LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA
JUNE 2, 2021
6:00 PM

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

MEMBERS OF THE COUNCIL

NANCY SANTANA, VICE MAYOR
BOB WOTEN, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
J.R. THIARA, COUNCILMEMBER

AARON PALMER,
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.

Pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20, members of the Live Oak City Council or staff may participate in this meeting via a teleconference. In the interest of the maintaining appropriate social distancing, members of the public are encouraged to participate in the meeting in the following ways:

- ***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/84635276180?pwd=OG9jVWNNbHBFam1ZOTFsVW5GekN6UT09
          Passcode: *418308*
        - ***Join by Phone:***
          1-669-900-6833 or 1-833-548-0282 (Toll Free)
          Webinar ID: *846 3527 6180*
          Passcode: *418308*

- ***Public Comment:*** *Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:*

    - ***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/84635276180?pwd=OG9jVWNNbHBFam1ZOTFsVW5GekN6UT09
          Passcode: *418308*

        - *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: *846 3527 6180*
          Passcode: *418308*

    - ***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, and read into the record during public comment.*

    - ***eComment Feature:*** *Public Comment will be accepted online between Friday, May 28th through Wednesday, June 2nd at 1:00 pm through the eComment feature at:* https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION

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

PRESENTATIONS AND RECOGNITIONS

A. Overview of Activities of the Sutter Butte Flood Control Agency

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 May 19, 2021 City Council Regular Meeting minutes.
   (Clarissa Menchaca, City Clerk)

2. Amendment to Recology Yuba-Sutter Collection Service Agreement and Resolution
   Recommendation: Adopt resolution and authorize the Mayor of his designee to sign the amendment to the Recology Yuba-Sutter Collection Service Agreement.
   (Aaron Palmer, City Manager)

PUBLIC HEARING ITEMS

3. Conduit Financing for the Kristen Court Apartments III Affordable Housing Project
   Recommendation: 1) Hold a Public Hearing under the Tax and Equity Fiscal Responsibility Act (TEFRA); and 2) Adopt resolution.
   (Alison Schmidt, Acting Chief Building Official)

BUSINESS ITEMS

4. Yuba-Sutter Economic Development District: 2021 Comprehensive Economic Development Strategy (CEDS) Appendices I, IV, V Updates and 2020 CEDS Annual Performance Evaluation
   Recommendation: Adopt resolution approving the 2020 Comprehensive Economic Development Performance Report and the updated Appendices I, IV, and V and authorize its submittal to the United States Department of Commerce, Economic Development Administration.
   (Brynda Stranix, District Director, Yuba-Sutter Economic Development District)

5. Adoption of City Budget for Fiscal Year 2021-22
   Recommendation: Adopt resolution.
   (Joe Aguilar, Finance Director)

6. Discussion and Possible Action to Appoint an Acting Mayor
   Recommendation: Discussion and possible action to appoint an Acting Mayor.
   (Aaron Palmer, City Manager)

7. Discussion, Direction, and Possible Action Regarding Filling Mayor Hernandez's Vacated Council Seat
   Recommendation: Discussion, direction, and possible action regarding filling Mayor Hernandez's vacated Council seat.
   (Nicole Rosser, City Attorney)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

COUNCILMEMBER COMMENTS (WRITTEN ONLY)

ADJOURNMENT

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: June 2, 2021

Title: Overview of Activities of the Sutter Butte Flood Control Agency

Contact Information: (Michael Bessette, Executive Director, Sutter Butte Flood Control Agency)

Background: Each year the Sutter Butte Flood Control Agency staff provide an update to the Council of the agency's activities.

Attachments:

PowerPoint Presentation

Sutter Butte Flood Control Agency
Overview of Activities



Live Oak City Council Briefing

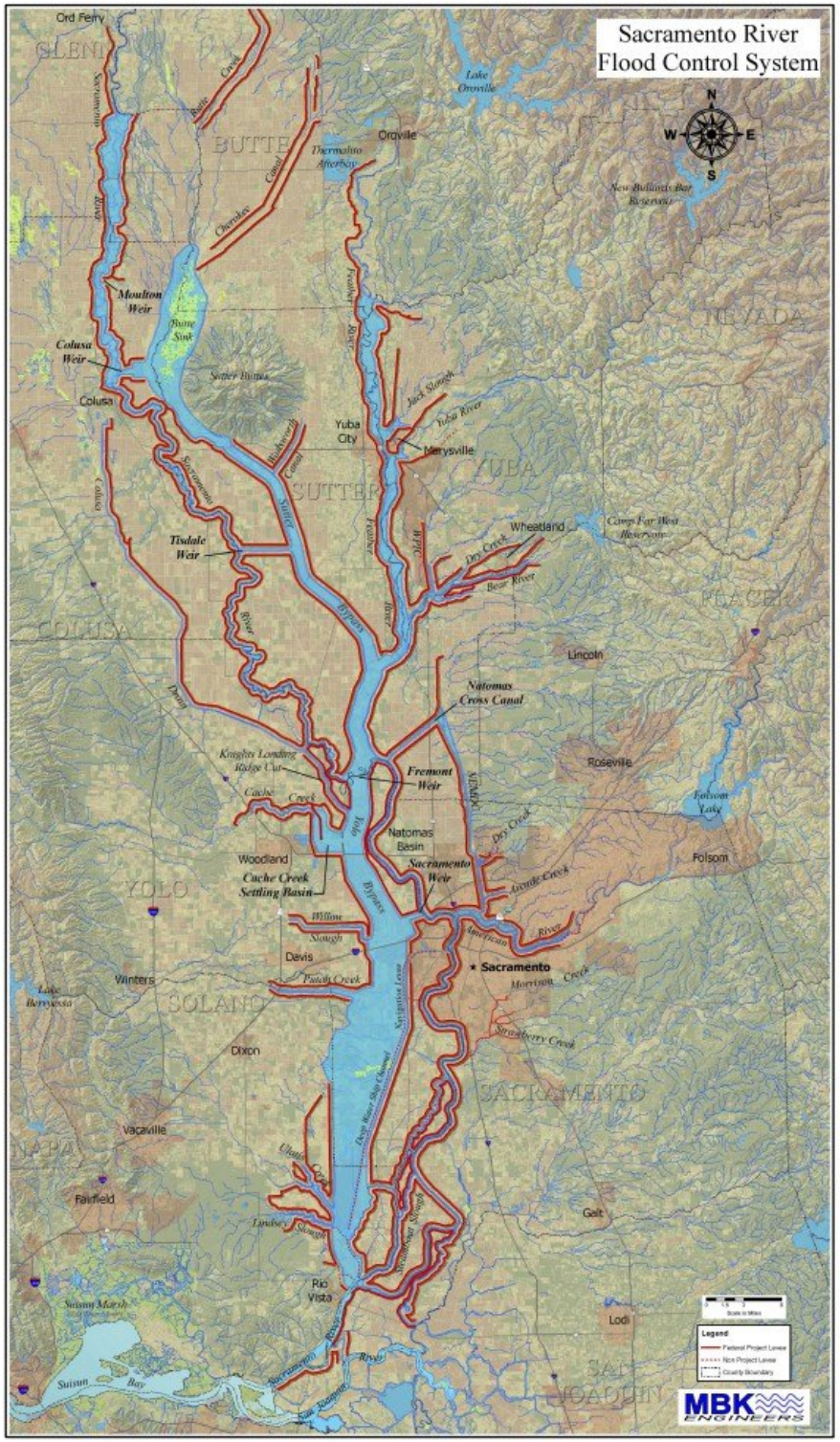
June 2, 2021

Presentation Overview

(Michael Bessette, Executive Director)

- Sacramento River Flood Control System
- Sacramento/Feather River Flood Management
- SBFCA Background
- SBFCA Projects
- Q&A





SACRAMENTO RIVER FLOOD CONTROL SYSTEM

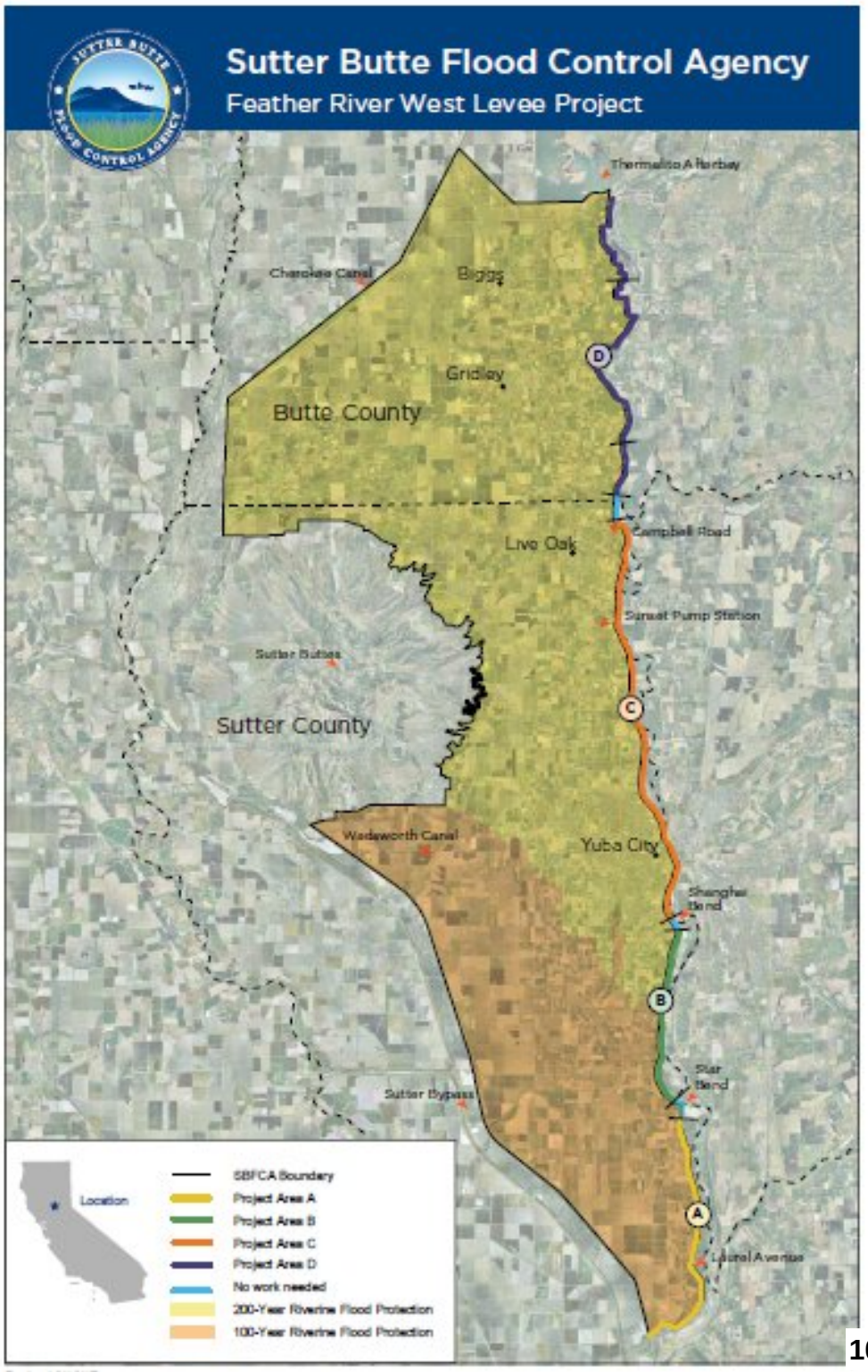
Sacramento/Feather River Flood Management: A Brief History

- Natural setting
- Native Americans
- Pioneer Farmers
- Hydraulic Mining Impacts
- Modern system
- Reservoir construction
- And in quick succession…
  - Paterno Decision (2003)
  - Hurricane Katrina (2005)
  - Bonds 1e and 84 (2007)
  - Senate Bill 5 (2007)
  - Central Valley Flood Protection Plan (2012, 2017, every 5 years)
  - State/Local implementation of flood projects



Sutter Butte Flood Control Agency

- Joint Powers Agency (JPA)
- Created in September 2007
- 300 square miles, 95,000 people, $7B assets
- Regional approach for finance and construction of flood control projects
  - Slow, costly traditional Federal process
  - Prop 1e and 84
- Prop 218 Assessment District election in 2010

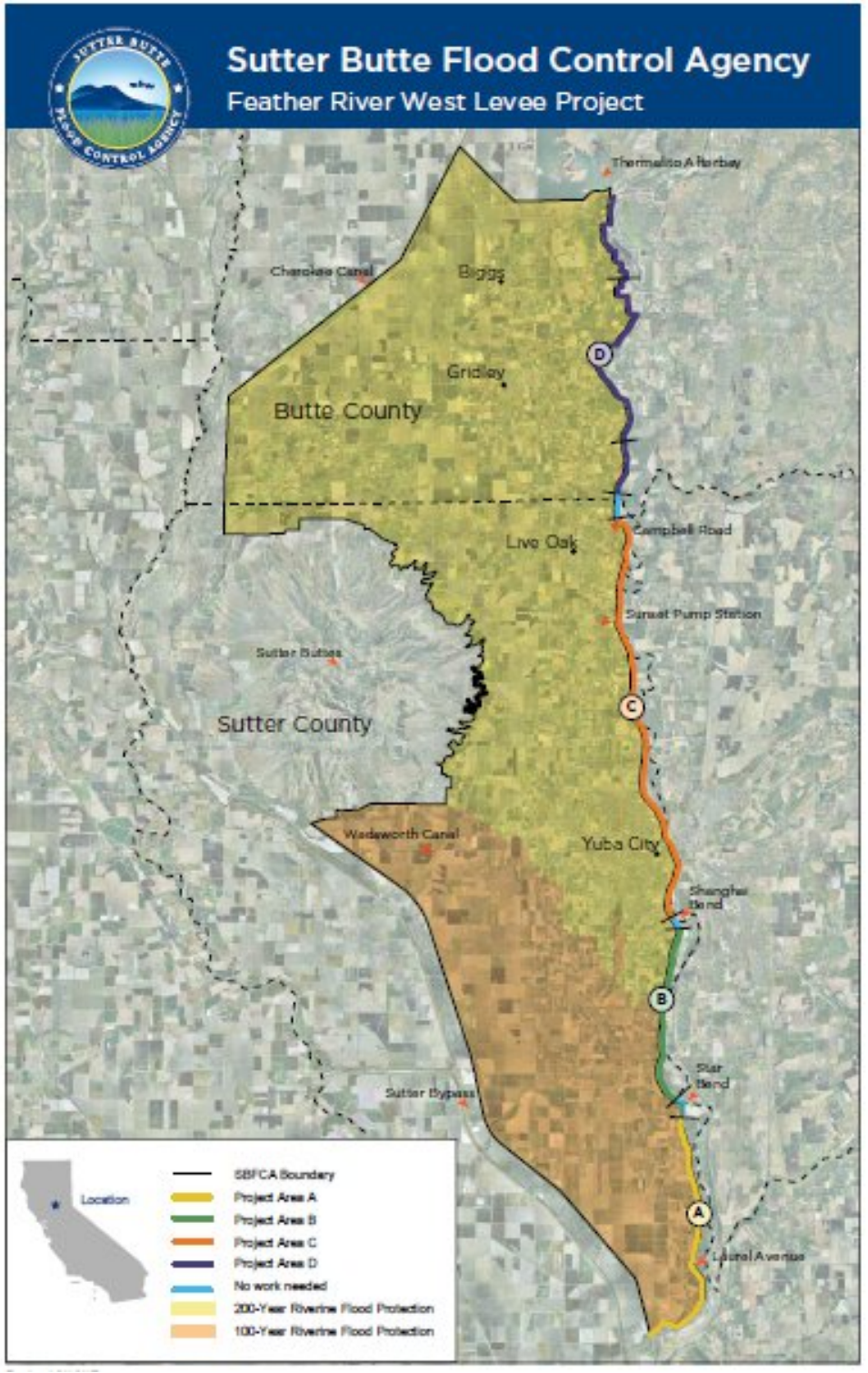


SBFCA VISION

Vibrant communities and rural areas that are protected from the consequences of catastrophic, riverine flooding

