023-2024 UPDATE:** County selected a consultant to complete the Bicycle and Pedestrian Mobility Plan (update to Yuba County Bikeway Master Plan). The project outreach and early plan development has started.	$6,500,000		Ongoing
Yuba Co. Y8 Ongoing	4 4.2	**14Forward Homeless** Yuba County partnered with several nonprofit agencies and the private sector to develop 14FORWARD, a temporary shelter and resource center for the homeless. The site includes 25 2-person structures, an onsite manager, dog facility, and provides services and resources to move the homeless toward permanent employment and housing. **2023-2024 UPDATE:** The Salvation Army served 293 people in 2023 at 14Forward. Shelter was offered to every young person between the ages of	2,500,000	State, local, federal	Ongoing

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		18-24 who was experiencing homelessness, resulting in 20 young people receiving shelter assistance during the year. 69 people aged 55 and older were provided services at the shelter as well, with the eldest being 84 years of age. Throughout the year, repairs were made to the warming/cooling room and offices at the shelter and additional facility safety improvements were completed.			
Yuba Co. Y9 Mid-Term	3 3.2	**County Bridge/Culvert Repair** There are 75 HBP-eligible bridges (greater than 20' in length) and numerous other culvert and drainage structures owned and maintained by Yuba County. Currently the County has 75 bridges that are of sufficient length (>20') to be eligible for Caltrans inspection. Of these, 29 bridges have a SR below 80 and above 50 which qualify for HBP rehabilitation funds, and 8 bridges have a SR below 50 which qualify for HBP replacement funds. **2023-2024 UPDATE:** Spring Valley Road bridge replacement expected to be complete in January 2024. Other current bridge replacement projects include Los Verjeles Road, Waldo Road, and Ellis Road. These are anticipated to be in construction in 2024-2025. The County applied for an additional five bridge projects through the HBP.	16,810,000	HBP FSTIP	Ongoing
Yuba Co. Y10 Mid-Term	3 3.2	**Olivehurst 11th Avenue Project** This public works project consists of implementing road improvements to 11th Ave. between Olivehurst Road and Powerline Road in Olivehurst. This project includes improvements to: curb, gutter, sidewalk, drainage and street overlay **2023-2024 UPDATE:** Project Completed	1,700,000 **PROJECT COMPLETED**	ATP	2023
Yuba Co. Y11 Mid-Term	3 3.2	**Linda – Cedar Lane and Alicia Avenue Project** This public works project consists of implementing road improvements to Cedar Lane and Alicia Avenue (from Riverside to Feather River Blvd) in West Linda. This project includes improvements to: curb, gutter, sidewalk, drainage and street overlay **2023-2024 UPDATE:** The project commenced in June of 2023 and is nearing completion of construction. Project completion is anticipated by March 2024	3,030,000	ATP	2024
Yuba Co. Y12 Mid-Term	3 3.2	**McGowan Parkway Project** This public works project consists of implementing road improvements to McGowan Parkway between SR 70 and SR 65 in Olivehurst. This project includes improvements to: curb, gutter, sidewalk, drainage and street overlay. **2023-2024 UPDATE:** Construction is nearing completion with several punch list items remaining.	6,000,000	ATP/LPP/ARPA	2023
Yuba Co. Y13 Mid-Term	3 3.2	**Feather River Boulevard Project** This public works project consists of implementing road improvements to Feather River Blvd. between Arboga Road and Alicia Avenue in West Linda. This project includes improvements to curb, gutter, sidewalk, drainage and street overlay. **2022 UPDATES:** Wrapping up final design. Plan to construct in 2024-2025.	1,550,000	SACOG One-Time Funding 2019	2022
Yuba Co. Y14 Mid-Term	3 3.1	**Yuba County Broadband Initiative** The County of Yuba seeks to improve broadband service county-wide to support economic growth, enhance community resilience, and bolster connectivity. This initiative will remain a priority for the County into the foreseeable future, due to the complex nature and ever evolving technological advances of the industry. Currently, the County in partnership with the Yuba	$125,000 $500,000	EDA Planning Grant CPUC	Ongoing

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		Water Agency and Valley Vision, is developing a Broadband Master Plan highlighting industry best practices and community specific opportunities to expedite enhanced broadband services. **2023-2024 UPDATE:** No substantial update			
Yuba Co. Y15 Mid-Term	3 3.2	**Garden Avenue Active Transportation Projects** This public works project consists of implementing road improvements to Garden Avenue (from Feather River Blvd to Riverside Drive) in West Linda. This project includes improvements to curb, gutter, sidewalk, drainage and street overlay. **2023-2024 UPDATE:** The project is nearing final design. Construction anticipated for 2024-2025	2,500,000	ATP	2025
Yuba Co. Y16 Mid-Term	3 3.2	**South Yuba Transportation Improvement Authority (SYTIA) Projects** The County and Wheatland, on behalf of SYTIA, have begun advancing projects including the East Wheatland Expressway and a new connector at South Beale Road and State Route 65. **2023-2024 UPDATE:** No substantial update.	620,000,000	SYTIA	2025
Yuba Co. Y17 Mid-Term	3 3.2	**West Linda ATP Project** The County was awarded (pending CTC vote) $27milliion to implement road improvements throughout West Linda to transform the community with sidewalks, bicycle lanes, and drainage and street improvements. **2023-2024 UPDATE:** Project preliminary engineering has commenced.	27,000,000	ATP/YWA	2025
Yuba Co. Y18 Mi7-Term	3 3.1	**Lindhurst Corridor Beautification Project** The County is currently seeking design and construction funds to ultimately beautify and enhance Lindhurst Avenue from Erle Road to State Route 70. This project consists of major complete street improvements such as sidewalks, bicycle lanes, landscaping, and storm drainage necessary to revitalize the commercial corridor. The County is currently installing the first phase of storm drainage infrastructure from the Chestnut Pond to Scales Avenue. **2023-2024 UPDATE:** No substantial update	25,000,000	Local/State/Federal	2025
Yuba Co. YA1 Mid-term	3 3.1	**Relocate Airport Drainage Ditch** This project would relocate a major drainage ditch that currently cuts through industrial properties, limiting their use. The project proposes to realign the ditch along a new access road allowing a clear security separation for the airport and industrial areas and provides the ability to market additional industrial properties for new capital investment and new employment opportunities.	5,000,000		
Yuba Co. YA2 Mid-term	3 3.1	**Yuba County Airport Terminal Building** This public works project would construct a new 25,000-square-foot Yuba County Airport terminal building. This building would include a parking lot, sewage system, street improvements and landscaping.	$23,000,000		
Yuba Co. YA3 Short-term	3 3.2	**On-Site and Off-Site Improvements to Industrial Park No. 2** This project would connect the road that ends at Skyway Drive to a 30-acre industrial park and provide an access road, curbs, gutters, and drainage facilities necessary to serve Industrial Park No. 2.	$5,800,000		
Yuba Co. YA4 Short-term	3 3.1	**Site Improvements to Industrial Park Site No. 2** This public works project would provide street improvements, sewer system improvements, and water system improvements to provide access to 14	$4,300,000	Federal and local funds	

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		aviation-related corporate hangar lots, 10 acres of industrial property, and provide emergency access to the airport's crosswind runway.			
Yuba Co. YA5 Mid-term	3 3.1	**Site Improvements to Industrial Park Sites No. 3 and 4** This public works project would improve the streets, drainage, and sewer facilities. Eleventh Avenue would be extended from Arboga Road into the airport and Aviation Way would connect Arboga Road to Eleventh Avenue and Sky Harbor Drive, providing access to 30 acres of industrial property.	$7,500,000	Federal and local funds	
Yuba Co. YA6 Short-term	3 3.1	**Yuba County Airport Rails to Trails Project** Yuba County Airport property is bisected and bounded by an unused rail system. Removing railroad grade would make Industrial Tract 2 accessible to Feather River Boulevard as well as making certain properties in Industrial Tract 1 accessible to the airport via roads and/or taxiways.	$6,000,000	Federal and Local funds	
Yuba Co. YA7 Short-term	3 3.1	**Inside Airport Fence, Perimeter Ring Road** Safety and Security and priority to ensuring proper mix of aviation and industrial tenants at the airport.	$2,000,000	Federal and Local funds	
Yuba Co. YA8 Short-term	3 3.1	**Site Improvements to Airport Parcel in Industrial Park Site No. 5** Grading and infrastructure to Airport parcel with bi-modal access. Including grading, storm drainage, water, wastewater and utilities.	$1,800,000	Federal and Local funds	
Yuba Co. YA9 Short-term	3 3.1	**Yuba County Airport – Sky Harbor Drive Entrance** This project will replace the failing irrigation and landscape with a drought tolerant mix.	$390,000	Federal and Local funds	
Yuba Co. YA10 Short-term	3 3.1	**Site Improvements to Airport apron-adjacent pad** This public works project would provide the site-prep and infrastructure, including sewer, water, telecommunication, and utilities, to this premium site. This location has been identified as ideal for airport support, aviation support, and aeronautical services to include (but not limited to): aircraft maintenance, flight instruction, aircraft rental, hangaring, fueling, tie-down support, parking support and similar aviation services.	$2,400,000	Federal and Local funds	
Yuba Co. RD1 Long-term	3 3.1	**West Linda Detention Basin and Pumping Station** This public works project will modify the existing low-lying area into a detention basin and create a pumping station to handle drainage within the West Linda area and create a multi-use recreational field/park that benefits existing low-income residents and businesses. **2023-2024 UPDATE:** No substantial change	$4,500,000		
Yuba Co. RD2 Long-term	3 3.1	**Plumas Lake Pond Improvements** This public works project would obtain right of ways and channel improvements to convey 100-year storm runoff flows for central Plumas Lake adjacent to the Plumas Lake Golf Course. **2023-2024 RD784 Update:** No change.	$2,750,000		
Yuba Co. RD3 Long-term	3 3.1	**Pump Station No. 9 Upgrades** This public works project would provide redundant pumping, backup generation and SCADA electronic system to existing Pump No. 9 as required by FEMA for operation during storm events and would protect West Linda and the Lindhurst Avenue commercial area. **2023-2024 RD784 Update:** RD784 was awarded grant funding through Prop. 1 to finish the SCADA connection phase. The SCADA connection phase has been completed.	$1,800,000 **SCADA PORTION OF PROJECT COMPLETED $158,000**	State, Local	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. RD4 Long-term	3 3.1	**Pump Station No. 10 Upgrades** This public works project would upgrade Pump Station No. 10; provide backup power, permanent outfall piping, and redundant pump for the facility serving the central Plumas Lake Specific Plan area. **2023-2024 RD784 Update:** RD784 has been awarded a cost share grant to complete the improvements.	$6,100,000	Cost Share Local Grant	2025
Yuba Co. RD5 Long-term	3 3.1	**Pump Station No. 7 Upgrades** This public works project would provide upgrades to Pump Station No. 7 with SCADA electronic system and redundant pumping to serve Wal-Mart, Costco and the commercial area in Linda. **2023-2024 RD784 Update:** Project Completed	$158,000 **PROJECT COMPLETED 2023**	State, Local	2023
Yuba Co. RD6 Long-term	3 3.1	**Upper Lateral 13 Improvements** This public works project would provide drainage improvements for the northern portion of the Plumas Lake Specific Plan area between Ella Road and Plumas Lake Golf Course and consists of channel improvements and culvert crossing replacements and improvements. **2023-2024 RD784 Update:** No change.	$1,050,000		
Yuba Co. RD7 Mid-term	3 3.1	**East Linda Drainage** This public works project would construct a detention pond at Edgewater and replace the Avondale pump station at Rupert. The project improves drainage west of Hammonton-Smartsville Road through west Linda by mitigating upstream peak flows. The system would also address flooding issues along the Lindhurst Avenue commercial corridor. **2023-2024 RD784 Update:** No change.	$4,500,000		
Yuba Co. RD8 Mid-term	3 3.1	**Lateral 15 Improvements** This public works project would improve the main Reclamation District 784 lateral that provides drainage for the North Arboga Study Area and Plumas Lake area and will widen and deepen existing channels to meet future drainage capacity. **2023-2024 RD784 Update:** No change.	$2,800,000		
Yuba Co. RD9 Mid-term	3 3.1	**Upper Lateral 15 Bingham Canal Improvements** This public works project would replace culvert crossings under county roads that are substandard to improve drainage in the West Linda area and would eliminate need for the Health and Human Services building detention basin. **2023-2024 RD784 Update:** No change.	$1,700,000		
Yuba Co. RD 10 Short-term	3 3.1	**Pump Station No. 5 Upgrades** This public works project would provide upgrades to Pump Station No. 5 with SCADA electronic system and redundant pumping to serve the east Linda area. **2022-2023 RD784 Update:** RD784 was awarded grant funding through Prop. 1 to install the instrumentation improvements (SCADA). Components for the project are now in the fabrication stages. Estimated completion in 2023. **2023-2024 RD784 Update:** Project Completed	$158,000 **PROJECT COMPLETED 2023**	State, Local	2023
Yuba Co. RD11	3 3.1	**Storm Drainpipe Replacements**	$4,500,000	Local Grant	2025