SBFCA GOALS

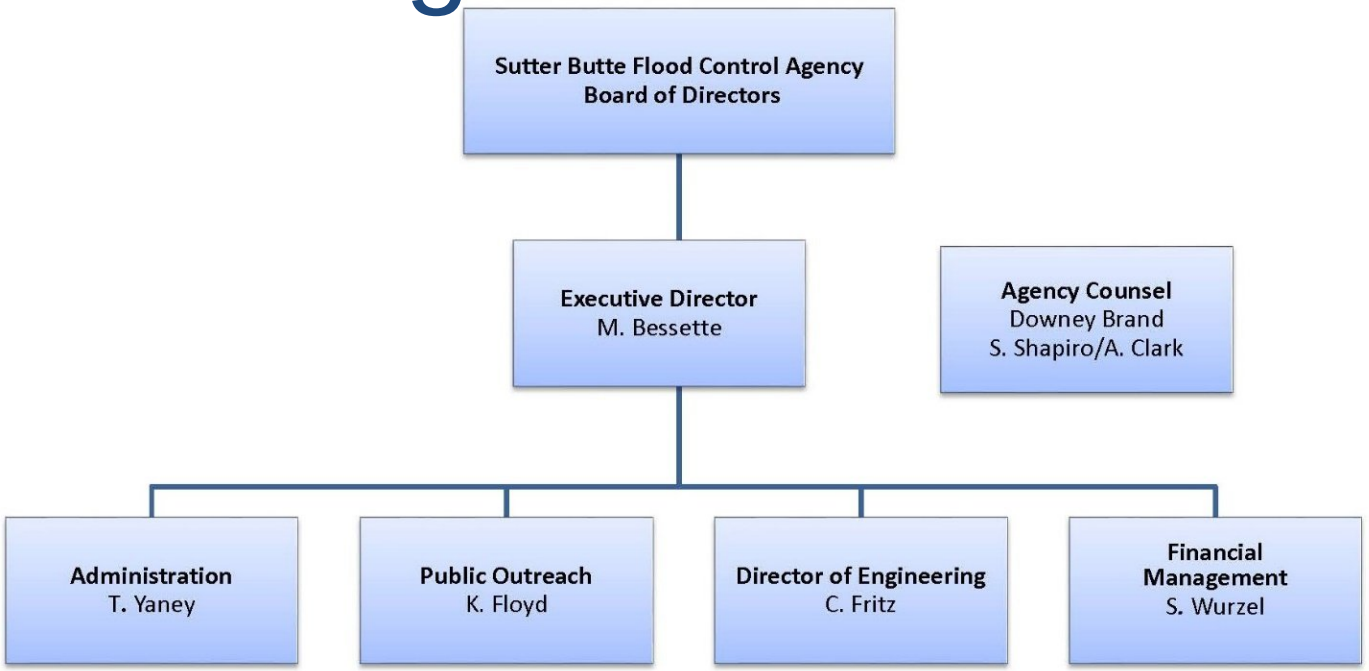
- 200-yr protection for urban areas
- 100-yr protection or equivalent for rural, southern portion of basin



Program Approach

- SBFCA lead agency for levee rehabilitation
- Work accomplished through parallel efforts:
  - Construction in advance of Corps via State/local funding
  - Collaboration with Corps Civil Works Program
- Strategic Plan (2016, 2018, new update in 2021)

Organization



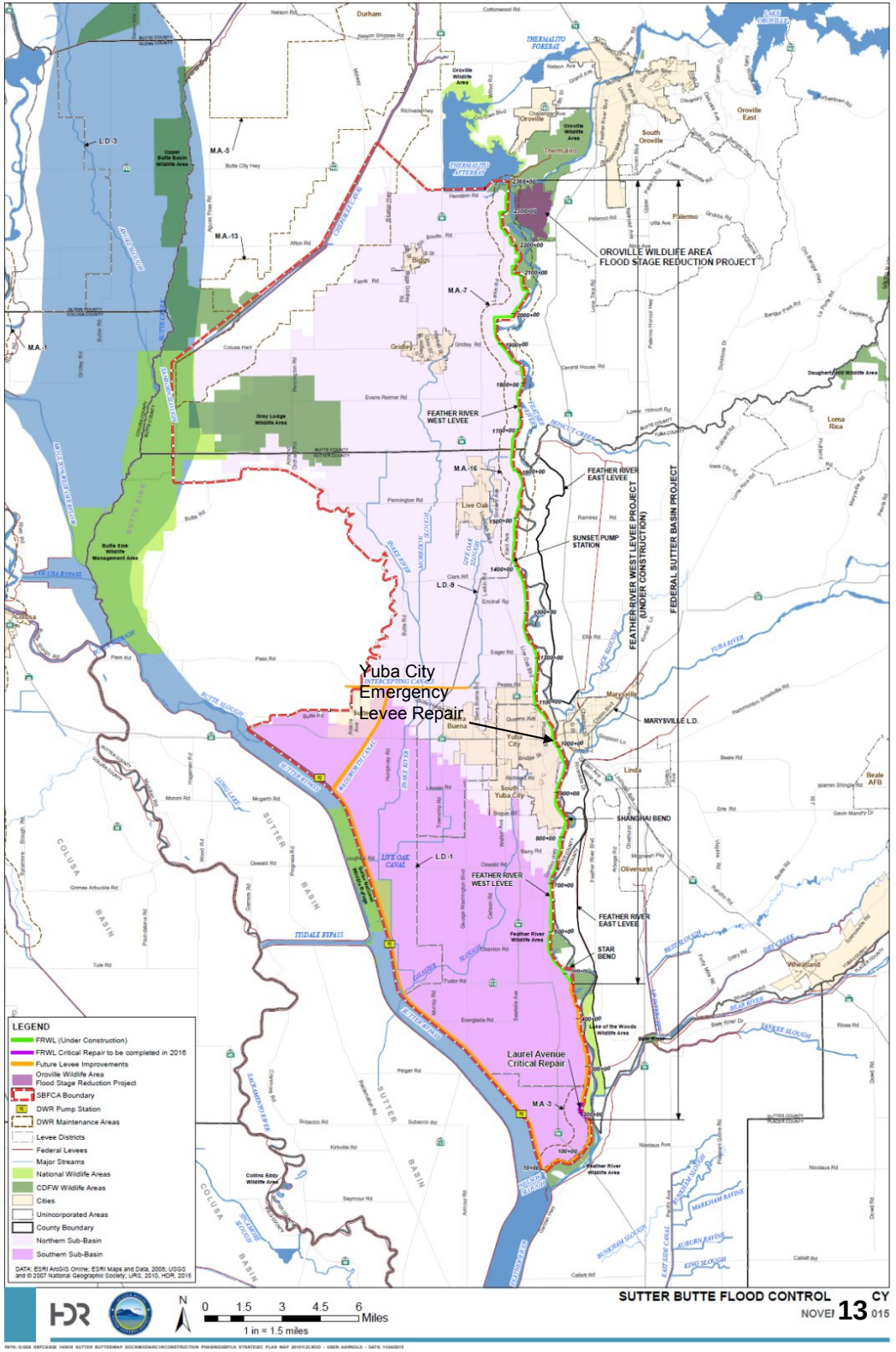
Projects

SBFCA

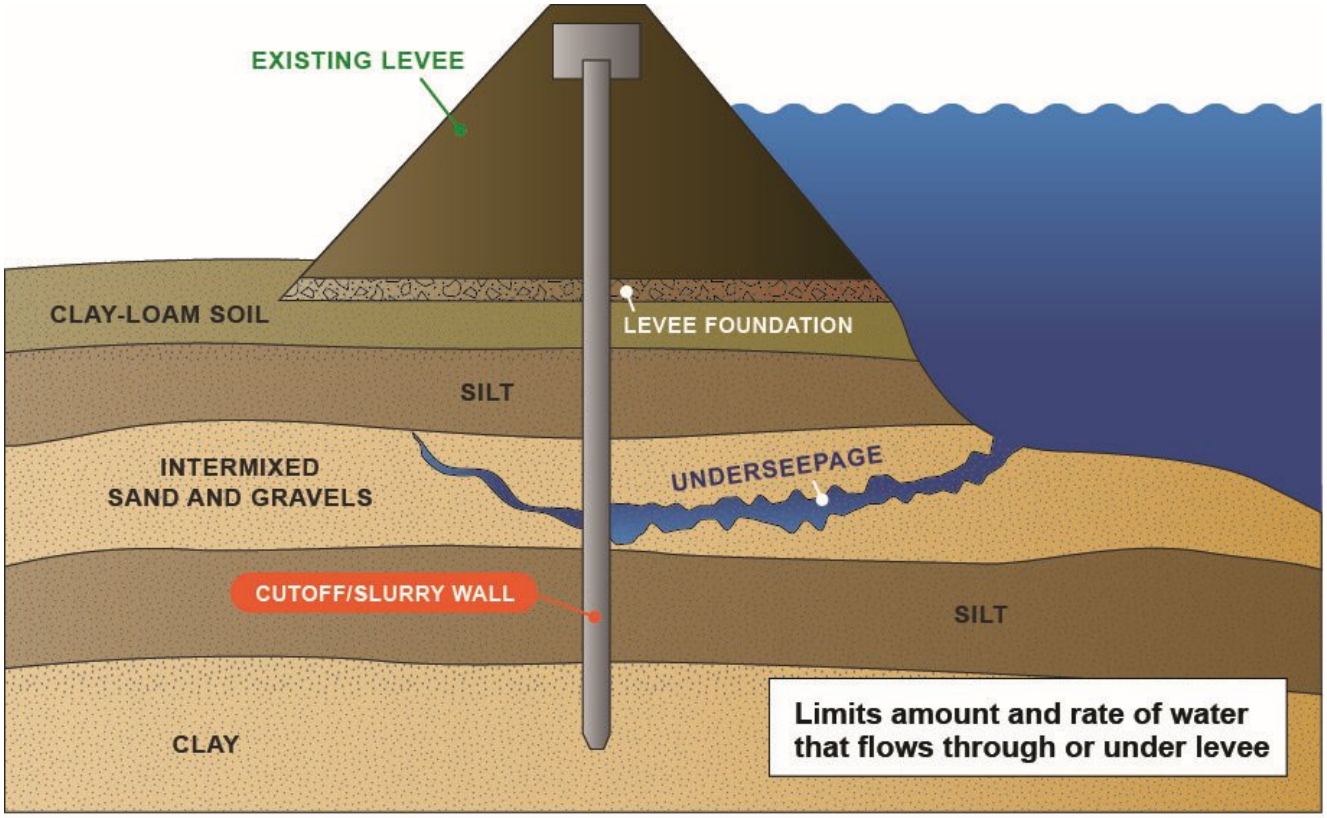
- Feather River West Levee Project (mostly complete)
- Oroville Wildlife Area Flood Stage Reduction (mostly complete)
- Yuba City Emergency Levee Repair (complete)
- Laurel Avenue Critical Levee Repair (complete)
- 2017 Flood fights (complete)

State and federal

- DWR 2017 Flood fights
- Federal PL84-99 Erosion Repair (complete), **2 additional projects**
- **Federal Sutter Basin Flood Risk Management Project**



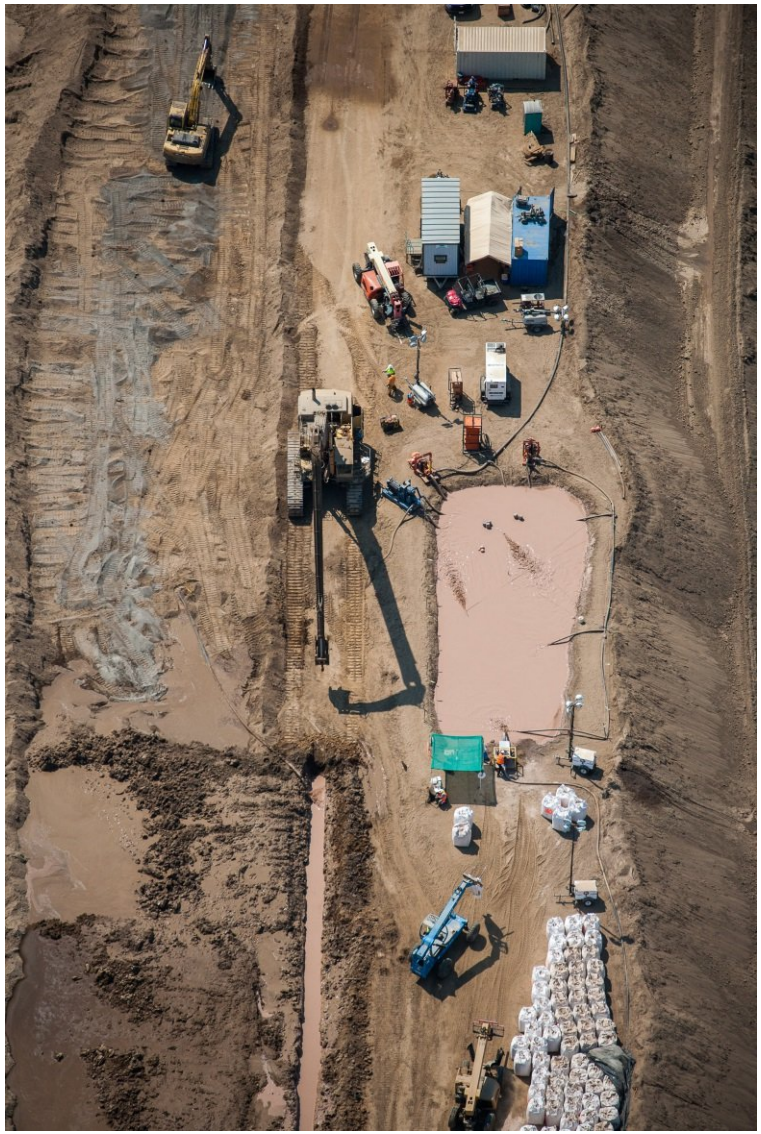
Primary Repair Method for Through-seepage and Deep Under-seepage





SLURRY WALL

FRWLP Time and Money



- Design and Construction Cost: $331 million
- Begin Final Design: 2011
- Construction: 2013 – 2017 (closeout items 2018-2021)
- 35 miles of repair/improvements, plus 1 mile critical repair at Laurel Avenue, and 3 miles of Emergency Yuba City Repair