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Short-term		This public works project will replace up to 6 aging pipes located within the rural levee portion of the District. **2023-2024 Update:** RD784 has been awarded a grant to complete this project.			
Yuba Co. OPUD1 Mid-term	3 3.1	**Replace Aging/Failing Water Infrastructure** OPUD currently has a great deal of steel water main in Olivehurst. The aging steel main fails regularly due to corrosion. **2023-2024 UPDATE:** Replacing Aging/Failing Water Infrastructure: OPUD realized with today's inflation and cost of materials that additional grant money will be needed. OPUD submitted an additional $8 million dollar grant application to fund the full steel main project. OPUD was granted this additional fund for a total of $10.4 million to fund the project. OPUD has also completed 90% of plans and submitted to County for plan comments. OPUD is planning of phasing construction into two phases. The plan is to complete plans at the end of January. The first phase of construction documents is planned to be bided out in February. Goal is for Second phase to be bided out in end April.	$2,400,000	Federal, State	
Yuba Co. OPUD2 Mid-term	3 3.1	**Mary/George/Harvey Sewer and Water Improvements, Olivehurst** A public works project that would help in an area with limited water service and no sewer service. This area has chronic problems with septic tank failures and private well contamination. **2023-2024 UPDATE:** OPUD received grant for planning and design for well to water. OPUD is currently on a waitlist for technical assistance for planning and designing phase for sewer.	$950,000	Federal, State	
Yuba Co. OPUD3 Short-term	3 3.1	**Rancho Road/Highway 65 Commercial and Industrial Area** This public works project is necessary to provide a sewer and water line to properties in and around the Rancho Road/Highway 65 industrial properties to support current and future industrial park development plans. **2023-2024 UPDATE**: No update provided.	$50,000,000	Federal, State and local funds	2020
Yuba Co. LCWD1 Mid-term	3 3.1	**Linda Avenue/Griffith Water Treatment** This Linda County Water District project would construct Well No. 17 and a water treatment facility at Linda Avenue at Griffith, to serve the East Linda Specific Plan area. **2023-2024 UPDATE:** Project is under construction with a current anticipated finish date in June 2024.	$18,000,000	State SRF program, DWR, Local	2024
Yuba Co. PVT1 Mid Term	3 3.1	**Forest Biomass Business Center Development – Camptonville** Camptonville Community Partnership (CCP), is a small, rural, community-based non-profit organization located in the town of Camptonville in the Yuba County foothills that proposes to develop a small forest biomass to energy facility that would be part of a new small business campus, located in an unincorporated area approximately 11 miles southwest of Camptonville and 3 miles east of Dobbins. CCP intends to attract other businesses to the site, where heat and power would be available from the facility making the overall facility a high efficiency combined heat and power operation. In the Fall 2020, with funding from SNC and the CEC EPIC grant, CCP was able to complete the extensive preliminary design and engineering for the facility including bid packages for major equipment. The planning and engineering solidified costs and site plans needed. Through 2021, CCP began working with their developer and design and engineering	2,326,455 660,837 47,817 1,346,000 4,999,000	Sierra Nevada Conservancy USDA National Forest foundation YWA California Energy Commission EPIC	2026

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		team. Inflation and rising costs required CCP to pivot in 2022 and re-evaluate and search for cost savings as well as the need to secure additional funding from investors and grant opportunities. **2023-2024 Update**: • Purchased 100 acres for the FBBC parcel including 11 acres for the current bioenergy site. • Secured interest for the development of a co-located sawmill and received USDA grant funding for design and engineering. • Secured a Timberland Conversion Permit (TCP): Converting timberland into another use requires a TCP from Cal Fire. A part of the TCP process also includes preparation of a Timber Harvest Plan (THP). Converting timberland into another use requires a Timberland Conversion Permit (TCP) from Cal Fire. A part of the TCP process also includes preparation of a Timber Harvest Plan (THP). • Secured a loan for interconnection costs from YWA. • Update permits and contracts with local and state agencies. CCP continues to work with key partners such as USFS, USDA, YWA, Blue Forest Conservation, and others to develop the Forest BioMass Business Center. Project is working to be built and generating electricity to the grid in March of 2026			
Yuba Co. YWA1 Mid-term	2 2.1	**Research Innovation Center** The creation of a collaborative research opportunity with Beale AFB, the US Air Force, the Yuba Water Agency, City of Wheatland, and the University of California. The facility could serve as an educational, workforce training, and advanced research hub. Initially, the workforce at the collaborative facility would consist primarily of PhD level researchers, but also development of BA level and even high school educational programs as the facility expands to its full mission. This creates a significant opportunity for the City of Wheatland and Yuba County to create an innovation center and technology node.			
Yuba Co. YWA2 Mid-term	3 3.1	**Three Rivers Parkway System Development** The Three Rivers Parkway is envisioned as a multi-modal active transportation and recreation system encompassing as many as 40 miles of hiking, bike and equestrian trails and boat access along the Yuba, Feather and Bear Rivers. The northern terminus would be the Sycamore Ranch County Regional Park on the Yuba River. The trail would extend along the northern bank of the Yuba River to Marysville and would connect to the Sutter County trail system over the rehabilitated former railroad trestle on the Feather River. The trail would cross the Yuba River over the SR 70 bridge and continue south along the Feather River past Star Bend boat ramp to the junction with the Bear River. It would then extend east along the Bear River and possibly Dry Creek into downtown Wheatland. Future phases may connect up to the Spenceville Wilderness Area. The River Parkway is anticipated to be a major draw for tourism in Yuba County, creating opportunities for additional lodging and restaurants, equipment rental concessions, recreational equipment sales, guide services and retail spending from visitors. **2024-2024 Update:** No substantial change	Phase I $8.5 Million **PROJECT PHASE I COMPLETED 2022**	YWA Yuba County Marysville Wheatland	2025
Yuba Co. YWA3 Mid-term	4 4.2	**Atmospheric River Control Spillway at New Bullard's Bar Dam** Yuba Water Agency Board of Directors authorized design of an estimated $225 million Atmospheric River Control Spillway at New Bullards Bar Dam to help reduce flood risk in Yuba County. The spillway is one piece of a three-part	$240,000,000	YWA	2027

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		initiative that will significantly reduce flood risk and improve public safety in Yuba County and nearby communities. The effort includes the development of Forecast-Informed Reservoir Operations for the Yuba and Feather rivers and an update to the U.S. Army Corps of Engineers' water control manual for New Bullards Bar, which guides flood operations for the dam. Together, the trio of projects will allow Yuba Water to better predict large, threatening storms and release water from New Bullards Bar before dangerous weather hits, while there is still plenty of capacity downstream. **2023-2024 Update:** The ARC Spillway Design is complete, working on pre-construction activities such as regulatory, environmental, permitting, and construction management planning for 2024. The Agency is continuing to investigate funding opportunities from State and Federal partners. Note: Construction of the project has yet to be approved by the Yuba Water Agency Board of Directors.			
Yuba Co. YWA4 Mid-term	2 2.3	**Water Education Center** Yuba Water Agency and its partners are in the planning process on a Water Education Center along the Yuba River to educate Yuba County students and residents about the value of the area's water resources, from farming to hydropower, the environment and more. It is anticipated that this will be a multi-million-dollar project, with long-term funding requirements of several hundred thousand dollars per year for operations and maintenance, however the Yuba Water Agency Board of Directors has not yet determined what the overall scope of the project will be. If the community expresses interest in such a facility, Yuba Water Agency will seek supplemental funding support from grants and interested private industry partners. **2023-2024 Update**: Project is on hold, still trying to do discovery work on the land.			
Yuba Co. TRLIA1	3 3.1	**Yuba River North Training Wall** The Yuba Goldfields North Training Wall (NTW) is located on the right bank of the Yuba River, approximately eight miles northeast of the city of Marysville in Yuba County. The NTW is approximately 12,000 feet in length, it was constructed by the California Debris Commission in 1899 to confine the Yuba River and to facilitate the migration of mining debris within the floodway. The use of mining tailings was used to construct the NTW and although not an authorized flood control project, it does provide limited flood protection for the community of Hallwood. However, there have been changes over time, changes both in height and width due in part to erosion from high-water events, such as in 2017 and 2018, when Hallwood experienced localized shallow flooding. The project is being constructed in two phases. **2023-2024 Update:** The project is being constructed in two phases. Phase I work was completed in early 2022 and included reshaping the NTW embankment to provide a more stable geometry and address the height and width reductions that had occurred over time and ongoing, persistent erosion from storm events. Phase II work, includes construction of a high ground tie-in embankment to extend to the north end of the NTW upstream and for a contiguous line of protection that further reduces flood risk to the Hallwood community, the City of Marysville, and portions of Reclamation District 10. The Phase II project, which is still under design, will include potential ecological enhancement components: riparian aquatic habitat creation, fish passage enhancement, and salmonid foraging enhancement. The project should be completed by the end of 2025.	Phase I $3,000,000 Phase II $2,425,961 $9,703,842 **PHASE I PROJECT COMPLETED 2022**	YWA Local, YWA Prop 68 Funds	