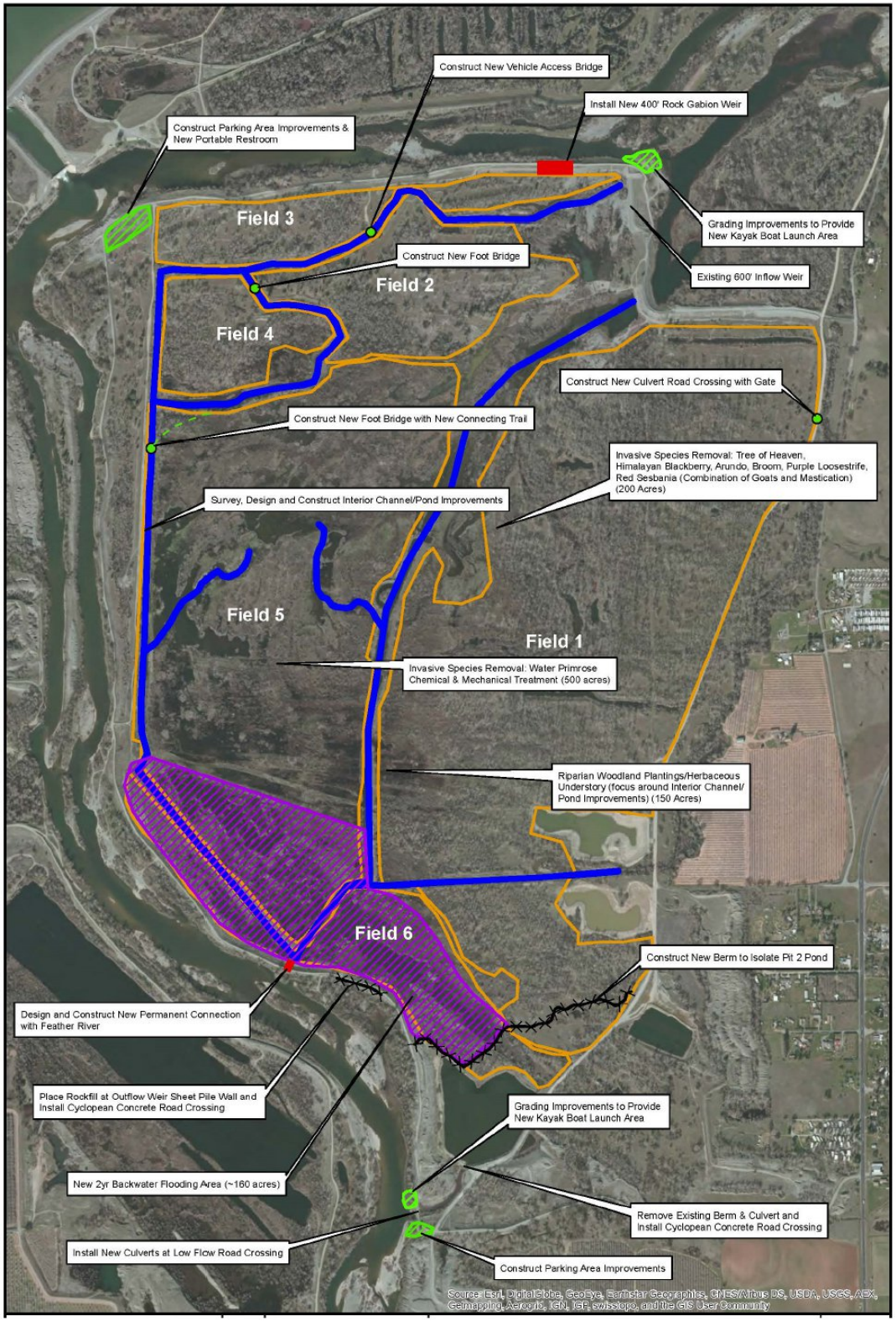


SLURRY WALL: CONVENTIONAL METHOD



Slurry Wall: Deep Mixing Method



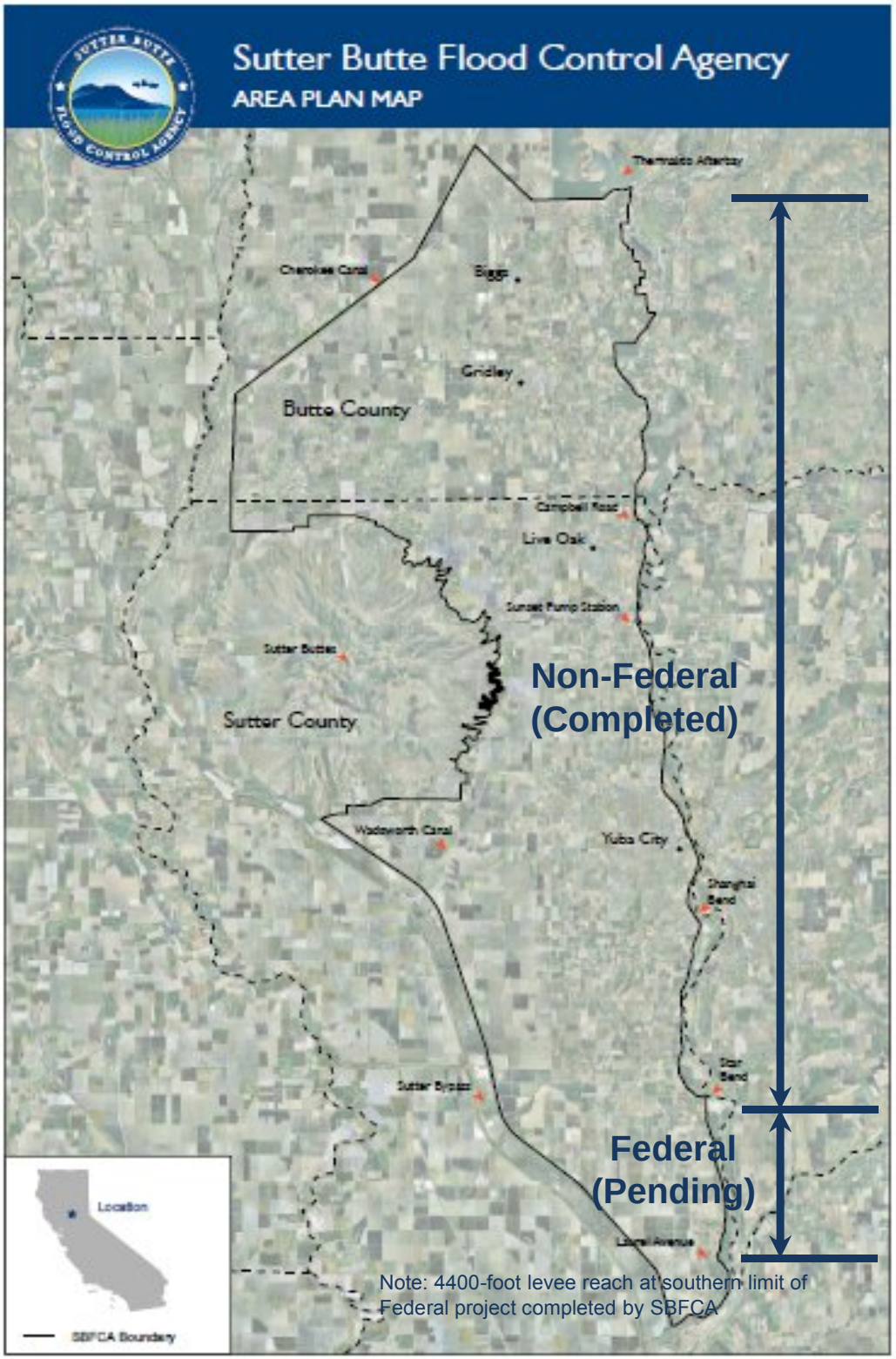


Oroville Wildlife Area Flood Stage Reduction Project

- Multi-Benefit: flood control, eco-restoration, recreation, O&M
- 1,500 acres
- $25M cost
- Construction start August 2018, completion 2020

- New WCB & CDFW Grant applications submitted for Robinson's Riffle Restoration Project

Sutter Basin Flood Risk Management Project (Federal Project)



- Nearly complete federal project
- Federal process concurrent with construction
- Authorized in 2014 and 2016
- Appropriated in June 2018
- $77 million Corps cost estimate
- **Construction by USACE (2019 - 2020)**
- **Project certification by SBFCA**

ADDITIONAL ACTIVITIES

- FRWLP Closeout Items:
  - OMRR&R Manuals/Assurances
  - Cleanup Contracts
  - O&M turnover to LMA's
  - Right of Way
  - Environmental mitigation
  - Encroachment permits
- 200-year certification (SB 5)
- FEMA remapping (Butte County, Sutter County)
- DWR Small Communities Grants (Sutter Bypass)
- Regional Flood Management Planning
- Sediment Removal Proj. (Live Oak, Yuba City)



QUESTIONS?



LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: June 2, 2021

Title: City Council Meeting Minutes

Contact Information: (Clarissa Menchaca, City Clerk)

Recommendation: Approve the May 19, 2021 City Council Regular Meeting minutes.

Attachments:

Minutes

LIVE OAK CITY COUNCIL

MINUTES
MAY 19, 2021
6:00 PM

The Live Oak City Council conducted this meeting in accordance with Governor Newsom's Executive Orders N-25-20 and N-29-20.

CALL TO ORDER

Meeting called to order by Mayor Hernandez at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:02 pm.

ROLL CALL

Appeared via teleconference: Councilmembers Ghag, Woten, Vice Mayor Santana, and Mayor Hernandez

Absent: Councilmember Thiara

Clerk's Note: Councilmember Thiara appeared via teleconference at 6:11 pm.

PLEDGE OF ALLEGIANCE AND INVOCATION

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

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

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

PUBLIC COMMENT

The following member of the public addressed the Council: Jeramy Chapdelaine.

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 2 WHICH WAS PULLED FOR FURTHER DISCUSSION.
(MOTION: HERNANDEZ; SECOND: SANTANA)

VOTE: MOTION PASSED 3-1-1
AYES: COUNCILMEMBER WOTEN, VICE MAYOR SANTANA, AND MAYOR HERNANDEZ
NOES: COUNCILMEMBER GHAG
ABSENT: COUNCILMEMBER THIARA

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk

Council action: May 5, 2021 City Council Regular Meeting minutes approved.

2. Extension of Professional Services Agreement with Eide Bailly LLP for Accounting and Consulting Services
Aaron Palmer, City Manager

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

BUSINESS ITEMS

3. Proposed Operating Budget for Fiscal Year 2021-22
Joe Aguilar, Finance Director

James Ramsey, Eide Bailly, provided a report for the Council.

Aaron Palmer, City Manager, addressed questions from the Council.

Public Comment was opened and closed without any speakers.

Council action: Proposed operating budget for Fiscal Year 2021-22 received and filed.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

2. Extension of Professional Services Agreement with Eide Bailly LLP for Accounting and Consulting Services
Aaron Palmer, City Manager

Aaron Palmer, City Manager, addressed questions from the Council.

Nicole Rosser, City Attorney, addressed questions from the Council.

MOTION: AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH EIDE BAILLY LLP FOR PROVIDING ACCOUNTING AND CONSULTING SERVICES.
(MOTION: WOTEN; SECOND: SANTANA)

VOTE: MOTION PASSED 3-2
AYES: COUNCILMEMBER WOTEN, VICE MAYOR SANTANA, AND MAYOR HERNANDEZ
NOES: COUNCILMEMBERS THIARA AND GHAG

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

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

COUNCILMEMBER COMMENTS (WRITTEN ONLY)

Councilmember Ghag highlighted the annual Clean-Up Day.

Mayor Hernandez announced his resignation as Mayor and Council Member effective May 31, 2021.

Councilmember Ghag, Vice Mayor Santana, Councilmember Woten, and Councilmember Thiara congratulated Mayor Hernandez and thanked him for his service to the City.

ADJOURNMENT

Adjourned the meeting at 7:03 pm.

_____
Luis Hernandez, Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: June 2, 2021

Title: Amendment to Recology Yuba-Sutter Collection Service Agreement and Resolution

Contact Information: (Aaron Palmer, City Manager)

Location: City Wide

Background: In 2018 the City of Live Oak, along with the other participating agencies of the Regional Waste Management Authority entered into agreements with Recology Yuba-Sutter for collection services. In 2019, an amendment to the agreement was created and the Participating Member Agencies (PMA's) were to have adopted resolutions approving the amendment and executing the amendment. While all of the PMA's agreed, several have failed to adopt their resolutions or fully execute their amendments.

Recology Yuba-Sutter has been providing services as per the amendment, but until all PMA's fully adopt their resolutions and execute their amendment it is not fully in effect. Recology Yuba-Sutter has asked the City of Live Oak, along with other jurisdictions to submit the signed resolutions and fully executed amendments.

Staff has researched why our task was not completed. It appears that the requests were made of the City during the time period that Council was recruiting and appointing an interim, and then permanent City Manager in the spring of 2019. During the transition between City Managers it appears the requested documents were overlooked.

Included in the staff report for your review are the current Collection Services Agreement, approved in September of 2018, as well as the Resolution and Collection Services Agreement Amendment as Attachment A to the resolution.

Fiscal Impacts: Additional services to be provided at no charge to the City per the amendment, no increased fees included in the amendment.

Recommendation: Adopt resolution and authorize the Mayor or his designee to sign the amendment to the Recology Yuba-Sutter Collection Service Agreement.

Attachments:

Collection Services Agreement
Resolution Complete with Attachment

COLLECTION SERVICE AGREEMENT

Executed Between the

City of Live Oak

and

Recology Yuba-Sutter

This 19th day of September, 2018

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EXHIBITS

A. Maximum Service Rates
B. Maximum Service Rate Adjustments
C. Public Education Plan
D. CITY Services
E. Approved Subcontractors

This Agreement made and entered into this 19th day of September, 2018, by and between the CITY of Live Oak, State of California, hereinafter referred to as "CITY" and Recology Yuba-Sutter, a California corporation, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Collection within their jurisdiction; and,

WHEREAS; the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act and subsequent related legislation including, but not limited to AB 341, AB 1594, AB 1826, and SB 1383, directed the responsible State agency and all local agencies to promote Diversion and to maximize the use of feasible Solid Waste reduction, reuse, Recycling, and Composting options in order to reduce the amount of Solid Waste that must be Disposed; and,

WHEREAS; CONTRACTOR is a private enterprise involved in the solid waste industry, experienced in, and capable of providing the CITY with Solid Waste handling services including but not necessarily limited to Source Reduction, Recycling and Composting activities in conjunction with the Collection, transfer, Processing and Disposal of Solid Waste; and,

WHEREAS; pursuant to California Public Resources Code Section 40059(a) as may be amended from time to time, the CITY has determined that the public health, safety, and well-being require an exclusive agreement to provide Collection Services and other services related to meeting the State's Diversion goals and other requirements of AB 939, without competitive bidding except for Collection of materials excluded in the CITY Municipal Code; and,

WHEREAS; the CITY further declares its intent to approve and maintain the Maximum Service Rates for the Collection, transportation, Processing, Recycling, Composting, and/or Disposal of Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, Construction and Demolition Debris and Sludge; and,

WHEREAS, the CITY and CONTRACTOR declare they have engaged in bona fide negotiations and have reached an agreement regarding the Franchise Fee CONTRACTOR shall pay CITY for the exclusive Franchise granted by CITY to CONTRACTOR; and,

WHEREAS; the CITY desires, having determined that CONTRACTOR, by demonstrated experience, reputation and capacity is qualified to provide for both the Collection of Recyclable Materials, Organic Materials, and Solid Waste within the corporate limits of the CITY and the transportation of such material to appropriate places of Processing, Recycling, Composting, and/or Disposal, that CONTRACTOR be engaged to perform such services on the basis set forth in this Agreement; and,

WHEREAS; the Parties hereto desire to enter into a wholly exclusive agreement for the provision of Collection Services except for those limitations specified in this Agreement; and,

WHEREAS; the CITY and CONTRACTOR have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions; and,

WHEREAS, the CITY believes this agreement represents a high degree of service and value to the residents, businesses, and the CITY, and will help the CITY achieve the waste, recycling and organics diversion mandates, goals and objectives of the State in support of AB939, AB 341, AB 1594, AB 1826 and SB 1383; and,

WHEREAS; this Agreement has been developed by and is satisfactory to the CITY and the CONTRACTOR.