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. TRLIA2	3 3.1	**Climate Resiliency Project** Upon realization of all state and federal funding, the money will be used to complete design and implementation of the Climate Resiliency Project, which will create a uniform level of protection for Plumas Lake, Arboga, Linda and Olivehurst. Those areas are currently certified at the 200-year level of protection for the state. This project will increase that level significantly, and, when combined with Yuba Water's planned Atmospheric River Control Spillway at New Bullards Bar Dam, the area could potentially see up to a 500-year level of flood protection. **2023-2024 Update:** Three Rivers Levee Improvement Authority will combine the Yuba Water grant funding with approximately $3 million in state funds from the Disaster Preparedness and Flood Protection Bond Act of 2006 (Proposition 1E) to complete the design work and feasibility study and plans to pursue the remaining construction costs from Federal Emergency Management Agency's Building Resilient Infrastructure and Communities grant program. The study should be completed by December 2024.	$41,600,000	Prop 1E ($9M) YWA FEMA	
Yuba Co. TRLIA3	3 3.1	**Goldfields Multi-Benefit Project Feasibility Study** The purpose of the Goldfields Multi Benefit Study is to develop a replacement feature for the 100-year embankment that is outside of the approved mining areas for both the dredge operations and aggregate extraction and that addresses the increase in flood risk associated with Western's reclamation plan. The study will include opportunities to expand the Yuba River floodway to reduce flood stages and provide for ecosystem enhancement. The intent will be to develop an alignment for the flood protection embankment that will have a flood control easement that will allow for both the existence of the feature as well as OMRR&R. **2023-2024 Update:** The feasibility study on construction of a Multi-benefit project south of the Yuba River downstream of Daguerre Point Dam was completed in December 2023.	$500,000	YWA DWR **PROJECT COMPLETED 2023**	
		Live Oak			
Live Oak LO1 Long-term	3 3.2	**Grade-Separated Rail and Highway Overpass** The City of Live Oak General Plan Project Area and existing city limits are divided by State Route 99 and the Union Pacific Railroad line running parallel within proximity of one another. Currently all crossings are at grade, causing all east/west routes to close nearly at the same time when trains pass through the community. A grade-separated crossing is critical for future circulation and public safety.	Unknown	Unknown	Unknown
Live Oak LO2 Long-term	3 3.1	**Infrastructure Improvements to Areas for Job Creation** City of Live Oak has annexed 370 acres adjacent to State Route 99 both north and south of the former city limits and within the 2030 General Plan project area. The property is zoned for business uses. To locate new businesses in this area, both water and sewer improvements are necessary. It is anticipated that each area will require a new public well, sewer lift station and appropriately sized force mains. In addition, the city is seeking to evaluate the feasibility of rezoning property currently zoned for housing that may be better utilized for near-term employment uses because of the proximity to the city's wastewater treatment plant, existing water service or other key infrastructure.	Unknown	CDBG, EDA	Unknown
Live Oak LO3 Long-term	4 4.2	**New Fire Station/Sheriff's Substation East of State Route 99** State Route 99 and the Union Pacific Railroad create a north/south barrier through the entire City of Live Oak Sphere of Influence. Live Oak's current public safety facilities are located on the west side of both the highway and	$3,200,000	Unknown	Unknown

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		railroad. As Live Oak grows it is important to maintain public safety facilities on the east side of the highway and railroad to ensure adequate response times.			
Live Oak LO4 Long-term	4 4.1	**New Live Oak Community Center** To meet recreational and program demands of a growing city, Live Oak needs to build a new, expanded community center and gymnasium. Estimated at 25,000 square feet, constructed in two phases, the facility will be used to meet both social service and recreational needs for Live Oak's growing population. The city is currently seeking funding for a Phase 1 gymnasium.	$15,000,000	CDBG, local funds	Unknown
Live Oak LO5 Long-term	4 4.1	**Develop a Strategy to Maximize Commercial Opportunities Associated with Live Oak's Proximity to the Sutter Buttes and the Feather River** With a boat launch facility on the Feather River less than two miles east of downtown, and the Sutter Buttes approximately seven miles west, Live Oak is positioned to benefit from the attraction of these important natural resources and must develop a plan to maximize this opportunity.	$35,000	CDBG	Unknown
Live Oak LO6 Mid-term	4 4.1	**Historic Downtown Infrastructure Improvement** Live Oak's historic downtown core is defined as the area bordered by State Route 99 on the east, N Street on the west, Elm Street on the south and Pennington Road on the north. The area poses significant challenges related to infrastructure improvements necessary to support a mixed-use retail environment. A complete assessment was completed and adopted by the city in 2013. Improvements include street, curb, gutter, sidewalk, drainage, park and city water and sewer utilities improvements. This project also incorporates Phase 2 improvements of the Live Oak Community Trail Project.	$5,200,800	SACOG, CDBG	Unknown
Live Oak LO7 Mid-term	4 4.1	**Complete Live Oak Community Trail Project** This one-mile rail conversion project establishes a dedicated bicycle and pedestrian trail through the center of Live Oak on former railroad right-of-way. The project has four phases, with the first phase completed in 2010 and the third phase completed in 2015. **2023-2024 UPDATE:** Phase 4 will be completed during 2022/2023. Phase 4 runs from Kola Street to Epperson Way utilizing the old Railroad Right of Way. It includes a bike/pedestrian trail and landscaping. The city continues to seek funding for phase 2. **No Significant update**	$2,200,000	ATP, SACOG, LWC, local funds	2020/ 2025
Live Oak LO8 Short-term	1 1.1	**Live Oak Base-Level Jobs Initiative** Develop a strategy to identify and support location and/or expansion in Live Oak for companies that sell products and/or services outside of the trade area and bring new dollars into the local economy.	$35,000	CDBG	Unknown
Live Oak LO9 Short-term	1 1.1	**Diamond Walnut Facility Reuse Plan** Diamond Walnut's Live Oak plant, built in the 1920s is no longer in operation, leaving a vacant 80-year-old building and adjacent property in the area that is emerging in the new General Plan as an expanded downtown core. Creating a viable reuse plan for this property is critical for Live Oak's success in expanding the downtown core. **2023-2024 UPDATE:** With the loss of the Former Diamond Walnut Facility to fire in February of 2022, once the property is cleaned up it is prime for redevelopment. When combined with adjacent properties, this area becomes an attractive downtown addition to the Live Oak Blvd corridor. Creating a viable reuse plan for this property is critical for Live Oak's success in expanding the downtown core. **No Significant update**	$75,000	CDBG	Unknown

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Live Oak LO10 Short-term	3 3.2	**Pennington Road Rehabilitation** Pennington Road is the main east/west arterial for the City of Live Oak, intersected by State Route 99. Sacramento Area Council of Governments (SACOG) has committed $915,000 for partial reconstruction of the road from Broadway to Connecticut Avenue during 2012 and 2013. Reconstruction to the east of State Route 99 is also necessary. **2023-2024 UPDATE:** Construction on Pennington Road west of the railroad tracks to Connecticut was completed in 2023. Pennington Road East from the High School to the city limits has had a contract awarded and will be completed in 2024.	$1,094,776 **Pennington Road west of railroad tracks to Connecticut completed 2023 - $1,370,299.77**	SACOG, CDBG	2022
Live Oak LO12 Short-term	3 3.1	**Soccer Park/Drainage Basin Improvements** Live Oak has completed construction of Phase 1 of a joint-use storm drainage detention basin and soccer park. The basin is critical for reducing storm drain flows downstream of the existing city and is a key feature in the city's Master Drainage Study. The soccer park will be an important recreational asset and is funded with a Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006) grant. **2023-2024 UPDATE:** The City is seeking funding for construction of Phase 2 improvements including one or more additional soccer fields in the complex and additional park features and amenities.	$5,200,000	Prop 84 Grant 1,800,000 2,000,000 in kind funding – Sutter Butte Flood Control Agency, 700,000 – City of Live Oak	Unknown
Live Oak LO13 Short-term	3 3.1	**Wastewater Treatment Plant Solar** Live Oak's new wastewater treatment plant was designed with the possibility of connection to a solar array to power the plant. **2023-2024 UPDATE:** COVID caused significant cost increases. The City is in the process of trying to secure additional grant funding to complete the project. The project will not start until the funding has been secured.	$2,200,000	WRCB	2022
Live Oak LO14 long-term	4 4.1	**Bicycle and Pedestrian Infrastructure Master Plan** Live Oak has received funding from SACOG for development of a bicycle and pedestrian facilities master plan. The plan as competed and accepted by the City Council in 2016. **2023-2024 UPDATE:** The City of Live Oak continues to seek funding for improvements outlined in the plan. No significant change	21,000,000	Various	As Funded
Live Oak LO15 Short-term	3 3.3	**Housing Rehabilitation and First-Time Homebuyer Programs** Live Oak currently utilizes Program Income from past loan recipients to fund new loan applications in addition to applying for new grant funding. The city seeks funding continuously for local housing assistance programs.	$varies	CDBG, HOME, CalHome	Ongoing
Live Oak LO16 Long-term	3 3.2	**Pennington Road Feather River Crossing** Live Oak is seeking funding for a feasibility analysis of construction of a bridge over the Feather River on Pennington Road East of the city limits, connecting Pennington Road to Highway 70.			
		Marysville			
Marysville M1 Mid-term	4 4.1	**Construct Pedestrian/Bicycle Tunnel at 14th Street and State Route 70** The presence of a rail line in the immediate proximity of a school creates hazardous conditions for mobility of pedestrians and bicyclists, both key to the economic revitalization of the community. Until the Union Pacific track bed can be relocated, providing a permanent solution (project M5), this public works project will remove a major impediment.	$1,000,000		2025