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein, the CITY and CONTRACTOR hereby agree as hereinafter set forth:

ARTICLE 1: DEFINITIONS

For the purpose of this Collection Service Agreement, hereinafter referred to as "Agreement," the following words and phrases shall have the following meanings respectively ascribed to them by this Article and shall be capitalized throughout this Agreement: If a word or phrase is not defined in this Agreement, the definition of such word or phrase as contained in the CITY Municipal Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

1.1 "AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statues of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time.

1.2 "AB 1594" means the 2014 act to amend Sections 40507 and 41781.3 of the Public Resources Code, relating to solid waste (Chapter 719, Statutes of 2014 [Williams, AB 1594], also commonly referred to as "AB 1594", as amended, supplemented, superseded, and replaced from time to time.

1.3 "AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

1.4 "Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

1.5 "Affiliate" means a Person which is related to CONTRACTOR by virtue of direct or indirect controlling interest or common management. An Affiliate includes a Person in which CONTRACTOR owns a direct or indirect controlling interest, a Person which has a direct or indirect controlling interest in CONTRACTOR and/or a Person which is also controlled or managed by any Person or individual which has a direct or indirect controlling interest in CONTRACTOR.

1.6 "Agreement" means this Agreement between the CITY and CONTRACTOR, including all exhibits, and any future amendments hereto.

1.7 "Agreement Year" means each twelve (12) month period from October 1 to September 30, beginning October 1, 2018.

1.8 "Alternative Daily Cover" or "ADC" means materials, including, but not limited to, Green Waste, Sludge and wood waste from C&D placed on the surface of the active face of the refuse fill area at the end of each operating Day to control vectors, fires, odor, blowing litter and scavenging, as defined in Section 20164 of Title 14 of the California Code of Regulations. ADC includes all approved waste-derived and non-waste-derived material types as defined in Section 20690b.

1.9 "Annual Average" means the sum of the published index values of a specific index for a given 12-month period divided by twelve (12) (in the case of indices published monthly), six (6) (in the case of indices published bi-monthly), or four (4) (in the case of indices published quarterly).

1.10 "Applicable Law" means all federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, transportation, Processing or Disposal of Discarded Materials that are currently in force and as may be enacted, issued or amended during the Term of this Agreement.

1.11 "Approved Disposal Facility" means the Ostrom Road Landfill located at 5900 Ostrom Road, Live Oak, CA, or such place or places specifically designated by the CONTRACTOR and approved by the Participating Member Agencies, or specifically designated by the Participating Member Agencies, for the Disposal or Processing, as appropriate, of Solid Waste and other materials Collected under the terms of this Agreement.

1.12 "Approved Facility(ies)" means any one of or any combination of the: Approved Disposal Facility; Approved Organic Materials Processing Facility; Approved Materials Recovery Facility; and/or Approved Transfer Station.

1.13 "Approved Organic Materials Processing Facility" means the Feather River Organics facility located at 3001 North Levee Road, Marysville, CA, or 5900 Ostrom Road, Wheatland, CA, or any other facility selected by the CONTRACTOR and approved by the Participating Member Agencies, or specifically designated by the Participating Member Agencies, which is designed, operated and legally permitted for the purpose of receiving and Processing Organic Materials.

1.14 "Approved Materials Recovery Facility or Approved MRF" means the Recology Yuba-Sutter Materials Recovery Facility (MRF) located at 3001 North Levee Road, Marysville, CA, or any other facility selected by the CONTRACTOR and approved by the Participating Member Agencies, or specifically designated by the Participating Member Agencies, designed, operated, and legally permitted for the purpose of receiving, sorting, Processing, storing, or preparing Recyclable Materials and cardboard, scrap metal, wood, asphalt, concrete, and other inert materials for sale.

1.15 "Approved Transfer Station" means the Recology Yuba-Sutter Transfer Station located at 3001 North Levee Road, Marysville, CA, or any other facility selected by the CONTRACTOR and approved by the Participating Member Agencies, or specifically designated by the Participating Member Agencies, designed, operated, and legally permitted for the purpose of receiving and transferring Solid Waste and/or Construction and Demolition Debris.

1.16 "Bin" means a metal or plastic container, with a capacity of one (1) cubic yard up to, and including, eight (8) cubic yards, designed or intended to be mechanically dumped into a loader packer type truck that is approved for such purpose by the CITY. Bins may also include Compactors that are owned by the Multi-Family Dwelling (MFD) or Commercial Service Customer wherein the MFD or Commercial Collection Service occurs.

1.17 "Bulky Item(s)" means discarded appliances, furniture, tires, carpets, mattresses, and similar large items that require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. The maximum weight and dimensions of Bulky Items shall be as directed by CONTRACTOR but shall not be less than two (2) cubic yards per Collection. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, the CITY shall be

responsible to determine whether said definition shall apply. Bulky Items do not include items herein defined as Exempt Waste or Construction and Demolition Debris.

1.18 "Bulky Item Collection Service" means the periodic on-call Collection of Bulky Items by the CONTRACTOR in the Service Area and the delivery of those Bulky Items to the Approved Facility.

1.19 "Business Days" mean Days during which the CITY's offices are open to do business with the public.

1.20 "CalRecycle" means the California Department of Resources Recycling and Recovery or its successor.

1.21 "Cart" means a heavy plastic receptacle with a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged, tight-fitting lid and wheels, that is approved by the Contract Administrator for use by Service Recipients for Collection Services under this Agreement.

1.22 "Change in Law" means any of the following events or conditions:

a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or,

b. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the CITY or of the CONTRACTOR, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

Change in Law does not include provisions related to the Recology Yuba-Sutter Landfill in Marysville or any of the Approved Facilities.

1.23 "CITY" means the City of Live Oak, California.

1.24 "CITY Clean-up Service" means the Collection of Solid Waste, Recyclable Materials, U-Waste, Organic Materials, and Bulky Items by the CONTRACTOR resulting from written or verbal requests from the CITY for temporary clean-up programs at a centralized Collection site. Such service shall include the provision of Bins or Drop Boxes by the CONTRACTOR and the transport and delivery of the Collected materials to the appropriate Approved Facility(ies).

1.25 "CITY Container Service" means the Collection of Solid Waste and Recyclable Materials from public litter containers distributed and maintained by the CITY or the Yuba-Sutter Transit Authority and the transport and delivery of the Collected materials to the appropriate Approved Facility(ies).

1.26 "CITY Self-Haul Service" means the transport of Solid Waste, Recyclable Materials, Organic Materials, Bulky Items and C&D self-hauled by CITY employees in CITY vehicles to the Approved Transfer Station, Approved Materials Recovery Facility, Approved Organic Materials Processing Facility, or Approved Disposal Facility.

1.27 "CITY Service Unit" means those CITY properties or CITY locations which the Contract Administrator requests that CONTRACTOR provide services as provided in this Agreement.

1.28 "CITY Waste" means Solid Waste, Recyclable Materials, Organic Materials, and Bulky Items generated at a CITY Service Unit. CITY Waste must be generated by and at the CITY Service Unit wherein the CITY Waste is Collected and does not include items defined herein as Exempt Waste.

1.29 "Collect" or Collection (or any variation thereof)" means the CONTRACTOR taking physical possession of, and removing Discarded Materials, whether by manual, semi-automated or automated means, and transporting such materials to the appropriate Approved Facility, pursuant to this Agreement.

1.30 "Collection Services" means those services provided to CITY Service Units, Commercial Service Units, MFD Service units, and SFD Service units as set forth in Article 5 of this Agreement.

1.31 "Commercial Service Work Day" means any Day Monday through Sunday.

1.32 "Commencement Date" means the date specified in Section 3.1 when the CONTRACTOR is to begin providing Collection and related services required by this Agreement.

1.33 "Commercial or Commercial Service Unit" means all retail, professional, office, wholesale and industrial facilities, organizations, agencies other than CITY agencies, and other commercial enterprises offering goods or services to the public excluding businesses conducted at any Residential Property.

1.34 "Commercial Waste" means Solid Waste, Recyclable Materials, Organic Materials, and Bulky Items generated at a Commercial Service Unit. Commercial Waste must be generated by and at the Commercial Service Unit wherein the Commercial Waste is Collected and does not include items defined herein as Exempt Waste.

1.35 "Compactor" means a mechanical apparatus that compresses materials together within the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard Bin Compactors serviced by front-end loader Collection vehicles and ten (10) to fifty (50) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles.

1.36 "Compost" means the resulting material from Composting.

1.37 "Composting" means the controlled or uncontrolled biological decomposition of organic constituents such that the resulting material meets the maximum acceptable metal concentration limits specified in Section 17868.2 and pathogen reduction requirements specified in Section 17868.3 of Title 14, California Code of Regulations Chapter 3.1.

1.38 "Construction and Demolition Debris (C&D)" means materials resulting from construction, renovation, remodeling, repair, or demolition operations relating to or resulting from a building, structure, pavement or other improvement, including concrete, brick, bituminous concrete, rubble, wood and masonry, composition roofing and roofing paper, steel, and other metals such as copper. "Construction and Demolition Debris" or "C&D" also includes rocks, soils, tree remains, and other Green Waste which results from land clearing or land development operations in preparation for construction. "Construction and Demolition Debris" or "C&D" do not include Exempt Waste.

1.39 "Container" means Bins, Carts, Compactors, and Drop Boxes.

1.40 "Contamination (or any variation thereof)" means the inclusion in a Container of Exempt Waste of any amount; or materials other than Organic Materials in an Organic Materials Container, or materials other than Recyclable Materials in a Recyclable Materials Container, which render more than ten percent (10%) of the contents of the Container materially unsuitable for the intended type of Diversion.

1.41 "CONTRACTOR" means Recology Yuba-Sutter, a California corporation.

1.42 "Contract Administrator" means that Person, or their designee, designated by the CITY to administer and monitor the provisions of this Agreement.

1.43 "CONTRACTOR's Proposal" means those portions of the proposal submitted to the CITY by CONTRACTOR on February 16, 2018 for provision of Collection Services and certain supplemental written materials, which are included as Exhibit C to this Agreement and are incorporated by reference.

1.44 "Covered Electronic Waste (CEW)" means discarded electronic devices that the California Department of Toxic Substances Control (DTSC) has determined to be a covered electronic device, as specified by Section 42463(f) of the California Public Resources Code. CEWs include cathode ray tube (CRT) devices (including televisions and computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD televisions; plasma televisions; portable DVD players with LCD screens; and other electronic devices as may be added by the DTSC from time to time.

1.45 "Customer" means the Person whom the CONTRACTOR submits its billing invoice to and collects payment from for Collection Services provided to a Premises. The Customer is not necessarily the owner of the Premises and may be the Person who occupies the Premises, the owner of the Premises or the company that manages the Premises.

1.46 "Day" means calendar day unless otherwise specified in this Agreement.

1.47 "Drop Box" means Containers with a typical capacity of eight (8) to forty (40) cubic yards that are serviced by a roll-off Collection vehicle.

1.48 "Discarded Materials" means Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D placed by a Generator in a Container and/or at a location for the purposes of Collection by CONTRACTOR, excluding Exempt Waste.

1.49 "Disposal or Dispose (or any variation thereof)" means the ultimate disposition of Solid Waste or Residue.

1.50 "Diversion (or any variation thereof)" means activities which reduce or eliminate the amount of Solid Waste to be Disposed including, but not limited to, reuse, Recycling, and Composting.

1.51 "Dwelling Unit" means any individual living unit in a Single-Family Dwelling or Multi-Family Dwelling structure or building intended for, or capable of being utilized for, Residential living other than a hotel or motel.

1.52 "Effective Date" means the date on which this Agreement becomes effective pursuant to Section 3.6.

1.53 "E-Waste" means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

1.54 "Exempt Waste" means Hazardous Substances, Hazardous Waste, Infectious Waste, Sludge, volatile, corrosive, biomedical, infectious, and toxic substances or material, waste that CONTRACTOR reasonably believes would, as a result of or upon Disposal, be a violation of local, State or federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in CONTRACTOR's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose CONTRACTOR or CITY to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Solid Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.55 "Fixed Body Vehicle" means any wheeled vehicle that does not rely on a Drop Box Container or other detachable container to Collect, contain, and transport material. Dump trucks shall be considered Fixed Body Vehicles.

1.56 "Food Waste" means Solid Waste that will decompose and/or putrefy including: (i) all kitchen and table food scraps; (ii) animal, fruit, grain, dairy, fish, or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs; (iii) non-recyclable paper or discarded paper that is contaminated with food scraps and is ink-free; and, (iv) houseplant trimmings and other compostable organic waste common to the occupancy of Residential Dwelling Units. Food Waste must have been Source Separated, and generated by and at the Service Unit where it is Collected. Food Waste does not include Exempt Waste. Food Waste is a subset of Organic Materials.

1.57 "Franchise" means the special rights and privileges granted by the CITY to CONTRACTOR under this Agreement to operate as an exclusive enterprise for Collection Services in the Service Area and to use the public rights of way for such purpose.

1.58 "Franchise Fee" means the fee established through an arm's length negotiation by and between the CITY and CONTRACTOR, which, among other things, is intended to offset the CITY's expenses in administering this Agreement, to fund other waste management activities, for CONTRACTOR'S use of public property and rights-of-way granted by this Agreement, and to compensate the CITY for damages to its infrastructure resulting from CONTRACTOR's exercise of its rights under the exclusive Franchise. "Franchise Fee" does not include any fee within the meaning of Public Resources Code Section 41901 or within the scope of Government Code Section 66016.

1.59 "Garbage" means all putrescible waste which generally includes, but is not limited to, kitchen and table Food Waste, animal, vegetative, food, or any other waste that is attendant with, or results from the

storage, preparation, cooking, or handling of food materials generated at a Service Unit. Garbage must be generated by and at the Service Unit wherein the Garbage is Collected. Garbage does not include those items defined herein as Exempt Waste.

1.60 "Generator" means any Person whose act or process produces Discarded Materials as defined in the Public Resources Code, or whose act first causes any of these items to become subject to regulation.

1.61 "Green Waste" means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter which has been Source Separated by the Customer and set out for Organic Materials Collection and which except for such Source Separation and set out would have been Processed or Disposed of as Solid Waste. Green Waste includes plant debris, such as palm, yucca and cactus, ivy, grass clippings, leaves, pruning, weeds, branches, brush, holiday trees (without stands, flocking or ornamentation), and other forms of vegetative waste and must be generated by and at the Service Unit wherein the Green Waste is Collected. Green Waste does not include items herein defined as Exempt Waste. Green Waste is a subset of Organic Materials.

1.62 "Gross Billings" means total amount invoiced to Customers by the CONTRACTOR for the provision of services pursuant to this Agreement, without any deductions. Gross Billings do not include revenues from the sale of Recyclable Materials or from related CRV payments. .

1.63 "Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances" or hazardous material, Hazardous Waste, toxic waste, pollutant, or toxic substances or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Law, 49 USC §5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products and by-products.

1.64 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

1.65 "Holidays" shall mean the observed holiday for Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

1.66 "Home-Generated Sharps" means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications derived from a Residential Property.

1.67 "Household Batteries" mean disposable or rechargeable dry cells such as those referred to as A, AA, AAA, B, C, D, 9-volt, button type or those from laptop computers or cell phones, and commonly used as power sources for consumer electronics devices, including but not limited to zinc oxide, nickel metal hydride, alkaline, mercury, silver oxide, lithium, lithium ion, and carbon zinc, but excluding automotive lead acid batteries.