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		2023-2024 UPDATE: No update currently. Funding has not been identified. Estimated cost is likely much more than $1,000,000.			
Marysville M2 Mid-term	4 4.1	**Ellis Lake Restoration** A public works project to restore the 37-acre Ellis Lake area (between 9th and 16th streets and from B to D streets). This park and open space is a regional landmark attracting visitors from throughout the Yuba-Sutter area and the north state region. The lake was developed in the 1930s by the Work Progress Administration (later renamed Work Projects Administration). The intended scope of work would include a master plan for facility improvements around the lake, including parking, lighting, landscaping, and irrigation, together with water quality improvements for the lake itself. **2023-2024 UPDATE:** The City of Marysville has retained a consultant to work through an Ellis Lake Greenspace Master Plan that would include upgrade and renovate Ellis Lake with the addition of park amenities, replacement and or widening paths to increase walkability and alternative usage and ADA accessibility to include bikes and exercise areas, improve public safety through the replacement of existing lighting. Public input is currently being solicited. Marysville and EDC secured a $3m grant to improve elements and add amenities to strategic locations around the lake. Project is in the design phase. The design will be influenced by the results of the master plan mentioned above. The City has used information from the nutrient management study to develop a lake management treatment plan. A permit from the State Water Resource Control Board to chemically control algae and aquatic weeds was secured in October of 2023 and Initial treatment of aquatic weeds was performed shortly thereafter. City consultant is working with staff to develop a comprehensive plan for ongoing lake water quality management. The City has also added a treatment system at the existing well head to reduce nutrients entering the lake. Yuba Water agency has provided $300,000 in funding to be used for lake water quality management over the next two to three years. The City intends to further research the feasibility of circulating water from the Yuba river into the lake, exiting to the Feather river.	$3,000,000	Caltrans	2026
Marysville M3 Short-term	3 3.2	**Systemic Safety Analysis Report Program (SSARP)** Federal regulations require each State to have a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. In coordination with federal, state, local and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis (or challenge) areas. The SHSP addresses the 4Es of traffic safety: Engineering, Enforcement, Education, and Emergency Services. **2023-2024 UPDATE**: City Council approved acceptance of grant funding to develop a LRSP in the amount of $40,000 and contract award to GHD by on 10/19/21. GHD completed the 2022 LRSP in January 2023. The study concluded that the majority of accidents are on or around State Highways and caused by excessive speed and failures to stop/yield.	$40,000 **Project completed 2023**	State Active Transportation	2023
Marysville M4 Short-term	3 3.2	**Road Rehabilitation and Sidewalk Accessibility Project. (CDBG)** The Project proposes the rehabilitation of just over 15,000 lineal feet (approx. 3 miles) of residential streets and sidewalks in the East Marysville neighborhood off of State Route 20. The project will reconstruct failing road structural sections, install accessible ramps on street corners, improve sidewalks where necessary for accessibility and install bike lanes.	$3,000,000	CDBG	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		2023-2024 UPDATE: The city's projects has been submitted for CDBG funding approval and pending a decision on approval. Project is still pending funding approval from The State of California's Department of Housing and Community Development. Expect award from DHCD in Spring 2024.			
Marysville M5 Short-term	3 3.1	**City's Park Irrigation Well initiative.** DWR has made grant funds available to commence the City's Park Irrigation Well initiative that would improve water system reliability and cost savings to the City by converting City parks to a well and tank storage system, thereby eliminating the need for commercial water service. **2023-2024 UPDATE**: Project Completed	$400,000 **PROJECT COMPLETED 2023**	DWR	2022
Marysville M6 Short-term	4 4.1	**Regional Bicycle and Pedestrian "Bike Hub"** The City is preparing a Bike and Pedestrian Master Plan within the city limits to connect to the broader regional bike and pedestrian trail that extends throughout Yuba County and across the Feather River into Yuba City. The purpose for the Bike Hub is to serve as a convenient portal and gateway to the regional trail system, offering a central facility for competitive bike rallies and individuals to access the regional system, and provide bicycle and pedestrian-related retail services available under one roof, including bike rental and repair shops, outdoor gear and apparel, juice bar, community meeting center and visitor center. **2023-2024 UPDATE:** No significant change	$2,500,000	CDBG	2026
Marysville M7 Short-term	4 4.1	**Marysville 2050 General Plan** This project's purpose is to help shape the future direction of the City, to address key issues of walkability and historic character; promote investment, build on and improve Ellis Lake, the rivers, parks and programming; add vibrancy, housing, nightlife, entertainment, services and activities; improve bicycle and pedestrian facilities and transit options; and more. **2023-2024 UPDATE**: Project is in process. Significant public and stakeholder outreach has been completed. Land Use and Circulation Elements are in process. Noise monitoring equipment was placed at key locations in Marysville to establish baseline noise contours, Traffic Count Data was taken at 23 locations and consultant has prepared a regional travel demand model. Specific plans are underway concurrently, funded by SACOG the Regional Early Action Planning (REAP) grant program. An administrative draft has been completed. The Specific Plan is required to be completed by June 2024.			2024
Marysville M8 Long-term	4 4.1	**East Lake Restoration II** A public works project to improve the nine-acre lake areas between 14th and 16th streets and from Yuba Street to the Union Pacific Railroad track bed. The lake and surrounding open space areas have been neglected for years. Improvements would include bank stabilization, culvert work, new pathways, ADA-accessible features, lighting, landscaping, and irrigation. **2023-2034 UPDATE:** No update to this project. Funding has not been identified. City is researching the feasibility of partnering with a private developer.	$1,000,000	City Yuba Water Agency Grant	2030
Marysville M9 MId-term	3 3.2	**Incorporate Streetscape Improvements on State Route 70 from 1st Street to 6th Street** A highway streetscape project conducted in conjunction with Caltrans resurfacing of the first six blocks of State Route 70 from the southern city limits. The principal objectives are to improve the visual appearance of the	$2,000,000	Caltrans	2025

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		entry into Marysville, and to improve connectivity and walkability between the medical arts and the historic downtown districts. **2023-2024 UPDATE:** No update to this project. Funding has not been identified.			
Marysville M10 Mid-term	4 4.1	**Rehabilitate the River District for recreation and eco-tourism** A public works project to rehabilitate the waterfront setback areas along the Feather and Yuba rivers from the levees to the streambeds of both rivers. The area includes Riverfront Park and boat launch ramp, restrooms, soccer fields, vehicle parking, bicycle and pedestrian/jogging pathways, decommissioned sewer ponds. **2023-2024 UPDATE:** Sewer Pond decommission was completed in October of 2023. Project cost approximately $7.5 m. The city is in the process of negotiating an agreement for utilization of the southernmost ponds for off-road motorsports. Previously unused Softball fields have been rehabilitated from a state of disrepair and are now in use.	$7,500,000 **SEWER POND DECOMMISSION Completed - $7.5M**		2025
Marysville M11 Short-term	3 3.2	**Accelerate Street Resurfacing and Improvements in the Five Major Economic Development Districts to Support Business Investment** A public works project to restore and repair neglected city streets in the five principal economic development districts, involving approximately 80 blocks of Marysville city streets. **2023-2024 UPDATE:** No update to this project. Funding has not been identified.	$5,600,000 $50,000	SB1 SACOG Caltrans	2020-2025
Marysville M12 Short-term	3 3.1	**Refurbish and Update City Hall** Refurbish the 1939 City Hall building by replacing all windows with high efficiency glazing, upgrading wiring and replacing floor covering throughout, updating HVAC control systems, updating technology capabilities in City Council chamber and replacing auditorium seating with modern comfortable seating. Installation of solar photovoltaic system at city was completed at city hall in October 2018. **2023-2024 UPDATE**: The City has appropriated $1.5 million for the purpose of updating City Facilities, including City Hall. The focus is to replace aged equipment and lighting with newer, more energy efficient models to reduce unscheduled repairs, lower operational cost and improve reliability.	$1,500,000		2025
Marysville M13 Short-term	4 4.1	**Proposition 68 Per Capita Program** The city received $177,952 in Proposition 68 grant funding under this program. City has proposed this funding be used for the replacement of the play equipment and play surfacing at Gavin Park and the addition of an accessible path based on the City's Park and Open Space Master Plan. **2023-2024 UPDATE:** The first phase of the Project was completed in November 2023. Additional amenities are planned for installation in summer of 2024.	$178,952 **Phase I Completed 2023 $177,952**		2024
Marysville M14 Short-term	3 3.2	**2023 Measure C / SB 1 Pavement Project** In July 2023, the City Council approved a contract amount of $3,336,937.60 to a local paving contractor to overlay and pave 11 city-wide roadway segments. Project was completed in November 2023 with one roadway segment carried over to Summer of 2024. Phase 1 of the E. 22nd St Rehabilitation Project (E. 22nd St between SR-20 and Cheim Blvd) was completed under this city-wide paving project	$3,336,937.60	Measure C	2023

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Marysville M15 Short-term	3 3.2	**E. 22nd St Rehabilitation Project** Considered "Phase 2" of the E. 22nd St Rehabilitation Project, funding was secured through the Sacramento Area Council of Government's Maintenance and Modernization program to rehabilitate the remainder of E. 22nd St from Chein Blvd to Ramirez St.	$3,500,000	SACOG	2025
Marysville M16 Short term	4 4.2	**14th St Traffic Calming Multi-Modal Pilot Project** The City will pilot a project on 14th Street to address cut through highway traffic away from the residential areas using traffic calming and route diversion techniques. It is anticipated that neighborhood residents will feel safer to walk, bike and use transit with less cut through traffic in the residential areas. A Mode Shift grant was secured from Caltrans through SACOG.	$168,000	Caltrans	2024
Marysville M17 Short term	4 4.1	**Historic Downtown Marysville Safety and Walkability Enhancements project** The City will work closely with the Marysville Business Alliance to make transportation upgrades to D Street between 3rd St and 4th St to provide safety and walkability for pedestrians and bicyclists.	$250,000	SACOG	2024
Marysville M18 Short term	4 4.1	**Fire Station Auxiliary Building** Build and install a prefabricated steel building to house fire apparatuses. Expected to solicit bids in Spring of 2024.	$400,000	Measure C Measure K	2024
Marysville M19 Short term	2 2.3	**Rehabilitation of Annex Building at 10th and E Streets** The City entered into an agreement with Yuba County Office of Education to rehabilitate the Annex Building at the NE Corner of 10th St and E St for their use in Juvenile Education activities. Target completion for renovations is May of 2024	$300,000	Prop 64	2024
Marysville M20 Short term	3 3.1	**Sewer rehabilitation/relocation project Aldridge and Bottler Drives** Project includes installing new sewer mains and street laterals in the Alridge/Bottler neighborhood. This effectively moves their sewer service from the back yard of resident's home to the front under the public right of way.	$1,750,000	City Sewer Enterprise	2024
Marysville M21 Short term	3 3.1	**Storm drain pump engine replacements at 17th Street and Ellis Lake stations** Replacing the existing engines with newer more air efficient engines to pump out stormwater at two of the city's major drainage areas. Expected construction in summer 2024.	$234,600	FRAQMD – CAP	2024
Marysville M22 Short term	4 4.1	**Miscellaneous parks playground improvements and repairs** Modernizing and updating the playground equipment at several city parks**.**	$65,000	General Fund	2025
Marysville M23 Short term	1 1.1	**Marysville B Street property development** **2023-2024 UPDATE:** City has entered into a Disposition and Development Agreement with a private developer to develop a 4.9-acre City owned property located on the east side of B street between 12th and 14th streets. The development, if approved, will consist of a 100 plus room hotel, a grocery store and a quick-serve restaurant. Project value is estimated to be $43 million. The proposed project will provide significant economic activity and is expected to generate in excess of $500,000 in tax revenue. Construction could be as early as 2024**.**			
Marysville M24 Short term	3 3.1	**Leachate conveyance project** The City has worked with its local solid waste contractor, Recology and the Linda Water District to collect leachate from their regional facilities and convey them through City sewer lines to the Linda Water District wastewater treatment facility. Recology has completed all required testing and has constructed holding tanks and metering equipment to release leachate at a		Recology	2023

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		controlled rate. The project has lowered Recology's cost for leachate disposal (previously trucked to a disposal facility) and generates additional income for the City's Sewer enterprise fund. **2023-2024 UPDATE:** Project is completed, and Leachate is now being conveyed**.**	**Project Completed 2023 $180,000**		
Marysville M25 Short term	4 4.1	**Bryant Field Rehabilitation** **2023-2024 UPDATE:** Multiple improvements completed for Bryant field with assistance from Highlands Community Charter Academy local non-profit, Saylove, Local 228 Pipefitters Union, Local 118 Ironworkers Union, including replacement of entire outfield wall, replacement of C street fence rehabilitation of playing field surface, HVAC and lighting upgrades, safety improvements, and rehabilitation of a structure to accommodate home team players. Investment by city and private partners is valued at over $500,000. Additional improvements are being contemplated to include additional safety netting to protect spectators, shade structures, field lighting upgrades, player facilities and restroom facilities upgrades security/surveillance upgrades and additional HVAC replacements/additions.	$500,000 **Phase I Completed 2023 $500,000**	General Fund, Private Partners, Local 228, unions and CBO's	2023
Marysville M26 Short term	4 4.2	**Police Dispatch Center digital encryption and modernization Project** Project updates police dispatch technology to accommodate federally mandated digital encryption radio communication requirements. Project replaces dispatch consoles, police unit radios and various other support infrastructure at Marysville PD.	1,600,000	ARPA/General Fund	
Marysville M27 Short term	4 4.1	**Beverage Container Recycling project** To decrease the use, litter, and disposal of single-use beverage containers in the waste stream the City will install water refill stations combination (trash and beverage container recycling) collection containers at strategic locations within the City. Locations include the high traffic, historic downtown area, community/neighborhood parks, and City sports/recreation facilities in the City of Marysville. Project also includes 18 months of beverage container collection and diversion volume measurement. **2023-2024 UPDATE:** Project is in the design phase.	271,000	State (CalRecycle)	2026
		Wheatland			
Wheatland W1 Mid-term	3 3.1	**Solar Energy Projects** The City of Wheatland plans to construct multiple solar energy shade structures at various city-owned facilities. Structure locations include City Hall, Police Department, and wastewater treatment plant. Plans to partner with Pacific Gas and Electric to help offset project costs as well as provide long term utility cost savings. **2023-2024 UPDATE:** The City continues to seek funding for this project	$300,000	Unknown	Unknown
Wheatland W2 Short-term	4 4.1	**Wheatland Community Gardens** The 2012 goal of completing Wheatland Community Garden #1 was successfully accomplished with a ribbon-cutting ceremony on February 20, 2013. The project this year is to build Wheatland Community Garden #2 on the east side of town. This garden will serve the Wheatland Ranch subdivision area. When completed, the proposed Wheatland Community Garden will consist of approximately 24 planters, including 20 12-foot by 4-foot planter boxes and four U-shaped boxes with access for disabled persons. The total garden size is	$50,000	Unknown	Unknown

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		estimated at 50 feet by 150 feet. The garden will be secured by a decorative perimeter fence and key-code lock. The community garden will also include a gathering and picnic area, park benches, work-tables, and a shed for storage. Total estimated budget was $50,000 per site, with one site remaining. **2023-2024 UPDATE:** The City will install an additional 6 planters this fiscal year.			
Wheatland W3 Mid-Term	3 3.1	**Wheatland Comprehensive General Plan Update** The project would consist of producing a City of Wheatland Comprehensive General Plan Update. The current City of Wheatland General Plan was completed in 2006. City General Plans are expected to have a 20-year lifespan and typically require several years to complete. Therefore, the City of Wheatland is due to begin a General Plan Update. The project would include an update to the seven elements of the general plan required by the State of California, including an update to the City's Housing Element. The project would require substantial input and review by city stakeholders and the community. The project would also include the preparation of a program-level environmental impact report as required by the California Environmental Quality Act. **2023-2024 UPDATE:** The Wheatland City Council awarded a contract for the General Plan update on November 28, 2023. It is anticipated that this project will take approximately 12-18 months to complete.	$500,000	ARPA/SACOG/ Developer contributions	2023-2024
Wheatland W4 Mid-Term	3 3.1	**Wheatland Comprehensive Zoning Code Update** The project would consist of updating the City of Wheatland Zoning Code to be consistent with a Wheatland Comprehensive General Plan Update. The current City of Wheatland Zoning Code was adopted in 1991, and much of the land use restrictions are considered outdated. The project would consist of reviewing and applying current land use and zoning restrictions to modern types of land use development. A substantial public outreach program would be necessary to ensure zoning would adequately meet the needs of the community. An environmental impact report would be included as a component of this project. **2023-2024 UPDATE:** Pending completion of General Plan update.	$100,000	ANTICIPATE SACOG COMMUNITY DESIGN FUNDING	2025
Wheatland W5 Short-Term	4 4.1	**Wheatland Parks and Recreation Master Plan** The project involves the completion of a parks master plan for the City of Wheatland. The City of Wheatland does not have a parks and recreation master plan and has limited policy direction on how future parks are to be developed. A parks and recreation master plan will provide developers and community an understanding of how and where parks will be constructed, the amenities that will be incorporated into the parks, and the sizes of the parks. These parks may include such facilities as tot-lots, ball fields, and aquatic facilities. The recreation plan will identify the types of recreation activities that the City of Wheatland will provide to its constituents. A public outreach program will be included to create the plan. The plan will also require an environmental review as required by the California Environmental Quality Act. **2023-2024 UPDATE:** The City continues to seek funding for this project.	$100,000		
Wheatland W6 Mid-Term	3 3.2	**Highway 65 Interim Capacity Improvements** Provide interim congestion relief on Hwy-65 within the Wheatland city limits until completion of the Wheatland By-Pass. Traffic volumes in this segment have substantially increased since completion of the Lincoln By-Pass in 2014. Peak hour traffic queues extend well beyond the City limits on weekdays and	$7M	SHOPP, CMAQ, SACOG, FLAP, Impact Fees	2022

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		local traffic finds it difficult to get across town to access local schools and businesses. In addition, the increase in traffic from Beale Air Force Base, due to added missions at the base, puts even more traffic pressure on the Main Street traffic signal and Highway 65. Off-peak volumes increased with completion of the Hard Rock Casino (Fall of 2019). Additional traffic will be generated as planned development occurs to the north and east of the City. Improvements may include traffic signal coordination, intersection modifications, restrict turning movements, highway widening, roundabouts or other measures as determined effective by Caltrans and the City. **2023-2024 UPDATE:** The City continues to seek funding for this project.	**PROJECT PLAN COMPLETED 2022**		
Wheatland W7 Short-Term	3 3.2	**Spenceville Road Rehabilitation (joint City/County project)** Spenceville Road is a two-lane arterial facility connecting Beale Air Force Base and State Route 65 through the City of Wheatland. The project will provide rehabilitation, restoration and resurfacing to approximately 7 miles of roadway between Main Street and Beale Air Force Base. This two-lane roadway provides access to City, County and Air Force Base residents as well as general traffic and school buses that access Beale Air Force Base. The proposed project site follows a level to gently rolling terrain that lends to higher than posted speeds and numerous speed related accidents. Traffic counts range from 3,200 vehicles per day on Main Street east of SR 65 to 3,100 vehicles per day on Spenceville Road west of Japer Lane. The majority of the traffic counts can be attribute to Beale Air Force Base due to the geography of the road and connectivity to the Base. The rehabilitation of this project is essential to continue providing access to the public and to Beale Air Force Base. This roadway helps to generate revenue for local business in the area. Spenceville Road is eligible to receive funding under the California Federal Lands Access Program (CA FLAP) which provides funds for transportation facilities that provide access to or are located on or adjacent to Federal Lands. **2023-2024 UPDATE:** The City continues to seek funding for this project.	$7M	Gas Tax, SB1, SACOG	2022
Wheatland W8 Short-Term	3 3.1	**Wheatland Comprehensive Water Project** The City of Wheatland water system is aging with portions of the system more than 100 years old. The project consists of removing the seismically deficient water tower from service by employing new ground mounted hydro-pneumatic tanks and booster pumps to supply water pressure to the City. The project also includes replacement of domestic water meters, new production meters, water meter automation to assist with leak detection and remote metering reading, SCADA replacement, and new billing software. The primary goal of the Wheatland Water System Reliability Project is to ensure an adequate and reliable water supply that meets the needs for the City of Wheatland **2023-2024 UPDATE:** Project is underway and is anticipated that this project will be completed in 2024.	$1.4M	DWR YCA	2023
Wheatland W9 Short-Term	3 3.1	**North Storm Water Detention Basin Rehab** Improvements to the existing basin that discharges to Dry Creek including construction of a stilling basin at the pump intakes; replacement of existing pumping equipment that has reached its service life; and establishing an outlet canal to prevent levee erosion and repair existing erosion at the toe of	$600,000	Unknown	2022

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		the levee. Benefits include enhance/improve water quality of discharge to Dry Creek, protect the existing levee from further erosion. **2023-2024 UPDATE:** The City continues to seek funding for this project.			
Wheatland W10 Long-Term	4 4.1	**Improve Walkability to Elementary, Middle and High Schools** The project involves providing walking and biking opportunities for students across Wheatland's four railroad grade crossings. Currently, three of the four crossings have no bike or pedestrian accommodations, and the only improved crossing is the furthest from school routes. The improvements would include modifying railroad grade crossings at Second Street, Third Street and Fourth Street to include ADA compliant sidewalks on both sides of the street and railroad protection devices in accordance with CPUC and railroad standards. Other improvements would include the addition of fencing and other barriers to discourage the unsafe and illegal crossing of the tracks between grade crossings. **2023-2024 UPDATE:** The City continues to seek funding for this project.	$1,400,000	State, Unknown	Unknown
Wheatland W11 Mid-Term	3 3.2	**Wheatland Complete Streets Project - (First Street/Wheatland Road)** The project is on Wheatland Road beginning at First Street and Highway 65 and continues east past Wheatland High School and Bear River Middle School to the westerly city limit. The project will provide complete bike and pedestrian facilities along the corridor by improving and extending existing sidewalk and bike lanes. The project involves utility relocations, road widening, pavement rehabilitation, buffered bike lanes, and safety lighting. This segment of Wheatland Road serves several varied uses: a regional connector between Highway 65 and Highway 70, a bi-directional school routes linking three schools and neighborhoods, and a farm to market route serving over 6-square miles of agricultural lands. **2023-2024 UPDATE:** Design project to go to bid in 2024.	$2,500,000	SACOG Gas Tax/SB1 ATP RUCS	2024
Wheatland W12 Long-Term	4 4.1	**Wheatland Aquatic Center** The City of Wheatland received a generous $1 million donation for future operations, maintenance and recreational programming of a future Wheatland Community Pool. The city has seven years to complete the project beginning July 2019. **2023-2024 UPDATE:** The City continues to seek funding for this project	$5,000,000	Unknown	2026
Wheatland W13 Short-Term	3 3.3	**Wheatland 6th Cycle Housing Element Update Preparation** The City of Wheatland has received $65,000 from the California Department of Housing and Community Development (HCD) for the preparation of the 6th Cycle (2021-2029) Housing Element Update using grant funds available from the Local Early Action Planning (LEAP) Grants Program. **2023-2024 UPDATE:** Housing Element has been certified by HCD - **COMPLETE**	$65,000 **PROJECT COMPLETED 2023**	HCD (LEAP Grant)	2023
Wheatland W14 Short-Term	3 3.3	**Wheatland 6th Cycle Housing Element Public Participation Process** The City of Wheatland has received $10,000 from SACOG for the public participation component of the 6th Cycle (2021-2029) Housing Element Update using grant funds available from the Regional Early Action Planning (REAP) Grants Program. **2023-2024 UPDATE:** Housing Element has been certified by HCD - **COMPLETE**	$10,000 **PROJECT COMPLETED 2023**	SACOG (REAP)	2023