1.68 "Household Hazardous Waste (HHW)" means Hazardous Waste generated at an SFD or MFD Residential Premises within the CITY. HHW includes, but is not limited to: paint, stain, varnish, thinner, adhesives, automobile products such as old fuel, batteries, Household Batteries, fluorescent bulbs and tubes, cleaners and sprays, and pesticides, fertilizers, and other garden products.

1.69 "Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

1.70 "Liquidated Damages" means the amounts due by CONTRACTOR for failure to meet specific quantifiable standards of performance as described in Section 12.6.

1.71 "Maximum Service Rates" means those rates and fees that are approved by the CITY for the provision of Collection Services and are contained in Exhibit A. Maximum Service Rates may be adjusted during the Term of this Agreement in the manner set forth herein.

1.72 "Member Agency(ies)" means the CITY and any other City or County in the Regional Waste Management Authority (RWMA), a joint powers authority.

1.73 "MFD Waste" means Solid Waste, Organic Materials, Recyclable Materials, and Bulky Items generated at an MFD Service Unit. MFD Waste must be generated by and at the MFD Service Unit wherein the MFD Waste is Collected and does not include items defined herein as Exempt Waste.

1.74 "Multi-Family, Multi-Family Dwelling (MFD), or Multi-Family Service Unit" means any Residential Premises, other than a Single-Family Premises, with five (5) or more Dwelling Units used for Residential purposes (regardless of whether residence therein is temporary or permanent) that receive centralized Collection Service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in townhomes, mobile homes, condominiums, or other structures with five (5) or more Dwelling Units who elect to receive individual service and are billed separately shall not be considered Multi-Family unless and until that Customer elects to receive combined service and/or billing.

1.75 "Non-Collection Notice" means a form, as approved in advance by CITY, used to notify Service Recipient(s) of the reason for the non-Collection of materials set out by the Service Recipient for Collection by CONTRACTOR pursuant to this Agreement.

1.76 "Organic Materials" means Green Waste and, to the extent any of the following materials are accepted into the appropriate CITY Collection program by amendment of this Agreement, or are required

to be added to the appropriate CITY Collection program as a result of a Change in Law, Food Waste, food-soiled paper products and/or those materials designated from time to time in CITY or State legislation for Collection and Recycling under this Agreement. Notwithstanding the preceding sentence, if CITY requests that CONTRACTOR provide for the inclusion of Food Waste as part of mandatory SFD Organic Materials Collection Services, with Collection in the same Container as Green Waste, then upon implementation of that request, "Organic Materials" shall automatically and without amendment of this Agreement be deemed to refer to commingled Green Waste and Food Waste with respect to SFDs. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.

1.77 "Party or "Parties" means the CITY and CONTRACTOR, individually or together.

1.78 "Participating Member Agency(ies)" means all Member Agencies with the exception of Yuba City. References herein to any approval, direction, action, etc. by the Participating Member Agencies means that such approval, direction, action, etc. was agreed to by all Participating Member Agencies that entered into substantially similar agreements to this one (i.e., Yuba and Sutter Counties, and the Cities of Marysville, Live Oak, and Wheatland).

1.79 "Person(s)" means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

1.80 "Premises" means any land or building in the Service Area where Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, or C&D are generated or accumulated.

1.81 "Processing" means to sort, separate, prepare, treat, bale or otherwise package, Compost, cure, or to take other steps necessary to re-use materials at the Approved Facilities, or to remanufacture, reconstitute, and or create new products from Discarded Materials. Processing includes reuse, Recycling and Composting.

1.82 "Recyclable Materials" means those materials which are capable of being Recycled and which have been Source Separated by the Customer and which except for such Source Separation would otherwise be Processed or Disposed of as Solid Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Solid Waste, Organic Materials, or C&D. Recyclable Materials shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes); chipboard; corrugated cardboard; glass containers, all colors; aluminum (including beverage containers, foil, food containers, small pieces of scrap metal); scrap metal weighing less than ten (10) pounds (without cords or chains and fitting into the Container); steel, tin or bi-metal cans; plastic containers, (numbers 1 to 7) and in addition those materials added or removed by the CONTRACTOR from time to time, subject to CITY approval, which shall not to be unreasonably withheld. Recyclable Materials exclude Exempt Waste.

1.83 "Recycle or Recycling" means the process of sorting, cleansing, treating and reconstituting materials that would otherwise be Disposed of in a landfill, and returning them to the economic

mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

1.84 "Regional Waste Management Authority (RWMA)" means a joint powers authority formed for the purpose of providing reliable, economical, integrated, and environmentally sound waste management services to all of the residents of the region including the unincorporated areas of Sutter and Yuba Counties and the areas embraced within the corporate limits of Live Oak, Marysville, Wheatland, and Yuba City as may be amended, or the successor agency in the event the current agency is replaced.

1.85 "Residential or Residential Property" means on, of or pertaining to a Single-Family Premises or Multi-Family Premises, irrespective of whether such Premises are rental units or owner-occupied, or whether Commercial activities are conducted thereon or therefrom, provided that such Commercial activities are permitted under applicable zoning regulations and do not consist of the primary use of the property.

1.86 "Residential Service Work Day" means any Day Monday through Friday.

1.87 "RWMA Contract Administrator" means the Person designated by the RWMA to administer and monitor certain provisions of this Agreement.

1.88 "RWMA Service Area" means the combined legal corporate limits of all Participating Member Agencies of the RWMA.

1.89 "Residue" means those materials which, after Processing, are Disposed rather than Recycled or Composted due to either the lack of markets for materials or the inability of the Approved Facility to capture and recover the materials.

1.90 "Reusable Materials" means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through an Approved Facility.

1.91 "SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

1.92 "Service Area" means that area within the corporate limits of the CITY of Live Oak, California.

1.93 "Service Level" refers to the volume of a Customer's Container and the frequency of Collection Service.

1.94 "Service Rates" means the amount, expressed as a dollar unit, that CONTRACTOR charges a Customer for providing Collection Services under this Agreement. The CONTRACTOR may, in its sole discretion, charge any amount up to and including the Maximum Service Rate approved by the CITY.

1.95 "Service Recipient" means an individual, agency, organization, or company receiving Collection Services pursuant to this Agreement.

1.96 "Service Unit" means all SFD Service Units, MFD Service Units, CITY Service Units, or Commercial Service Units.

1.97 "SFD Waste" means Solid Waste, Recyclable Materials, Organic Material, and Bulky Items generated at an SFD Service Unit. SFD Waste must be generated by and at the SFD Service Unit wherein the SFD Waste is Collected and does not include items defined herein as Exempt Waste.

1.98 "Single-Family, Single-Family Dwelling (SFD), or Single-Family Service Unit" means, notwithstanding any contrary definition in the CITY Municipal Code, any detached or attached house or residence of any number of Dwelling Units where each Dwelling Unit is designed or used for occupancy by one (1) family, provided that Collection Service can feasibly be provided to each Dwelling Unit as an independent unit, and the owner or occupant of such independent Dwelling Unit is billed directly for the Collection Service.

1.99 "Sludge" means the accumulated solids, Residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

1.100 "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, discarded home and industrial appliances, Sludge which is not Hazardous Waste, and other discarded solid and semi-solid wastes as defined in California Public Resources Code Section 40191, as that section may be amended from time to time, but does not include materials that have been Source Separated, abandoned vehicles and parts thereof, or Exempt Waste. Solid Waste may include Recyclable Materials, Compostable Materials and Construction and Demolition Debris if such materials are not Source Separated from Solid Waste at the site of generation or Collected for Recycling, Composting, Processing, and marketing.

1.101 "Source Reduction" means any action which causes a net reduction in the generation of Solid Waste. It includes, but is not limited to, reducing the use of non-Recyclable Materials, replacing single use materials and products with Reusable Materials and products, reducing packaging, reducing the amount of Organic Materials generated, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials.

1.102 "Source Separated or Source Separation" means the segregation from Solid Waste, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

1.103 "Special Event Collection Service" means the Collection of Solid Waste and Recyclable Materials as appropriate at CITY-sponsored special events.

1.104 "State" means the State of California.

1.105 "Subcontractor" means a Person who has entered into a contract, express or implied, with the CONTRACTOR for the performance of an act that is necessary for the CONTRACTOR's fulfillment of its obligations for providing service under this Agreement. Vendors providing materials, supplies, or professional services to CONTRACTOR shall not be considered Subcontractors.

1.106 "Term" means the period of this Agreement, including extension periods if granted, as provided for in Article 3.

1.107 "Universal Waste or U-Waste" means all wastes defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations or successor regulations. These include, but are not limited to, Household Batteries, fluorescent light bulbs, mercury switches, and E-Waste.

1.108 "White Goods" means discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

The Parties, by acceptance of this Agreement, represent and warrant the conditions presented in this Article.

2.1 CONTRACTOR's Corporate Status

CONTRACTOR is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. It is qualified to transact business in California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.2 CONTRACTOR's Corporate Authorization

CONTRACTOR has the authority to enter into this Agreement and perform its obligations under this Agreement. The Board of Directors of CONTRACTOR (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of CONTRACTOR represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the CONTRACTOR.

2.3 Agreement Will Not Cause Breach

To the best of each Party's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either Party of their obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument to which CONTRACTOR or any city is a party or by which CONTRACTOR or any of its properties or assets are bound, or constitutes a default hereunder.

2.4 No Litigation

To the best of CONTRACTOR's knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against any party wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

A. Materially adversely affect the performance by CONTRACTOR of its obligations hereunder;

B. Adversely affect the validity or enforceability of this Agreement;

C. Have a material adverse effect on the reputation of the CONTRACTOR, its parent or Affiliates; or,

D. Have a material adverse effect on the financial condition of CONTRACTOR, or any surety or entity guaranteeing CONTRACTOR's performance under this Agreement.

2.5 No Adverse Judicial Decisions

To the best of each Party's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to Legal Challenge (as defined in Section 3.6.F).

2.6 No Legal Prohibition

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that each Party signed this Agreement that would prohibit the performance of either of their obligations under this Agreement and the transactions contemplated hereby.

2.7 CONTRACTOR's Ability to Perform

CONTRACTOR possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement including all Exhibits thereto. CONTRACTOR possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement. By virtue of its long term service to the CITY, CONTRACTOR has intimate knowledge of the Service Area and Customers to accurately estimate the cost of services and revenues from billings as described in this Agreement. By virtue of its corporate relationships, CONTRACTOR has an intimate knowledge of existing legislation and regulatory requirements and the resources required to perform those services in the Service Area.

2.8 CONTRACTOR's Investigation

CONTRACTOR has made an independent investigation and analysis, the results of which are satisfactory to CONTRACTOR, of the conditions and circumstances surrounding the Agreement, its content and preparation, and the work to be performed by CONTRACTOR under the Agreement. The Agreement accurately and fairly represents the intentions of CONTRACTOR and CONTRACTOR enters into this Agreement on the basis of that independent investigation and analysis.

2.9 Statements and Information in CONTRACTOR's Proposal

The CONTRACTOR's Proposal and supplementary information submitted by CONTRACTOR for the work to be performed by CONTRACTOR under the Agreement do not contain any untrue statement of a material fact, nor does it omit any material facts relevant to the ability of CONTRACTOR to perform the work under the Agreement.

ARTICLE 3: TERM OF AGREEMENT

3.1 Initial Term

The Term of this Agreement shall be for a ten (10) year period beginning October 1, 2018 and terminating on September 30, 2028.

3.2 Extension of Initial Term

On or before July 1, 2026, the Participating Member Agencies may approve an offer to the CONTRACTOR in writing for a five (5) year extension of this Agreement for the period October 1, 2028 through September 30, 2033. Provision of such offer shall be at the sole discretion of the Participating Member Agencies. CONTRACTOR shall provide written notice to the Participating Member Agencies as to whether CONTRACTOR accepts or rejects the extension offer within twenty (20) Residential Service Work Days of the date of the offer. If CONTRACTOR fails to provide such notice to the Participating Member Agencies within said twenty (20) Residential Service Work Days, the extension offer shall be deemed withdrawn and CITY shall have no obligation to extend the Term of this Agreement beyond September 30, 2028. If the Term of this Agreement is extended, the CONTRACTOR Compensation and Maximum Service Rate provisions of Article 10 shall not be subject to negotiation. However, Maximum Service Rates shall be adjusted annually throughout the extended Term as provided in Article 10.

3.3 Extension of Second Term

On or before July 1, 2031, the Participating Member Agencies may approve an offer to the CONTRACTOR in writing for a five (5) year extension of this Agreement for the period October 1, 2033 through September 30, 2038. Provision of such offer shall be at the sole discretion of the Participating Member Agencies. CONTRACTOR shall provide written notice to the Participating Member Agencies as to whether CONTRACTOR accepts or rejects the extension offer within twenty (20) Residential Service Work Days of the date of the offer. If CONTRACTOR fails to provide such notice to the Participating Member Agencies within said twenty (20) Residential Service Work Days, the extension offer shall be deemed withdrawn and CITY shall have no obligation to extend the Term of this Agreement beyond September 30, 2033. If the Term of this Agreement is extended, the CONTRACTOR Compensation and Maximum Service Rate provisions of Article 10 shall not be subject to negotiation. However, Maximum Service Rates shall be adjusted annually throughout the extended Term as provided in Article 10.

3.4 Extension of Third Term

On or before July 1, 2036, the Participating Member Agencies may approve an offer to the CONTRACTOR in writing for a five (5) year extension of this Agreement for the period October 1, 2038 through September 30, 2043. Provision of such offer shall be at the sole discretion of the Participating Member Agencies. CONTRACTOR shall provide written notice to the Participating Member Agencies as to whether CONTRACTOR accepts or rejects the extension offer within twenty (20) Residential Service Work Days of the date of the offer. If CONTRACTOR fails to provide such notice to the Participating Member Agencies within said twenty (20) Residential Service Work Days, the extension offer shall be deemed withdrawn and CITY shall have no obligation to extend the Term of this Agreement beyond September 30, 2038. If the Term of this Agreement is extended, the CONTRACTOR Compensation and Maximum Service Rate provisions of Article 10 shall not be subject to negotiation. However, Maximum Service Rates shall be adjusted annually throughout the extended Term as provided in Article 10.

3.5 Other Provisions

The CITY may, at the end of the initial Term or optional extended Terms, as appropriate and at the sole discretion of the CITY Council, either renegotiate the terms and conditions of the Agreement with the current CONTRACTOR or request proposals from qualified contractors to provide Collection Services.

3.6 Conditions to Effectiveness of Agreement

The effectiveness of this Agreement and the obligation of each Party to perform its undertakings provided for in this Agreement, is subject to the satisfaction or waiver of all the conditions below, each of which may be waived, in written form, in whole or in part by CITY (as to items A-F) or by CONTRACTOR (as to item G).

A. **Accuracy of Representations.** The CONTRACTOR's representations and warranties made in CONTRACTOR's Proposal and Article 2 of this Agreement are true and correct on and as of the Effective Date.

B. **Furnishings of Insurance and Performance Bond.** CONTRACTOR has on or prior to the Effective Date furnished evidence of the insurance and to the extent required, the performance bond required by Article 11 that is satisfactory to the CITY.

C. **Absence of Litigation.** To the best of CONTRACTOR's knowledge, after reasonable investigation, as of the Effective Date there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending or threatened against CONTRACTOR wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

   1. Materially adversely affect the performance by CONTRACTOR of its obligations hereunder;

   2. Adversely affect the validity or enforceability of this Agreement;

   3. Have a material adverse effect on the reputation of the CONTRACTOR, its parent or Affiliates; or

   4. Have a material adverse effect on the financial condition of CONTRACTOR, or any surety or entity guaranteeing CONTRACTOR's performance under this Agreement.