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Wheatland W15 Short-Term	3 3.3	**Residential Rezone for 6th Cycle RHNA Compliance** The City of Wheatland has applied for $40,000 in grant funds from SACOG to rezone vacant land to multi-family residential uses to meet the 6th Cycle Regional Housing Needs Allocation (RHNA) using grant funds available from the Regional Early Action Planning (REAP) Grants Program. **2023-2024 UPDATE:** Project should be completed in 2024	$40,000	SACOG (REAP)	2022
Wheatland W16 Mid-Term	3 3.1	**Wheatland Regional Wastewater Treatment** The City of Wheatland is planning the construction of a new pipeline and three pump stations to convey 1.5 million gallons per day (MGD) of wastewater into a regional sewer system serving south Yuba County. The pipeline will connect to a new Olivehurst Public Utility District (OPUD) sewer or continue of the City's force main (currently under design by others) near South Beale Rd and Highway 65. OPUD sewers will convey the flow to OPUD's wastewater treatment plant (WWTP), where it will be treated to a tertiary level and discharged into the Feather River. Alternatively, the City's pipeline may continue further northward to connect to the Linda County Water District (LCWD) wastewater collection system and then into their WWTP. The City's WWTP will eventually be decommissioned, and the site re-purposed for other uses. **2023-2024 UPDATE:** The City's grant application for partial project funding is currently under review by the State Water Resources Control Board.	$130 M	Design-YWA State CWSRF Yuba County	2025
Wheatland W17 Short-Term	3 3.1	**Locate Research Center in Wheatland's Employment Zone** The city of Wheatland is working aggressively to build the partnerships necessary to locate a collaborative research center in Wheatland's Employment Zone. This center would create a collaborative research opportunity with Beale AFB, the US Air Forces, Yuba Water Agency, city of Wheatland, and the University of California. The center could serve as an educational, workforce training and advanced research hub. Initially, the workforce collaborative facility would consist primarily of PHD level researchers, but also development of BA level and high school educational programs as the center expands to its full mission. This creates a significant opportunity for the city of Wheatland and Yuba County to create an innovation center and technology node. **2023-2024 UPDATE:** No change.			
		Yuba City			
Yuba City CYC1 Long-Term	3 3.1	**Infrastructure Improvements** Extend various City infrastructure including sewer, water, storm drainage, and road infrastructure to support economic and workforce development. Areas of planned improvements include: Airport Park (east of Garden Hwy, north of Lincoln Rd) Bogue Stewart Master Plan Lincoln East Specific Plan Harter Specific Plan El Margarita Master Plan	 $20,000,000 $35,000,000 $35,000,000 $10,000,000 $25,000,000	Undetermined, Local, Private, Grant	
Yuba City CYC2 Short-Term	3 3.1	**General Plan Update** Update the City's 2004 General Plan to incorporate statutory changes, changes within the City and include mechanisms to help streamline growth, facilitate implementation of the City's new Housing Element. The update includes all general plan elements.	$500,000	SB 2, LEAP, REAP	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba City CYC3 Short-Term	3 3.3	**Low Income Housing Assistance** To help provide housing for the City's workforce, Yuba City continues to utilize and apply for Federal/State funding to issue funding programs to low- and moderate-income individuals. Funds are used for housing, housing rehabilitation, and first-time home buyers.	$600,000	CDBG, HOME	Ongoing
Yuba City CYC4 Long-Term	3 3.2	**Bridge Street Corridor Improvements** The Bridge Street corridor improvement project is a multi-phased project to extend four travel lanes from SR-99 to Marysville/SR-70. The project includes the construction of the 5th Street Bridge, and phased reconstruction of Bridge St. Bridge Street is in the process of being widened from Gray Avenue to Cooper Avenue with completion anticipated at the end of 2023 with support from a $2.8 million Local Partnership Program grant from the CTC. The project will enhance a key gateway through the City to facilitate necessary traffic demands while coordinating with adjacent property owners to help facilitate Economic and Workforce Development in the area. **2023-2024 Update**: Gray Avenue to Cooper Avenue segment completed in 2023. Total construction cost for this segment was $10.2 million, including the CTC grant. State Route 99 to Gray Avenue segment conceptual design for the final portion of the project will begin in 2024. The estimated cost to complete the conceptual design is $250,000, which is funded by the City. The City is looking for funding to implement the final design in 2025 with construction likely following in 2026, provided funding can be secured.	$15,000,000 **Gray Ave to Cooper COMPLETED 2023 $10.2 Million**	Undetermined, Local, Local Partnership Program Grant through the CTC	Ongoing
Yuba City CYC5 Short-Term	3 3.1	**Walton Avenue Complete Streets Improvements** The project includes rehabilitating portions of Walton Avenue from Hazel Avenue to Sam's Club, including closing the gaps in sidewalks on the west side of Walton Avenue between Lincoln Road and Franklin Road, improving bike lanes, and upgrading the traffic signals. The project is being supported by a $4.3 million grant from SACOG. **2023-2024 UPDATE:** Final design and easement acquisition is in progress with construction anticipated to commence and complete in 2025.	$5,200,000	Congestion Mitigation and Air Quality, Regional Surface Transportation program, Local	2025
Yuba City CYC6 Short-Term	4 4.1	**Sutter Bike Path Extension** The project includes extending the existing bike path within the City right-of-way from Hooper Road to Harter Parkway and along Harter Parkway from State Route 20 to Butte House Road. **2023-2024 UPDATE:** Final design and easement acquisition is complete with construction anticipated to commence and complete in 2024.	$2,483,000	Active Transportation Program, Regional Surface Transportation Program, Local	2024
Yuba City CYC7 Mid-Term	4 4.1	**Sutter Bike Path Widening** The project includes widening the existing bike path within the City right-of-way from Hooper Road to Township Road. The existing path will widen from 8 feet to 12 feet, allowing for better shared use between pedestrians and bicyclists.	$375,000	Undetermined, Grants	2025
Yuba City CYC8 Mid-Term	4 4.1	**Northern Levee Bike Path Connection** The project would include extending AC pavement northward on western Feather River levee from Northgate Drive to levee offramp 600 ft south of Pease Road. The City plans to install HAWK Beacon Signal Crosswalk 600 ft south of Pease Road, widen roadway to install Class IV shared path on the west side of Live Oak Blvd, northerly to Pease Road, and install two additional signals along Live Oak Blvd and Sutter Street at pedestrian and bicyclist used crossings.	$1,200,000	Undetermined, Grants	2026

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba City CYC9 Mid-Term	4 4.1	**Yuba City Pedestrian Trail – Railroad Right of Way Conversion** The project includes the conversion of existing railroad right of way, across the City, to facilitate a bike and pedestrian trail that ultimately links the Sutter Bike Path from the west to the east to the City's bike network and across the City's 5th Street Bridge, ultimately connecting to the trail network in Marysville/Yuba County. This is a multi-phased project that will promote quality of life and ultimately economic development for the City. **2023-2024 UPDATE:** The first phase involves completing a Feasibility Study with assistance from a $200,000 Caltrans grant. The Feasibility Study was completed in 2023. Final design and construction will be substantially more expensive since there are 2 crossings of State Highways, as well as numerous City arterial street crossings.	$15,000,000	Undetermined, Grants	Ongoing
Yuba City CYC10 Short-Term	3 3.1	**Barry School Waterline** The project involves installing 12" and 14" diameter water transmission main in Railroad Avenue from Bogue Road to Stewart Road and in Stewart Road from Railroad Avenue to Garden Highway, as well as a 4" diameter private water service in Railroad Avenue and Barry Road to serve Barry School. **2023-2024 UPDATE:** The project was awarded for construction in August 2023, subject to State approval of the increased construction cost. Construction is anticipated to begin in Spring 2024 upon State approval and is expected to be complete by the end of 2024.	$4,600,000	State Revolving Fund Loan	2024
Yuba City CYC11 Short-Term	3 3.1	**Second Groundwater Well** The project includes constructing a second groundwater well at the City's Water Treatment Plant to provide additional accessible water resources during times when the City's surface water rights are curtailed. **2023-2024 UPDATE:** The well was drilled and tested in 2022. Pump installation and above-ground piping were completed in 2023 with installation of electrical/mechanical equipment to be completed in 2024 subject to equipment availability. The well can be operated on generator power, if needed.	$4,350,000	$750,000 Bureau of Reclamation Grant, remainder City water funds	2024
Yuba City CYC12 Mid-Term	3 3.1	**Aquifer Storage Recovery (ASR) Well** The project involves establishing an ASR well at the City's Water Treatment Plant to further bolster the City's accessible water resources during times when the City's surface water rights are curtailed. The ASR concept includes injecting treated water into the groundwater aquifer during times when surface water availability exceeds demands while extracting groundwater during times when surface availability does not meet demands. **2023-2024 UPDATE:** Design and environmental/permitting commenced in 2023 with construction anticipated to begin in late 2024.	$6,500,000	$6,325,000 DWR Grant, remainder City water funds	Ongoing
Yuba City CYC13 Mid-Term	3 3.1	**WWTF Outfall and Diffuser Project** The project includes constructing a new 42-inch diameter discharge pipeline from the City's Wastewater Treatment Facility (WWTF) and a new diffuser outlet to the Feather River. The proposed pipeline and diffuser will replace the City's existing diffuser, which was damaged in 2011 by erosion of Shanghai Falls. This project will ensure the City's capability to safely treat wastewater for existing customers, as well as future development. **2023-2024 UPDATE:** Final design complete pending receipt of permit conditions from regulatory agencies. Project will be advertised for bids once funding and permits are secured.	$35,000,000	Unmet Need	Ongoing

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba City CYC14 Short-Term	3 3.1	**Harter-Bridge Sewer Extension** The project involves extending a 24-inch diameter sanitary sewer from the south end of Harter Parkway to the north end of Harding Road within the future alignments of Harter Parkway and Bridge Street. This project is critical for relieving the existing sanitary sewer in Lassen Boulevard, which is necessary to allow continued development in the northwest portion of the city. **2023-2024 UPDATE:** Final design and easement acquisition in process. Construction is anticipated to occur in 2024.	$2,000,000	COVID Relief funding, City Wastewater funds	2024
Yuba City CYC15 Short-Term	3 3.1	**Bogue Road Sewer Extension** The project involves extending the existing 18" diameter sanitary sewer in Bogue Road from Railroad Avenue to Phillips Road and constructing a new lift station to facilitate future connection of properties north and south of Bogue Road and east of State Route 99, and to address capacity issues and service of new development areas. **2023-2024 UPDATE:** Final design in process. Project is being coordinated with Bogue Stewart Master Plan improvements.	$3,000,000	COVID Relief funding, City Wastewater funds	2024
Yuba City CYC16 Short-Term	4 4.2	**Local Roadway Safety Plan** The plan will create a framework to systematically identify, analyze, and prioritize safety improvements on roads in Yuba City. **2023-2024 UPDATE:** The plan was adopted in December 2023.	$80,000 **Project Completed 2023**	Highway Safety Improvement Program, Local	2023
Yuba City CYC17 Short-Term	4 4.2	**Citywide Signal Hardware Upgrades** The project will improve signal hardware at 56 intersections throughout Yuba City. Improvements will include installation of new reflective backplates and upgrades to bulbs and lenses. **2023-2024 UPDATE:** Authorization to begin construction anticipated in Spring 2024.	$1,082,000	Highway Safety Improvement Program, Local	2024
Yuba City CYC18 Short-Term	4 4.2	**Roadway Safety Signing Audit and Upgrades** The project will evaluate roadway signing on critical corridors in Yuba City for safety and generate the necessary information and prioritization to proceed with signage replacement and installation. **2023-2024 UPDATE:** Authorization to begin construction anticipated in Spring 2024.	$1,835,400	Highway Safety Improvement Program	2025
Yuba City CYC19 Short-Term	4 4.2	**Pedestrian Safety Crosswalk Upgrades** The project will improve crosswalks at 15 unsignalized intersections, primarily near schools, in Yuba City. Improvements will include installation of high visibility striping to crosswalks, advance stop bars, and yield lines. **2023-2024 UPDATE:** Authorization to begin construction anticipated in Spring 2024.	$200,000	Highway Safety Improvement Program	2025
Yuba City CYC21 Short-Term	4 4.1	**Plumas Street Historic District and Water Tower Park Improvements** The project will help transform, beautify, and connect the Plumas Street Historic District with other improvements already completed in downtown Yuba City to create a cohesive downtown area enhancing civic pride and drawing businesses and visitors to this shopping and recreation district. Project elements include improvements to the Water Tower Park lighting	$2,235,888	Clean California Local Grant Program, Local	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		improvements, construction of placemaking gateway arch, and development of a "Clean and Safe Yuba City" litter abatement campaign. **2023-2024 Update:** Construction of the Water Tower improvements was completed in 2023. The Center Street Lighting, Gateway Arch at Bridge Street, Water Tower Park improvements, and Cleanup Campaign will be completed in 2024.			
Yuba City CYC22 Short-Term	3 3.1	**Garden Highway Improvements** The project includes rehabilitating portions of Garden Highway from Lincoln Road to Bogue Road, including updating signage, traffic signal controllers, and bicycle/pedestrian access improvements. The project is being supported by a $4.3 million grant from SACOG.	$4,900,000	Congestion Mitigation and Air Quality, Regional Surface Transportation program, Local	2026

Resolution No.

RESOLUTION APPROVING THE 2023 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY ANNUAL PERFORMANCE REPORT AND UPDATES TO APPENDICES I, IV, AND V PREPARED AND RECOMMENDED BY YUBA-SUTTER ECONOMIC DEVELOPMENT CORPORATION AND THE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY COMMITTEE

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) by the local Comprehensive Economic Development Strategy Committee to contain public works projects approved by City of Live Oak, the CEDS Committee, Yuba-Sutter Economic Development District and EDA prior to consideration of federal funding of said public works projects; and

WHEREAS, the CEDS Committee began preparation of the required CEDS Annual Performance Report in November 2023, and approved and adopted said document February 8, 2024; and

WHEREAS, said action also directed the CEDS 2023 Annual Performance Report and updates of Appendices I, IV and V of the CEDS document be submitted to Live Oak City Council for its review and action.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Live Oak, after reviewing said documents, hereby approves the 2023 CEDS Annual Performance report and Appendices I, IV, and V updates and authorizes its submittal to the Economic Development Administration.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 20th day of March, 2024, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

APPROVED:

_____
Ashley Hernandez, Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date:	March 20, 2024
Title:	Submittal of an Application for the Assistance to Firefighters Grant
Contact Information:	Richard Epperson, Sutter County Battalion Chief
Background:	Sutter County Battalion Chief, Richard Epperson, will be providing a presentation regarding the Assistance to Firefighters Grant.
Recommendation:	Approve submittal of an application for the Assistance to Firefighters Grant.

City of Live Oak
Report to City Council

Meeting Date:	March 20, 2024
Title:	Agreement with Sutter County Sheriff for Police Services
Contact Information:	Luis Cibrian, Acting City Manager
Background:	The City of Live Oak is in negotiations with Sutter County for a new police services agreement with Sutter County Sheriff.
Analysis:	
Recommendation:	Discuss and approve agreement with Sutter County Sheriff for Police Services.

Attachments:

City of Live Oak Agreement - TRACK CHANGES
City of Live Oak Agreement - Final

AGREEMENT – LAW ENFORCEMENT SERVICES

This Agreement dated this 1st day of July ,2024~~3~~, by and between the County of Sutter, hereinafter referred to as the "County", and the City of Live Oak, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services and functions within its boundaries by the County of Sutter, hereinafter referred to as city limits, and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

NOW THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Sutter, to provide for the general enforcement of law and traffic enforcement within the incorporated city limits of Live Oak in the manner hereinafter set forth and as provided by law including, but not limited to enforcement of appropriate City ordinances. It is specifically understood that services provided hereunder do not include non-emergency animal control functions and no enforcement of City ordinances in the animal control field unless an emergency is involved.
2. It is specifically understood between the parties hereto that all employees authorized and used in the pursuit of the provisions of this Agreement are employees of the County and, as such, are subject to the control and under the direction of the Sheriff in the performance of duty in accordance with this Agreement. The rendering of said service, the standards of performance, the discipline of officers, and matters incident to the performance of such services and the control of personnel so employed, shall remain under the direct control of the Sheriff. In event of dispute between parties as to extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the parties hereto.
3. Staffing levels shall be maintained to ensure adequate coverage at all times. It is understood by all parties that adequate coverage can be provided in such a way as to allow for leave of absences due to vacation, sick leave, compensation time off, training, and holidays without the need to backfill the positions. Should an unforeseen event result in a possible decrease in coverage below this point, then the Sheriff's Department will notify the City Manager and discuss the staffing levels and possible impacts to the City.

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~~3.~~4. Subject to ~~conditions set forth in budgetary planning~~reimbursement for costs as described in this Agreement, support service shall be provided by the County. Such services shall be as needed to maintain the level of services as set forth in this Agreement. County shall supply all necessary labor, supervision, equipment, communication, and supplies necessary to maintain the level of services to be rendered hereunder. Notwithstanding the foregoing, the County shall not be responsible for interpretation, drafting, or amendment of City ordinance, but rather the City shall remain responsible for those functions.

~~4.~~5. For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, the County, its officers, agents and employees engaged in performing any such services or functions as described in this Agreement shall have the immunities that they would enjoy were they officer or employees of City, provided the services are within the scope of this Agreement and are municipal functions.

~~5.~~6. County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of City or any officer, employee, or agent thereof, nor any dangerous or defective condition of the City's streets or property; and City shall hold County and its officers and employees harmless therefrom; and City shall defend County and its officers and employees against any claim predicated heron for any injury or damages resulting.

~~6.~~7. (a) The City is not directly responsible for any employment-related costs of the County employees performing services hereunder, including but not limited to, their salaries, wages, retirement, benefits, workers' compensation, or other employment-related costs or benefits.

(b) The City is not responsible for any injury or sickness to a County employee unless such injury arose as a result of the sole or comparative negligence or the other wrongful act or omission by the City or its employees. County agrees to defend, indemnify, and hold City harmless for any claims or actions of the type described in these subparts (a) and (b), shall bear the cost of defense, including attorneys' fees, and shall discharge and indemnify City for any resulting adverse judgment, except as otherwise provided in this ~~subpart~~section.

(c) In the event that City, or its employees, have caused, or contributed to, any injury or sickness of a County employee by reason of their sole or comparative negligence, or other wrongful act or omission occurring during the performance of this Agreement, City shall bear a pro-rata share of the cost of defense, including attorneys' fees, and shall contribute a pro-rata share of any adverse judgment for such claims based on City's percentage of fault pursuant to Government Code Section 895.6.

~~7.~~8. Except as otherwise expressly provided in paragraph 5 and paragraph 6, the parties hereto agree, pursuant to and as authorized by Government Code Sections 895.4 and 895.6, that in connection with the services contemplated by this Agreement and to be performed hereunder, the County shall assume all liability with respect to any third-party claims resulting from incidents that occur during the term of this Agreement, including the full expense of its own defense.

~~8.~~9. This Agreement shall not be construed as or deemed to be as Agreement for the benefit of any third party or parties, nor shall any third party have any right of action hereunder for any cause whatsoever.

10. The initial term of this Agreement shall be ~~one~~ five years and shall commence on July 1, 2024~~3~~, upon adoption by the County Board of Supervisors and the City Council. Either party to this Agreement may terminate the same upon written notice of the other party 12 (twelve) months prior to the date of termination.

~~9.~~11. ~~The Agreement shall be automatically renewed on the first day of July of each and every year thereafter unless either party, at least six months prior to July 1 of any year, gives written notice of its intention not to renew said Agreement subject, however, to earlier termination as may be mutually agreed upon between the parties.~~

~~10.~~12. T~~In consideration of all the above and provision to the City of the above described law enforcement services of one year, the City promises to pay to County in the manner hereinafter set forth a sum equal to all items of costs and expense incurred by the County in providing law enforcement services to the City.~~ he consideration to be paid by the City for law enforcement services to be provided by the County to the City pursuant to this Agreement shall be:

a) 100% of the following~~The consideration to be paid by the City to the County for law enforcement services~~ costs:

~~to be provided by the County to the City pursuant to this Agreement shall be:~~

~~88% of the cost of any vehicles and their build or replacement equipment, maintenance, and accessories.~~

- ~~100% of the salaries and benefits of one (~~1.00~~)~~ full-time equivalent (FTE) Patrol Lieutenant position, including salary and benefits.
- ~~100% of the salaries and benefits of one (~~1.00~~)~~ FTE Deputy Sheriff with Detective assignment position, including salary and benefits.~~
- 0~~100% of the salaries and benefits of a~~ .20 FTE Sheriff Communications Coordinator (PIO) position, including salary and benefits.~~
- 0~~100% of the salaries and benefits of a~~ .50 FTE Supervising Public Safety Dispatcher, including salary and benefits.~~
- ~~100% of the salaries and benefits of two and one half (~~2.50~~)~~ FTE Public Safety Dispatcher I/II/III, including salary and benefits.~~
- ~~100% of all C~~costs related to a K9 dog including, but not limited to: purchase training, and certification of the dog, overtime spent by the dog handler on K9 duties and training, dog-handling special pay, K9-related vehicle equipment and modifications, and expenditures under Canine Protection Account, including upkeep of the dog, food, veterinary care, first aid kits, protection training equipment, training fees, and certification.

~~b)~~ b) Effective Fiscal Year 2024-25, 80% of the following operational and personnel costs:

- Any vehicles and their build or replacement equipment, maintenance, and accessories.

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- 88% of the salaries and benefits of one (1.00) FTE Sheriff's Sergeant Detective position, including salary and benefits.
- 88% of the salaries and benefits of seven (7.00) FTE Deputy Sheriff positions, including salary and benefits.
- 88% of allAll other expenses incurred by the Sheriff Live Oak Contract, Department 2208 budget unitLive Oak Contract budget unit.

c) It is agreed that each position is subject to leave of absence due to vacation, sick leave, compensation time off, training, holiday, etc. Staffing levels shall be maintained to ensure adequate coverage at all times. It is understood by all parties that adequate coverage can be provided in such a way as to allow for leave of absences due to vacation, sick leave, compensation time off, training, and holidays without the need to backfill the positions. Should unforeseen event result in a possible decrease in coverage below this point, then the Sheriff's Department will notify the City Manager and discuss the staffing levels and possible impacts to the City. Effective Fiscal Year 2025-26 and thereafter, 88% of the following operational and personnel costs:

- Any vehicles and their build or replacement equipment, maintenance, and accessories.
- 1.00 FTE Sheriff's Sergeant Detective position, including salary and benefits.
- 7.00 FTE Deputy Sheriff positions, including salary and benefits.
- All other expenses incurred by the Sheriff Live Oak Contract, Department 2208 budget unit.