D. **Permits Furnished.** CONTRACTOR has on or prior to the Effective Date provided CITY with copies of all permits necessary for operation of all Approved Facilities owned or operated by CONTRACTOR or any Subcontractor for use under the terms of this Agreement.

E. **Post-Collection Processing and Disposal Services.** As of the Effective Date, CONTRACTOR either has a contract in place with each Approved Facility proposed to be used for post-Collection Processing and Disposal of materials Collected under this Agreement for the Term of this Agreement, or owns or operates such Approved Facility.

F. **Legal Challenge.** CONTRACTOR understands and acknowledges that the award of this Agreement and related decisions may be subject to review and repeal by the CITY's citizens through a referendum or similar petition, and to various types of legal and environmental challenges (such

referenda, similar petition and legal and environmental challenges being referred to collectively as "Legal Challenges"). In the event of a Legal Challenge, the Parties will cooperate with each other in responding to such action and if it is determined that the Agreement is invalid, neither Party shall owe any obligation to the other, except as may be determined by a court of competent jurisdiction.

G. **Related to Propositions 218 and 26.** Should there be a change in Applicable Law or a new judicial interpretation of Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution (Commonly Proposition 218 and Proposition 26), which impacts the CITY's/ability to set or change Maximum Service Rates for the Collection Services established in accordance with this Agreement, CONTRACTOR agrees to meet and confer with the CITY to discuss the impact of such Change in Law or new judicial interpretation on either Party's ability to perform under this Agreement.

   The CITY shall not be in default of this Agreement if it is determined by a court of competent jurisdiction that CITY lacks the authority to set Maximum Service Rates or increase Maximum Service Rates for charges related to providing Collection Services under this Agreement. Should a court of competent jurisdiction determine that the CONTRACTOR cannot charge and/or increase its Maximum Service Rates to cover any amounts incorporated into Maximum Service Rates under this Agreement, CONTRACTOR shall reduce (and/or not increase) the Maximum Service Rates it charges Customers correspondingly, and shall be relieved from the obligation to pay such amounts, providing said amounts disallowed by the court are not related to the cost of providing service hereunder and had been incorporated in the Maximum Service Rates charged by CONTRACTOR to its Customers. If the amounts disallowed by the court are related to the cost of providing service hereunder, then CONTRACTOR's obligations hereunder shall be reduced (in a manner mutually agreed by CITY and CONTRACTOR) so that they are commensurate with the rates that CONTRACTOR can legally charge.

   Nothing herein is intended to imply that Proposition 218 or Proposition 26 apply to the Maximum Service Rates established for services provided under this Agreement; rather this Section is provided merely to allocate risk of an adverse judicial interpretation between the Parties.

H. **Execution by Participating Member Agencies**. All of the Participating Member Agencies have entered into Collection Service Agreements substantially similar to this Agreement, containing the same base services (with the exception of services within the non-program areas of Sutter and Yuba Counties) and the same base rates net of Franchise and other fees and surcharges (with the exception of base rates for services in the non-program areas of Sutter and Yuba Counties).

ARTICLE 4: GRANT AND ACCEPTANCE OF EXCLUSIVE AGREEMENT

4.1 Grant and Acceptance of Exclusive Agreement

Except as provided in Section 4.2 of this Agreement, the CONTRACTOR is hereby granted and the CONTRACTOR hereby accepts the exclusive Franchise, right and privilege within the Service Area to Collect and transport for Disposal and/or Processing all Solid Waste, Recyclable Materials, Green Waste, Food Waste, Organic Materials, Construction and Demolition Debris, E-Waste, U-Waste, White Goods, and Bulky Items, including along, across, or over the CITY's public ways within the Service Area. No other services shall be exclusive to the CONTRACTOR.

4.2 Limitations to the Scope of Exclusive Agreement

The following services and materials shall be excluded from the scope of this Agreement:

A. **Recyclable Materials, Organic Materials or Bulky Items**. Recyclable Materials, Organic Materials, or Bulky Items that are Source Separated from Solid Waste by a Service Recipient for which the waste Generator sells or is otherwise compensated by a collector in a manner resulting in a net payment to the waste Generator.

B. **Self-Hauled Materials**. Solid Waste, Recyclable Materials, Bulky Items, Organic Materials, or C&D which is removed from any SFD Service Unit, MFD Service Unit, Commercial Service Unit, or CITY Service Unit, and which is transported personally by the owner or occupant of such Premises (or by his or her full-time employees) to a Recycling, Processing, or Disposal facility;

C. **Donated Source Separated Materials.** Recyclable Materials, Organic Materials, or Bulky Items which are Source Separated at any Premises by the waste Generator and donated to youth, civic, or charitable organizations;

D. **Beverage Containers**. Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code;

E. **Materials Removed by Customer's Contractor as Incidental Part of Services**. Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and/or C&D removed from a Premise by a company (e.g., gardener, landscaper, tree trimming service, construction contractor, Residential clean-out service) as an incidental part of the service being performed by the company where the company uses its own Fixed Body Vehicle and employees, and no Drop Box Containers are used for the Collection and transportation of such materials;

F. **Source Separated White Goods, Bulky Items, Etc.** Removal and transportation of White Goods, Bulky Items or other material as part of the services of providing a replacement item when such removal and transportation is provided by the vendor who sold the replacement item;

G. **Animal, Grease Waste, and Used Cooking Oil**. Animal waste and remains from slaughterhouse or butcher shops, grease, or used cooking oil;

H. **Sewage Treatment By-Product**. By-products of sewage treatment, including Sludge, Sludge ash, grit, and screenings;

I. **Hazardous Waste**. Hazardous Waste regardless of its source;

J. **CONTRACTOR Requested Waste.** SFD Waste, MFD Waste, Commercial Waste, CITY Waste, or C&D that are removed from a Premise by a company through the performance of a service that the CONTRACTOR has requested and received written permission from the Contract Administrator not to provide;

K. **Materials Generated by State Facilities**. Materials generated by State facilities located in the CITY, provided that the Generator has arranged services with other Persons or has arranged services with the CONTRACTOR through a separate agreement; and,

L. **In-Place Composting**. Organic Materials Composted or otherwise legally managed at the site where it is generated (e.g., backyard Composting, on-site anaerobic digestion).

4.3 Excluded Services

CONTRACTOR acknowledges and agrees that the CITY may permit other Persons besides the CONTRACTOR to Collect any and all types of materials excluded from the scope of this Agreement, as set forth in Article 4, without seeking or obtaining approval of CONTRACTOR.

4.4 Exclusivity

In the event CONTRACTOR can produce pictorial evidence or other documentation that other Persons are servicing Collection Containers or are Collecting Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, or C&D in a manner that is not consistent with the CITY's Municipal Code or this Agreement, CITY shall cooperate with CONTRACTOR in the efforts of CONTRACTOR to enforce its rights under the CITY Municipal Code or this Agreement.

4.5 Applicable Law

This Agreement and scope of this Agreement shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the CITY to lawfully contract for the scope of services consistent with the manner and consistent with all provisions as specifically set forth herein, CONTRACTOR agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that the CITY shall not be responsible for any lost profits or losses claimed by CONTRACTOR to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it shall be the responsibility of CONTRACTOR to minimize the financial impact of such future judicial interpretations or new laws and the CONTRACTOR may meet and confer with CITY and may petition for a rate adjustment pursuant to Article 10.

4.6 Obligations of Parties

In addition to the specific performance required under the Agreement, CITY and CONTRACTOR shall:

A. Provide timely notice to one another of an anticipated failure to perform any obligations under this Agreement and access to information demonstrating the Party's failure to perform.

B. Provide timely access to the Contract Administrator and the CONTRACTOR's designated representative and complete and timely responses to requests of the other Party.

C. Provide timely notice of matters that may affect either Party's ability to perform under the Agreement.

ARTICLE 5: SCOPE OF COLLECTION SERVICES

5.1 Summary Scope of Services

The CONTRACTOR or its Subcontractor(s) shall be responsible for the following services and shall be compensated for the provision of such services in accordance with Article 10 of this Agreement.

A. Collecting Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D generated by and placed for Collection by Customers of CONTRACTOR's services pursuant to the requirements of Article 5;

B. Transporting Collected materials to the appropriate Approved Facilities pursuant to the requirements of Article 6;

C. Processing Collected Recyclable Materials, Organic Materials, Bulky Items, and C&D at the appropriate Approved Facilities;

D. Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, record keeping, and reporting pursuant to Article 8;

E. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;

F. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, host fees, business and any other license fees, regulatory fees (including CITY fees and RWMA surcharges as applicable), and utilities; paying all expenses related to the operation, permitting, licensing, and regulatory fees for all Approved Facilities owned/operated by CONTRACTOR or CONTRACTOR's Affiliate; paying for all expenses related to Changes in Law at Approved Facilities owned/operated by CONTRACTOR or CONTRACTOR's Affiliate; and, paying all expenses related to any construction, any land or facility improvements, any repair and/or replacement of equipment, and all other expected or unforeseen costs associated with all Approved Facilities owned/operated by CONTRACTOR or CONTRACTOR's Affiliate;

G. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations; and,

H. Complying with all Applicable Laws.

CONTRACTOR shall perform the work and provide the services pursuant to this Agreement in a thorough and professional manner so that the residents and businesses within the Service Area are provided reliable, courteous, and high-quality service at all times. The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve CONTRACTOR of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 12.7.

5.2 Use of Approved Facilities

The CONTRACTOR, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Facilities for the purposes of Processing, transferring and/or Disposing of all Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, C&D, and other materials Collected in the CITY. Such decision by CONTRACTOR in no way constitutes a restraint of trade. If the CONTRACTOR or Affiliate owns and/or operates Approved Facility(ies), all expenses associated with permitting, licensing, regulatory compliance, closure and post-closure, etc., and all other costs associated with the operation and ownership of the Approved Facility(ies) is the sole responsibility of the CONTRACTOR, except as provided in Section 10.5. CONTRACTOR agrees and acknowledges that all closure and post closure costs associated with the Recology Yuba Sutter landfill at Marysville are the sole responsibility of CONTRACTOR or its Affiliate.

5.3 Subcontracting

Except as set forth on Exhibit E, CONTRACTOR shall not engage any Subcontractors or Affiliated entities in the provision of services for Collection, transportation, or Processing of Solid Waste, Recyclable Materials, Organic Materials, U-Waste, Bulky Items, or C&D services without the prior written consent of the Contract Administrator. If the CONTRACTOR plans to engage other Affiliated entities in the provision of services, CONTRACTOR shall provide the Contract Administrator with thirty (30) Days' written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement.

5.4 Responsibility for Materials

Once Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D are placed in the CONTRACTOR's Containers, unless CONTRACTOR does not require the material to be placed in a Container, and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to CONTRACTOR, with the exception of Exempt Waste if the CONTRACTOR can identify the Generator. Once Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D are deposited by CONTRACTOR at the appropriate Approved Facility, such materials shall become the responsibility of the owner or operator of the Approved Facility with the exception of Exempt Waste. Responsibility for Exempt Waste that has been inadvertently Collected by the CONTRACTOR shall remain with the CONTRACTOR if it cannot identify the Generator, and CONTRACTOR shall assume all responsibility for its proper Disposal.

5.5 CITY-Directed Changes to Scope

The CITY may meet and confer with CONTRACTOR to establish the scope of any additional services or modification to existing services (which may include a change in Approved Facilities) to be provided under this Agreement. In such case, CONTRACTOR shall present, within thirty (30) Days of the CITY's request, a written proposal to provide such modified or additional services. The CITY shall review the CONTRACTOR's Proposal for the change in scope of services, and other such financial records that CITY may deem necessary to make an informed decision. The CITY and CONTRACTOR may meet and confer to negotiate CONTRACTOR's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope and rates.

If the Parties fail to reach agreement on a change proposed by the CITY after sixty (60) Days from the receipt of the proposal, the proposal is deemed rejected and the CITY may either implement the change

itself, or may (i) enter into an exclusive contract with a third party for the provision of the new service or new program according to the same specifications presented to CONTRACTOR (including, but not limited to, the same Franchise Fees or other fees or charges imposed by CITY), or (ii) grant one or more non-exclusive licenses to third parties to provide the new service or new program (in which event CONTRACTOR shall be entitled to such a license on terms and conditions no less favorable than any license granted to a third party). CITY shall not enter into discussions with or consider proposals from third parties regarding the proposed new service or new program until CITY has complied with the foregoing obligations. Nothing in this Section 5.5 shall be deemed to limit CONTRACTOR's exclusivity under Section 4.1, and accordingly the services that CITY may perform or contract for under this Section 5.5 shall exclude the services that are exclusive to CONTRACTOR under Section 4.1.

5.6 Single-Family Dwelling Collection Services

These services shall be governed by the following terms and conditions:

A. SFD Conditions of Service. CONTRACTOR shall Collect Solid Waste, Recyclable Materials, and Organic Materials from all SFD Service Units in the Service Area whose Solid Waste, Recyclable Materials, and Organic Materials are properly containerized in Carts, except as set forth in Sections 5.6.B through 5.6.F where the Solid Waste, Recyclable Material, and Organic Materials Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient that will provide safe and efficient accessibility to the CONTRACTOR's Collection crew and vehicle. CONTRACTOR shall follow the procedures set forth in Sections 7.14, 7.15, and 7.16 for those Solid Waste, Recyclable Materials, and Organic Materials Carts that are Contaminated. If during the Term of this Agreement, the CITY requests that CONTRACTOR provide for the inclusion of Food Waste and/or other Organic Materials as part of mandatory SFD Organic Materials Collection Services, such request shall be implemented under the provisions of Section 5.5 of this Agreement, except that CONTRACTOR acknowledges and agrees that there shall be no consideration of any additional Collection, Public Education and Outreach, or Processing costs related to the Collection of Food Waste.

1. **On-Premises Service**. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide on-Premises Collection of Solid Waste, Recyclable Materials, and Organic Materials to an SFD Service Unit if all adult Service Recipients residing therein have disabilities that prevent them from setting their Solid Waste, Recyclable Material, or Organic Materials Cart at the curb for Collection and if a request for on-Premises service has been made to and approved by the CONTRACTOR in the manner set forth in its written policy, which policy shall be provided to all residents requesting such on-Premises service. CONTRACTOR shall provide on-Premises service on the same Residential Service Work Day that curbside Collection would otherwise be provided to the SFD Service Unit. No additional monies shall be due to the CONTRACTOR for the provision of on-Premises service.

2. **Frequency and Scheduling of Service**. Except as set forth in Sections 5.6.E and 5.6.F, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that Solid Waste, Recyclable Materials, and Organic Materials are Collected from an SFD Service Unit on the same Residential Service Work Day.

3. **Non-Collection.** Except as set forth in Sections 5.6.B through 5.6.F, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclable Material, or Organic Materials that are not placed in a Cart where such Cart is placed out for Collection in the manner required herein. In the event of non-Collection, CONTRACTOR shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices for a period of three (3) years.

B. **SFD Solid Waste Service Overages**. CONTRACTOR shall Collect Solid Waste from SFD Service Units who have contacted the CONTRACTOR's office in advance of the Collection Day and arranged for Collection of additional thirty-two (32) gallon bags of Solid Waste. CONTRACTOR shall be entitled to charge for such service a rate not exceeding Maximum Service Rate for such service set forth in Exhibit A.