Effective Fiscal Year 2026-27 and thereafter, the following operational and personnel costs:

d)

- 5% aAdministrative fFee calculated based on tTotal eExpenditures of the Sheriff Live Oak Contract, Department 2208 budget unit. The 5% aAdministrative fFee charges represents other operational costs such as: specialized SED and Search & Rescue services, SED equipment usage, recruitment, human resources services, payroll, backgrounds, manage workers compensation and liability claims, new hire medical and psychological services, evidence processing, internal affairs, and administrative and finance staff time. Other operational services are integral and necessary to provide for the general enforcement of law and traffic enforcement for the City.
-

e) For the above cost categories stated at 8subsection (b) and (c) of this section,8%, the remaining percentage of 12%, it is agreed,costs not paid by the City represents the value to the County of the additional law enforcement services

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which will be provided to the unincorporated area of the County surrounding the City as a consequence of this Agreement.

~~The consideration for the annual renewal period shall be agreed upon annually by the governing bodies for the City and County. It is agreed that each position is subject to leave of absence due to vacation, sick leave, compensation time off, training, holiday, etc. Staffing levels shall be maintained to ensure adequate coverage at all times. It is understood by all parties that adequate coverage can be provided in such a way as to allow for leave of absences due to vacation, sick leave, compensation time off, training, and holidays without the need to backfill the positions. Should unforeseen event result in a possible decrease in coverage below this point, then the Sheriff's Department will notify the City Manager and discuss the staffing levels and possible impacts to the City.~~

There will be no expenditures charged to the Live Oak budget in excess of the agreed upon total budget unless approved by County and City. The City will reimburse County for expenses accrued on a monthly or quarterly basis. Said payments are due within 15 days of receipt of invoice.

~~11.~~13. In the event of litigation to enforce provisions of all or part of this Agreement, the losing party agrees to pay all reasonable attorney's fees and costs of legal proceedings.

~~12.~~14. Subject to the ~~pro rata~~cost reimbursement to County by City pursuant to Section 11~~0~~ of this Agreement, County will pay for: all insurance on personnel employed by County, including worker's compensation coverage, all contributions to pension funds covering said personnel and all charges in excess of contributions out of said funds for injury or sickness of County personnel.

~~13.~~15. City hereby leases to County, for no consideration other than the execution of this Agreement, the building located at 9867 O Street in its entirety. City shall continue fire and liability coverage on the referenced leased premises at the same limits as are in existence on the effective date of this Agreement by policies of insurance naming the County of Sutter, its agents, officers, and employees as additional insureds.

~~14.~~16. Final Agreement/Amendment. This Agreement represents the final Agreement between the Parties regarding its subject matter and supersedes all prior and written agreements or communications. This Agreement may be amended only by a writing by both parties.

In WITNESS WHEROF, the City of Live Oak, by resolution duly adopted by its City Council causes the Agreement to be signed by its mayor and attested by its Clerk, and the County of Sutter by order of its Board of Supervisors has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board.

CITY OF LIVE OAK COUNTY OF SUTTER

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By:_____

Name: Ashley Hernandez

Title: Mayor

By:_____

Name: Mat Conant

Title: Board Chairman

AGREEMENT – LAW ENFORCEMENT SERVICES

This Agreement dated this 1st day of July ,2024, by and between the County of Sutter, hereinafter referred to as the "County", and the City of Live Oak, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services and functions within its boundaries by the County of Sutter, hereinafter referred to as city limits, and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

NOW THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Sutter, to provide for the general enforcement of law and traffic enforcement within the incorporated city limits of Live Oak in the manner hereinafter set forth and as provided by law including, but not limited to enforcement of appropriate City ordinances. It is specifically understood that services provided hereunder do not include non-emergency animal control functions and no enforcement of City ordinances in the animal control field unless an emergency is involved.
2. It is specifically understood between the parties hereto that all employees authorized and used in the pursuit of the provisions of this Agreement are employees of the County and, as such, are subject to the control and under the direction of the Sheriff in the performance of duty in accordance with this Agreement. The rendering of said service, the standards of performance, the discipline of officers, and matters incident to the performance of such services and the control of personnel so employed, shall remain under the direct control of the Sheriff. In event of dispute between parties as to extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the parties hereto.
3. Staffing levels shall be maintained to ensure adequate coverage at all times. It is understood by all parties that adequate coverage can be provided in such a way as to allow for leave of absences due to vacation, sick leave, compensation time off, training, and holidays without the need to backfill the positions. Should an unforeseen event result in a possible decrease in coverage below this point, then the Sheriff's Department will notify the City Manager and discuss the staffing levels and possible impacts to the City.

4. Subject to reimbursement for costs as described in this Agreement, support service shall be provided by the County. Such services shall be as needed to maintain the level of services as set forth in this Agreement. County shall supply all necessary labor, supervision, equipment, communication, and supplies necessary to maintain the level of services to be rendered hereunder. Notwithstanding the foregoing, the County shall not be responsible for interpretation, drafting, or amendment of City ordinance, but rather the City shall remain responsible for those functions.
5. For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, the County, its officers, agents and employees engaged in performing any such services or functions as described in this Agreement shall have the immunities that they would enjoy were they officer or employees of City, provided the services are within the scope of this Agreement and are municipal functions.
6. County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of City or any officer, employee, or agent thereof, nor any dangerous or defective condition of the City's streets or property; and City shall hold County and its officers and employees harmless therefrom; and City shall defend County and its officers and employees against any claim predicated heron for any injury or damages resulting.
7. (a) The City is not directly responsible for any employment-related costs of the County employees performing services hereunder, including but not limited to, their salaries, wages, retirement, benefits, workers' compensation, or other employment-related costs or benefits.

   (b) The City is not responsible for any injury or sickness to a County employee unless such injury arose as a result of the sole or comparative negligence or the other wrongful act or omission by the City or its employees. County agrees to defend, indemnify, and hold City harmless for any claims or actions of the type described in these subparts (a) and (b), shall bear the cost of defense, including attorneys' fees, and shall discharge and indemnify City for any resulting adverse judgment, except as otherwise provided in this section.

   (c) In the event that City, or its employees, have caused, or contributed to, any injury or sickness of a County employee by reason of their sole or comparative negligence, or other wrongful act or omission occurring during the performance of this Agreement, City shall bear a pro-rata share of the cost of defense, including attorneys' fees, and shall contribute a pro-rata share of any adverse judgment for such claims based on City's percentage of fault pursuant to Government Code Section 895.6.
8. Except as otherwise expressly provided in paragraph 5 and paragraph 6, the parties hereto agree, pursuant to and as authorized by Government Code Sections 895.4 and 895.6, that in connection with the services contemplated by this Agreement and to be performed hereunder, the County shall assume all liability with respect to any third-party claims resulting from incidents that occur during the term of this Agreement, including the full expense of its own defense.

9. This Agreement shall not be construed as or deemed to be as Agreement for the benefit of any third party or parties, nor shall any third party have any right of action hereunder for any cause whatsoever.
10. The initial term of this Agreement shall be five years and shall commence on July 1, 2024, upon adoption by the County Board of Supervisors and the City Council. Either party to this Agreement may terminate the same upon written notice of the other party 12 (twelve) months prior to the date of termination.
11.
12. The consideration to be paid by the City for law enforcement services to be provided by the County to the City pursuant to this Agreement shall be:
    a) 100% of the following costs:
        - 1.00 full-time equivalent (FTE) Patrol Lieutenant position, including salary and benefits.
        - 1.00 FTE Deputy Sheriff with Detective assignment position, including salary and benefits.
        - 0.20 FTE Sheriff Communications Coordinator (PIO) position, including salary and benefits.
        - 0.50 FTE Supervising Public Safety Dispatcher, including salary and benefits.
        - 2.50 FTE Public Safety Dispatcher I/II/III, including salary and benefits.
        - Costs related to a K9 dog including, but not limited to: purchase training, and certification of the dog, overtime spent by the dog handler on K9 duties and training, dog-handling special pay, K9-related vehicle equipment and modifications, and expenditures under Canine Protection Account, including upkeep of the dog, food, veterinary care, first aid kits, protection training equipment, training fees, and certification.
    b) Effective Fiscal Year 2024-25, 80% of the following operational and personnel costs:
        - Any vehicles and their build or replacement equipment, maintenance, and accessories.
        - 1.00 FTE Sheriff's Sergeant Detective position, including salary and benefits.
        - 7.00 FTE Deputy Sheriff positions, including salary and benefits.
        - All other expenses incurred by the Sheriff Live Oak Contract, Department 2208 budget unit.
    c) Effective Fiscal Year 2025-26 and thereafter, 88% of the following operational and personnel costs:
        - Any vehicles and their build or replacement equipment, maintenance, and accessories.
        - 1.00 FTE Sheriff's Sergeant Detective position, including salary and benefits.
        - 7.00 FTE Deputy Sheriff positions, including salary and benefits.
        - All other expenses incurred by the Sheriff Live Oak Contract, Department 2208 budget unit.

d) Effective Fiscal Year 2026-27 and thereafter, the following operational and personnel costs:
   - 5% administrative fee calculated based on total expenditures of the Sheriff Live Oak Contract, Department 2208 budget unit. The 5% administrative fee charges represents other operational costs such as: specialized SED and Search & Rescue services, SED equipment usage, recruitment, human resources services, payroll, backgrounds, manage workers compensation and liability claims, new hire medical and psychological services, evidence processing, internal affairs, and administrative and finance staff time. Other operational services are integral and necessary to provide for the general enforcement of law and traffic enforcement for the City.

e) For subsection (b) and (c) of this section, the remaining percentage of costs not paid by the City represents the value to the County of the additional law enforcement services which will be provided to the unincorporated area of the County surrounding the City as a consequence of this Agreement.

There will be no expenditures charged to the Live Oak budget in excess of the agreed upon total budget unless approved by County and City. The City will reimburse County for expenses accrued on a monthly or quarterly basis. Said payments are due within 15 days of receipt of invoice.

13. In the event of litigation to enforce provisions of all or part of this Agreement, the losing party agrees to pay all reasonable attorney's fees and costs of legal proceedings.
14. Subject to the cost reimbursement to County by City pursuant to Section 11 of this Agreement, County will pay for: all insurance on personnel employed by County, including worker's compensation coverage, all contributions to pension funds covering said personnel and all charges in excess of contributions out of said funds for injury or sickness of County personnel.
15. City hereby leases to County, for no consideration other than the execution of this Agreement, the building located at 9867 O Street in its entirety. City shall continue fire and liability coverage on the referenced leased premises at the same limits as are in existence on the effective date of this Agreement by policies of insurance naming the County of Sutter, its agents, officers, and employees as additional insureds.
16. Final Agreement/Amendment. This Agreement represents the final Agreement between the Parties regarding its subject matter and supersedes all prior and written agreements or communications. This Agreement may be amended only by a writing by both parties.

In WITNESS WHEROF, the City of Live Oak, by resolution duly adopted by its City Council causes the Agreement to be signed by its mayor and attested by its Clerk, and the County of Sutter by order of its Board of Supervisors has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board.

CITY OF LIVE OAK

By:_____

Name: Ashley Hernandez

Title: Mayor

COUNTY OF SUTTER

By:_____

Name: Mat Conant

Title: Board Chairman