C. **SFD Recycling Service Overages.** CONTRACTOR shall Collect Recyclable Materials that will not fit inside the Recycling Cart but have been flattened and bagged or bundled and placed beside the Recyclable Materials Cart. CONTRACTOR shall also Collect corrugated cardboard that will not fit inside the Recycling Cart and has been reduced to a size not exceeding three feet by three feet (3' x 3') and placed beside the Cart for Collection.

D. **SFD Organic Materials Collection Service Overages.** CONTRACTOR shall Collect Organic Materials that will not fit inside the Organic Materials Cart but have been bagged or bundled and placed beside the Organic Materials Cart.

E. **Curbside Holiday Tree Collection.** CONTRACTOR shall Collect holiday trees (without stands, flocking, or ornamentation and no greater than six (6) feet in length) that are set at the curb beside the Organic Materials Cart from all SFD Service Units as part of the Organic Materials Collection Service. CONTRACTOR shall provide this service beginning on the first Residential Service Work Day after December 25 and until January 15.

1. **Contaminated Holiday Trees.** Holiday trees that are flocked or contain tinsel or other decorations may be delivered to the Approved Disposal Facility at the discretion of the CONTRACTOR.

F. **Bulky Item Collection Service.** This service will be governed by the following terms and conditions:

1. **Conditions of Service.** The CONTRACTOR shall provide Bulky Item Collection Service to all SFD Service Units in the Service Area whose Bulky Items have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR's Collection crew and vehicle. Except as set forth below in Section 5.6.F.2, CONTRACTOR shall be entitled to charge for Collecting Bulky Items at a rate not exceeding the "Bulky Item Collection" Maximum Service Rate set forth in Exhibit A, as adjusted under the terms of this Agreement. Bulky Items Collected by CONTRACTOR may not be landfilled or Disposed of until the following hierarchy has been followed by the CONTRACTOR.

- Reuse as is (if energy efficient)

- Disassemble for reuse or Recycling
- Recycle (through participation of charitable organizations)
- Disposal

2. **Free Bulky Item Collection Service.** Beginning January 1, 2019 and annually thereafter during the Term of this Agreement, CONTRACTOR shall allow each SFD Customer four (4) free Bulky Item Collection Services.

3. **Frequency of Service.** Bulky Item Collection Service shall be provided on the Customer's first SFD Collection Service date following the receipt of the request, with a minimum of forty-eight (48) hours' notice, or as agreed upon between Customer and CONTRACTOR.

4. **Free Dump Program.** Beginning January 1, 2019 and annually thereafter during the Term of this Agreement, CONTRACTOR shall allow each SFD Customer to deliver one (1) load in a non-Commercial (no more than one (1) ton) vehicle or trailer of Solid Waste, Recyclable Materials, Organic Material, Bulky Items, or C&D to the Approved Transfer Station in lieu of receiving a free Bulky Item Collection Service.

5. **Tires and Freon.** The number of tires delivered to the Approved Transfer Station or Collected as part of each Bulky Item Collection shall be limited to four (4) passenger car and light truck tires. CONTRACTOR may charge for additional tires as set forth in Exhibit A. In addition, a charge as set forth in Exhibit A may be applied to each Freon-containing appliance.

G. **Compost Give-Away.** On or about April 1, 2019 and semi-annually thereafter during the Term of this Agreement, CONTRACTOR shall make available to each SFD Customer, a "free Compost" program that provides up to fifty (50) gallons of Compost material for Customer pick-up at the Approved Transfer Station or in a manner agreed upon by the CITY and CONTRACTOR.

5.7 Multi-Family Dwelling Collection Services

These services shall be governed by the following terms and conditions:

A. **MFD Solid Waste Conditions of Service.** The CONTRACTOR shall Collect Solid Waste from all MFD Service Units in the Service Area whose Solid Waste is properly containerized in Bins or Carts where the Bins or Carts are accessible as set forth herein. CONTRACTOR shall follow the procedures set forth in Section 7.14 for those Solid Waste Containers that are Contaminated.

1. **Size and Frequency of Service.** This service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week. Service may be provided by Bin or Cart at the option of the Customer. The size of the Container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no MFD Solid Waste need be placed outside the Bin or Cart. The CONTRACTOR shall provide Containers at no additional charge as part of the service; however, Customers may provide their own Compactor provided that

the Customer is completely responsible for its proper maintenance and that such Compactor shall be of a type that can be serviced by the CONTRACTOR's equipment.

2. **Non-Collection.** CONTRACTOR shall not be required to Collect any MFD Solid Waste that is not placed in a Bin or Cart and set out for Collection. In the event of non-Collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-Collection and shall affix to the Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices for a period of three (3) years.

3. **Solid Waste Overflow.** In the case of overflows of MFD Solid Waste, CONTRACTOR may, at its option, Collect the overflow material and not charge Customer; Collect the overflow material and charge the Customer up to the "Overflow" Maximum Service Rate set forth in Exhibit A; or not Collect the overflow material. In the event CONTRACTOR elects not to Collect the overflow material, CONTRACTOR shall contact the Customer to inform them of the situation and request that arrangements be made for the Customer's personnel to put the material in the Container. In the event of multiple occurrences of overflow, in which such overflow is creating an undue health and safety concern, CONTRACTOR shall meet with the Customer to arrange for an appropriate change in Solid Waste Bin or Cart size, Collection frequency, or both. In the event CONTRACTOR cannot reach an agreement with the Customer regarding the change in service, CONTRACTOR shall provide the additional services CONTRACTOR deems necessary to avoid future overflow or any undue health and safety concern and shall bill the Customer accordingly.

B. **MFD Recycling Offer of Service.** During the Term of this Agreement and subject to the limitations set forth in Article 4, CONTRACTOR shall offer to Collect Recyclable Materials from all MFD Service Units in the Service Area on a subscription basis at a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit A. CONTRACTOR shall provide Recycling services to all MFD Service Units requesting such service where such Recyclable Materials are properly Containerized and uncontaminated by materials not included in the Recycling program, in Bins or Carts, where the Bins or Carts are accessible as set forth herein. However, CONTRACTOR shall be required to Collect corrugated cardboard that has been reduced to a size not exceeding three feet by three feet (3' x 3') and placed beside the Bin for Collection. At such time during the Term of this Agreement as the CITY amends the CITY Municipal Code to require mandatory MFD Recycling Collection Services, such change in services shall be implemented under the provisions of Section 5.5 of this Agreement. CONTRACTOR shall follow the procedures set forth in Section 7.15 for those Recyclable Materials Containers that are Contaminated.

1. **Non-Collection.** Except as set forth above, CONTRACTOR shall not be required to Collect any corrugated cardboard or Recyclable Materials that are not placed in a Bin or Cart where such Container is placed out for Collection in the manner required herein. In the event of non-Collection, CONTRACTOR shall affix to the Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices for a period of three (3) years.

C. **MFD Organic Materials Offer of Service.** During the Term of this Agreement and subject to the limitations set forth in Article 4, CONTRACTOR shall offer to Collect Organic Materials from all MFD Service Units in the Service Area on a subscription basis at a rate not exceeding the Maximum

Service Rate for such service set forth in Exhibit A. CONTRACTOR shall provide Organic Materials Collection Service to all MFD Service Units requesting such service where such Organic Materials are properly containerized, and uncontaminated by materials not included in the Organic Materials program, in Bins or Carts, where the Bins or Carts are accessible as set forth herein. The forgoing notwithstanding, if during the Term of this Agreement, the CITY amends the CITY Municipal Code to require mandatory MFD Organic Materials Collection Services, such change in services shall be implemented under the provisions of Section 5.5 of this Agreement. In addition, if during the Term of this Agreement, the CITY, as a result of a Change in Law is required to amend this Agreement to require the inclusion of Food Waste and other Organic Materials as part of mandatory MFD Organic Materials Collection Services, such change in services shall be implemented under the provisions of Section 5.5 of this Agreement. CONTRACTOR shall follow the procedures set forth in Section 7.16 for those Organic Materials Containers that are Contaminated.

1. **Non-Collection.** CONTRACTOR shall not be required to Collect any MFD Organic Materials that are not placed in a Bin or Cart where such Container is placed out for Collection in the manner required herein. In the event of non-Collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-Collection and shall affix to the Bin or Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices for a period of three (3) years.

D. **MFD Bulky Item Service.** During the Term of this Agreement, CONTRACTOR shall offer to provide Bulky Item Collection Service to MFD Service Units in the Service Area on a subscription basis at a rate not exceeding the Maximum Service Rates for such service set forth in Exhibit A. CONTRACTOR will be required to separate and Recycle all commodities that can be feasibly recovered. Bulky Items Collected by CONTRACTOR may not be landfilled or Disposed of until the following hierarchy has been followed by the CONTRACTOR.

- Reuse as is (if energy efficient)
- Disassemble for reuse or Recycling
- Recycle (through participation of charitable organizations)
- Disposal

E. **MFD Annual Holiday Tree Collection.** Annually, commencing the first Collection Day after December 25 and ending January 15, the CONTRACTOR shall Collect holiday trees (without stands, flocking, or ornamentation and no greater than six (6) feet in length) from MFD Customers at no additional charge. CONTRACTOR shall perform Collection of holiday trees on Customers' normal Collection Day at a location agreed to between CONTRACTOR and Customer.

F. **Accessibility.** CONTRACTOR shall Collect all Bins or Carts that are readily accessible to the CONTRACTOR's crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" and "master lock services" as described herein as necessary during the provision of MFD Collection Services. "Push services" shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. "Push services" may include unlocking and relocking the Bin or enclosure. "Master lock services" shall include the provision of a master lock

and key by CONTRACTOR to the Customer for the convenience of CONTRACTOR. CONTRACTOR shall be entitled to charge for "push services" or "master lock services" at a rate not exceeding the Maximum Service Rates for such services set forth in Exhibit A.

5.8 Commercial Collection Services

These services will be governed by the following terms and conditions:

A. **Commercial Solid Waste Conditions of Service.** The CONTRACTOR shall Collect Solid Waste from all Commercial Service Units in the Service Area whose Solid Waste is properly containerized in Bins, Carts, Compactors, or Drop Box Containers, where the Containers are accessible as set forth herein. CONTRACTOR shall follow the procedures set forth in Section 7.14 for those Solid Waste Containers that are Contaminated.

1. **Size and Frequency of Service.** This service shall be provided as deemed necessary and as determined between the CONTRACTOR and the Customer, but such service shall be received no less than one (1) time per week. Service may be provided by Bin, Cart, Compactor, or Drop Box Containers at the option of the Customer. The size of the Container and the frequency (above the minimum) of Collection shall be determined between the Customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Bin, Cart, Compactor, or Drop Box Containers. The CONTRACTOR shall provide Containers at no additional charge as part of the service; however, Customers may provide their own Compactor provided that the Customer is completely responsible for its proper maintenance and that such Compactor shall be of a type that can be serviced by the CONTRACTOR's equipment.

2. **Non-Collection.** CONTRACTOR shall not be required to Collect any Commercial Solid Waste that is not placed in a Container and set out for Collection. In the event of non-Collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-Collection and shall affix to the Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices for a period of three (3) years.

3. **Commercial Solid Waste Overflow.** In the case of overflows of Commercial Solid Waste, CONTRACTOR may, at its option, Collect the overflow material and not charge Customer; Collect the overflow material and charge the Customer up to the "Overflow" Maximum Service Rate set forth in Exhibit A; or not Collect the overflow material. In the event CONTRACTOR elects not to Collect the overflow material, CONTRACTOR shall contact the Customer to inform them of the situation and request that arrangements be made for the Customer's personnel to put the material in the Container. In the event of multiple occurrences of overflow, in which such overflow is creating an undue health and safety concern, CONTRACTOR shall meet with the Customer to arrange for an appropriate change in Solid Waste Bin, Cart, Compactor, or Drop Box Container size, Collection frequency or both. In the event CONTRACTOR cannot reach an agreement with the Customer regarding the change in service, CONTRACTOR shall provide the additional services CONTRACTOR deems necessary to avoid future overflow or any undue health and safety concern and shall bill the Customer accordingly.

B. **Commercial Recycling Offer of Service.** During the Term of this Agreement and subject to the limitations set forth in Article 4, CONTRACTOR shall offer to Collect Recyclable Materials from all Commercial Service Units in the Service Area on a subscription basis at a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit A. CONTRACTOR shall provide this service to all Commercial Service Units requesting such service where such Recyclable Materials are properly containerized, and uncontaminated by materials not included in the Recycling program, in Bins, Carts, Compactors, or Drop Box Containers, where the Containers are accessible as set forth herein. However, CONTRACTOR shall be required to Collect corrugated cardboard that has been reduced to a size not exceeding three feet by three feet (3' x 3') and placed beside the Container for Collection. At such time during the Term of this Agreement as the CITY amends the CITY Municipal Code to require mandatory Commercial Recycling Collection Services, such change in services shall be implemented under the provisions of Section 5.5 of this Agreement. CONTRACTOR shall follow the procedures set forth in Section 7.15 for those Recyclable Materials Containers that are Contaminated.

1. **Non-Collection.** Except as set forth above, CONTRACTOR shall not be required to Collect any corrugated cardboard or Recyclable Materials that are not placed in a Bin, Cart, Compactor, or Drop Box Container where such Container is placed out for Collection in the manner required herein. In the event of non-Collection, CONTRACTOR shall affix to the Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices for a period of three (3) years.

C. **Commercial Organic Materials Offer of Service.** During the Term of this Agreement CONTRACTOR shall offer to Collect Organic Materials from Commercial Service Units in the Service Area on a subscription basis at a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit A. CONTRACTOR shall, subject to the limitations set forth in Article 4, provide this service to all Commercial Service Units in the Service Area requesting such service where such Organic Materials are properly containerized in Bins, Carts, Compactors, or Drop Box Containers, where the Containers are accessible as set forth herein. The forgoing notwithstanding, if during the Term of this Agreement, the CITY amends the CITY Municipal Code to require mandatory Commercial Organic Materials Collection Services, such change in services shall be implemented under the provisions of Section 5.5 of this Agreement. In addition if during the Term of this Agreement, the CITY, as a result of a Change in Law is required to amend this Agreement to require the inclusion of Food Waste as part of mandatory Commercial Organic Materials Collection Services, such change in services shall be implemented under the provisions of Section 5.5 of this Agreement. CONTRACTOR shall follow the procedures set forth in Section 7.16 for those Organic Materials Containers that are Contaminated.

1. **Non-Collection.** CONTRACTOR shall not be required to Collect any Organic Materials that are not placed in a Bin, Cart, Compactor, or Drop Box Container where such Container is placed out for Collection in the manner required herein. In the event of non-Collection, CONTRACTOR shall affix to the Container a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices for a period of three (3) years.

D. **Commercial Bulky Item Service.** During the Term of this Agreement, CONTRACTOR shall offer to provide Bulky Item Collection Service to Commercial Service Units in the Service Area on a

subscription basis at a rate not exceeding the Maximum Service Rate for such service set forth in Exhibit A. CONTRACTOR will be required to separate and Recycle all commodities that can be feasibly recovered. Bulky Items Collected by CONTRACTOR may not be landfilled or Disposed of until the following hierarchy has been followed by the CONTRACTOR.

- Reuse as is (if energy efficient)
- Disassemble for reuse or Recycling
- Recycle (through participation of charitable organizations)
- Disposal

E. **Accessibility.** CONTRACTOR shall Collect all Bins, Carts, Compactors, or Drop Boxes, that are readily accessible to the CONTRACTOR's crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" and "master lock services" as described herein as necessary during the provision of Commercial Collection Services. "Push services" shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection, and returning the Bins or Carts to their storage location. "Push services" may include unlocking and relocking the Bin or enclosure. "Master lock services" shall include the provision of a master lock and key by CONTRACTOR to the Customer for the convenience of CONTRACTOR. CONTRACTOR shall be entitled to charge the Customer for "push services" or "master lock services" at a rate not exceeding the Maximum Service Rates for such services set forth in Exhibit A.

5.9 CITY Collection Services

The following services shall be provided to the CITY at no charge (except as provided in Section 5.9.D and 5.9.J), and will be governed by the following terms and conditions:

A. **Locations of Service**. CONTRACTOR shall Collect Solid Waste, Recyclable Materials, and Organic Materials from all CITY Service Units as set forth on Exhibit D and as may be adjusted as set forth in Section 5.9.J. below.

B. **Frequency of Service**. Each service shall be provided at the frequency as set forth on Exhibit D and as may be adjusted as set forth in Section 5.9.J. below but no less than at least once every week on a scheduled route basis.

C. **Accessibility.** CONTRACTOR shall Collect material from all Bins, Carts, Compactors, public litter containers, and Drop Boxes, as set forth on Exhibit D and as may be adjusted as set forth in Section 5.9.J. below, that are readily accessible to the CONTRACTOR's crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" and "master lock services" as described herein, as necessary, during the provision of CITY Collection Services. "Push services" shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. "Push services" may include unlocking and relocking the Bin or enclosure. "Master lock services" shall include the provision of a master lock and key by CONTRACTOR to the CITY for the convenience of CONTRACTOR. CONTRACTOR shall not be entitled to charge the CITY for the provision of "push services" or "master lock services" to CITY Service Units.

D. **Bulky Item Service.** During the Term of this Agreement CONTRACTOR may offer to provide Bulky Item Collection Service to CITY Service Units in the Service Area on a subscription basis at a rate not exceeding the Maximum Service Rates for such service set forth in Exhibit A.

E. **CITY Container Service.** CONTRACTOR shall provide CITY Container Service to all public litter containers as set forth on Exhibit D and as may be adjusted as set forth in Section 5.9.J. below where the public litter containers are accessible as set forth in Section 5.9.C. Such service shall be provided at least every week or more often as needed.

F. **CITY Self-Haul Service.** CITY employees in CITY vehicles may haul Solid Waste, Recyclable Materials, Organic Material, Bulky Items, C&D, and other non-Exempt Waste generated at CITY Facilities, regardless of size, to an Approved Facility at no charge.

G. **Special Event Collection Service.** At CITY's request, CONTRACTOR shall provide Solid Waste and Recycling services at CITY-sponsored events that are open to the public and that do not require paid admission or the purchase of a ticket. Such services shall be provided in such a manner that all Solid Waste and Recycling needs of the event are adequately and properly provided for by CONTRACTOR at no cost of any kind to the CITY. In addition, at CITY's request, CONTRACTOR shall provide the Recyclable Material Collection portion of the Special Event Collection Services to other non-CITY sponsored events at no charge to the Customer as long as this program is funded by CalRecycle Beverage Container Recycling City/County Payment Program funds. In the event that these funds are not available, CONTRACTOR may continue to offer the Recyclable Material Collection portion of the Special Event Collection Services at no charge to the Customer or the CITY or may terminate the program.

H. **Illegal Dumping Notification and Collection.** CONTRACTOR shall direct its Collection vehicle drivers to note: (i) the addresses of any Premises at which the driver observes that Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and/or C&D material is accumulating; and, (ii) the address, or other location description, at which Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and/or C&D material has been dumped in an apparently unauthorized manner. CONTRACTOR shall deliver the address or description to CITY within three (3) Business Days of such observation. CONTRACTOR shall also provide abandoned waste Collection Services to the CITY at up to five (5) locations per month in each case of up to three (3) cubic yards of such illegally dumped materials per location provided; however, CONTRACTOR shall not be required to Collect materials not safely accessible by Collection vehicles and/or personnel.

I. **Community Clean-up Events**. CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and Collect Drop Box Containers for use in up to two (2) CITY community clean-up events per Agreement Year. Each community clean-up event shall consist of a single Collection day beginning at 6:00 a.m. and ending at 6:00 p.m. The Contract Administrator shall notify CONTRACTOR in writing not less than five (5) Days prior to the date of the event. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Drop Box Containers, the location for delivery, and the number of and sizes of the Drop Box Containers to be delivered. As part of this service, CONTRACTOR shall provide on-site supervision at all times the Drop Box Containers are available for community clean-up services. At such time as a Drop Box Container is full, but not later than the end of the community clean-up event day, CONTRACTOR shall transport and deliver the Collected materials to the appropriate Approved

Facility for the disposition or processing of the materials.

With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a community clean-up event in a vehicle or container other than a Drop Box Container. However, in the event the CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted, and Disposed in a manner that is acceptable to the CITY.

J. **Initial Service Levels and Adjustments**. The initial services and service levels to be provided under subsections A, B, C, and E above are as set forth in Exhibit D. Notwithstanding any other provision of this Section 5.9 or this Agreement, if as a result of CITY requests for additional or modified services or service levels for those services described in subsection A, B, C, and E above, the aggregate cost of providing free service to CITY in a given Agreement Year exceeds by more than five percent (5%) the aggregate cost of providing the services specified on Exhibit D or in the event Exhibit D has not been updated, the cost of the actual free services provided to the CITY for the prior Agreement Year, then CONTRACTOR shall be entitled to charge the CITY for the excess service at the then-applicable solid waste Maximum Service Rates set forth in Exhibit A. In order to determine the change in the aggregate costs between Agreement Years in a simple and efficient manner and to avoid potential misunderstandings, the cost of the services for both Agreement Years shall be calculated using the most current Solid Waste Maximum Service Rates as if all services were related to Solid Waste.

5.10 Drop Box Collection Services

The Drop Box Collection Services to be performed by CONTRACTOR shall include the following:

A. **Collection of Drop Boxes from Service Units within the Service Area.** CONTRACTOR shall respond no later than the second Commercial Service Work Day after receipt of the request for service, and shall provide the appropriate Container for such Collection according to the circumstances; however, no service shall be provided on Sunday. CONTRACTOR shall perform the following services:

1. Provision, maintenance, and replacement of all Containers and receptacles required for the provision of all Drop Box Services; and

2. Transport of Drop Box to the appropriate Approved Facility under this Agreement for separation and Processing.

B. **Rates.** The Maximum Service Rates for Drop Box service shall be as specified in Exhibit A.

C. **Records.** CONTRACTOR will conduct proper record keeping to be sure that the Drop Box materials are Recycled to the extent possible and the amount Disposed and amount Diverted are properly recorded and reported.

D. **CalGreen Documentation.** To the extent requested in a timely manner, CONTRACTOR shall provide Customers with the documentation necessary to demonstrate compliance with the CalGreen C&D Debris Diversion requirements for those materials delivered to an Approved Facility owned or operated by CONTRACTOR or CONTRACTOR's Affiliate.

5.11 Other Services

A. Recycling Coordinator. CONTRACTOR shall provide a full time management level employee to serve as Recycling Coordinator for a minimum of forty (40) hours per week whose time is totally dedicated to the RWMA Service Area during the Term of the Agreement and whose function during normal business hours of each Residential Service Work Day shall be to provide services related to the Collection Service Agreement, including but not limited to, public education and outreach.

B. New Customer Packets. An information packet shall be provided to each new Customer throughout the Agreement Term. CONTRACTOR may attach these packets to the Carts and Bins upon initial Cart and Bin distribution. This packet shall: describe available services, including available Recycling and Diversion programs; provide instructions for proper use of the Carts and Bins provided (such as how to place Carts or other permitted items for Collection, the types of materials to be placed in each Cart); detail Holiday Collection schedules; and provide billing and Customer service telephone numbers. This packet shall contain updated information on how to use Containers, when, where and how to place Solid Waste, Recyclable Materials, and Organic Materials for Collection, and who to contact with service or billing questions and for Bulky Item Collection. The packet shall also clearly indicate what materials, such as Home-Generated Sharps and other Household Hazardous Wastes (HHW), should not be Disposed of in these Containers. This brochure shall include instructions on how Customers should Dispose of HHW, such as information on the HHW drop-off facilities and other available programs.

C. Public Education and Outreach. Public education and outreach activities related to this Agreement will be managed by the CONTRACTOR as further described in the Public Education Plan, provided in Exhibit C.

1. CONTRACTOR Strategy. CONTRACTOR's public education and outreach strategy shall focus on improving Customer understanding of the benefits of and opportunities for Source Reduction, reuse, Recycling, and Composting. In general, CONTRACTOR-provided public education and outreach should: (i) inform Customers about the services that are provided under this Agreement with specific focus on describing the methods and benefits of Source Reduction, reuse, Recycling, and Composting; (ii) inform Customers about AB 341, AB 1826, and SB 1383 requirements; (iii) instruct Customers on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing Contamination of Recyclable and Organic Materials; and, (iv) clearly define Exempt Waste and educate Customers about the hazards of such materials and their opportunities for proper handling.

2. Coordination with Contract Administrator. CONTRACTOR shall cooperate and coordinate with the Contract Administrator to minimize duplicative, inconsistent, or inappropriately timed education campaigns. CONTRACTOR shall allow the Contract Administrator a reasonable opportunity to review, request modifications to, and approve all public education materials including, but not limited to: print (including materials provided in accordance with Section 5.11.B), radio, television, or internet media before publication, distribution, and/or release. CITY shall have the right to request that CONTRACTOR include CITY or RWMA identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

3. Multiple Languages. CONTRACTOR shall provide, as requested by the CITY, translated written communication (packets, billing inserts, website content, etc.) in Spanish and one (1) other language selected by CITY.

D. Public Dumping Services. CONTRACTOR shall provide a site at the Approved Transfer Station for the public to deliver Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D for a charge not to exceed the posted tipping fees for each material. CONTRACTOR shall make all reasonable efforts to Recycle materials accepted at the Approved Facility.

E. Public Drop-Off Services. CONTRACTOR shall provide sites at the Approved Transfer Station where CITY residents may drop-off used oil and used oil filters, CEW, other U-Waste, fluorescent light tubes and bulbs, and Home Generated Sharps at no charge to the resident or the CITY.

F. Residential Sharps Drop-Off Program. CONTRACTOR shall provide a Residential sharps drop-off program for the Collection of Home-Generated Sharps. CONTRACTOR shall be responsible to ensure the Home-Generated Sharps drop-off program complies with all Applicable Laws and regulations. The Residential sharps drop-off program at a minimum will allow for SFD and MFD Customers to purchase specialized sharps containers and return filled sharps containers for proper Disposal to participating pharmacies or the Recology Customer service office in Marysville. Details of the program including a list of participating pharmacies shall be provided through the CONTRACTOR's website.

G. California Electronic Waste Recycling Act of 2003 Recovery Payments. The California Electronic Waste Recycling Act of 2003 (California Health and Safety Code commencing with Section 25214.9, California Public Resources Code Section 41516 and California Public Resources Code commencing with Section 42460) provides for per pound recovery payments to authorized collectors for CEW. CONTRACTOR shall maintain its status as an "authorized collector". CONTRACTOR, in its capacity as an authorized collector in the Covered Electronic Waste Recovery and Recycling Payment System, will be designated by the CITY to handle CEW transferred directly to CONTRACTOR by California sources. Such designation is necessary so as to reduce the record keeping requirements established by the regulations promulgated under the California Electronic Waste Recycling Act of 2003.

1. CEW recovery activities provided by CONTRACTOR shall include, but are not limited to, CEW received from the public at the Approved Transfer Station, including CEW picked-up at the request of Service Recipients (e.g., Bulky Item Collection Service); Collected through CITY clean-up services; recovered from load checking; and, received from the clean-up of illegal dumping activities by the CITY Public Works Department.

2. CONTRACTOR shall develop and maintain records required pursuant to the California Electronic Waste Recycling Act of 2003, as it may be amended, to support claims to CalRecycle for Recovery Payments for all CEW received and recovered as described above. CONTRACTOR shall provide a site at the Transfer Station where CITY residents and businesses may drop-off CEW from California sources at no extra charge to the resident or business.

H. **Special Services.** In addition to the services described in this Agreement, CONTRACTOR shall provide to Customers in the CITY such special services as may be agreed upon between CITY and CONTRACTOR from time to time. The additional charge to the Customer for provision of such special services shall be determined between CONTRACTOR and the CITY prior to provision of the service, subject to the Maximum Service Rate for such service agreed to by CITY and CONTRACTOR. If CONTRACTOR is unwilling to provide such service, or CITY and CONTRACTOR are unable to agree on a price for such service, Customer can seek such service from another contractor, provided that such other contractor's provision of the service does not violate CONTRACTOR's exclusivity under Article 4.

I. **Other Services.** CONTRACTOR shall provide additional services and programs, such as pilot programs, special studies, etc., as requested by CITY at a price to be mutually agreed upon between the CONTRACTOR and the Contract Administrator. In the event the CONTRACTOR and the Contract Administrator cannot reach a mutually agreed upon price for the requested service or program, CITY shall have the right to procure the service of other vendors or contractors to provide the requested service.

J. **Graffiti Abatement.** CONTRACTOR's Collection drivers shall notify CONTRACTOR of graffiti on Collection route Containers. CONTRACTOR shall be responsible for graffiti removal from Containers within forty eight (48) hours of notification from drivers, Customers, or the Contract Administrator, at no additional charge to the Customer or to CITY.

K. **Emergency Action Plan.** Prior to June 1, 2019, CONTRACTOR shall work with the Contract Administrator to prepare an Emergency Action Plan for Disaster Preparedness (Emergency Action Plan) in a form and format that is satisfactory to the Contract Administrator. The Emergency Action Plan shall provide a framework for CONTRACTOR to continue Collection Services within the Service Area after a catastrophic event, and to facilitate collaborative efforts with the CITY that mitigate the threat to the health, safety and welfare of CITY residents. CONTRACTOR shall work with the Contract Administrator to update the Emergency Action Plan no fewer than two (2) times during the Term of this Agreement to ensure that the Emergency Action Plan is at all times current and actionable.

L. **Emergency Service Compensation.** CONTRACTOR shall provide emergency services in accordance with the Emergency Action Plan in the event of major accidents, disruptions, or natural calamities. Emergency services that exceed the scope of work under this Agreement, and that are not compensated by charges to Customers (in accordance with the Maximum Service Rates provided in Exhibit A, or as special services pursuant to Section 5.11.H of this Agreement, will be billed by CONTRACTOR to CITY/ in accordance with the Maximum Service Rates in Exhibit A, and may either be paid by CITY or treated as a CITY-directed change as set forth in Section 5.5 of this Agreement.

ARTICLE 6: PROCESSING, DISPOSAL, AND DIVERSION REQUIREMENTS

6.1 Rights of Ownership

CITY and CONTRACTOR understand and agree that it is CONTRACTOR, and not CITY, who will arrange to Collect Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D, that CITY has not, and, by this Agreement does not, instruct CONTRACTOR on its Collection methods, nor supervise the Collection process; nor do the Parties intend to place title to Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D Collected by CONTRACTOR in CITY. At no time does CITY obtain any right of ownership or possession of Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D placed for Collection, and nothing in this Agreement shall be construed as giving rise to any inference that CITY has any such rights. CITY and CONTRACTOR agree that, for the purposes of the Uniform Commercial Code and all other laws imposing liability for defective products, it is CONTRACTOR, and not CITY which is to be considered the merchant of goods Recycled pursuant to this Agreement. Subject to the provisions of this Agreement, and unless CITY exercises its rights to direct the location for Disposal and Processing of Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D, CONTRACTOR shall have the right to retain, Recycle, Process, Dispose of, and otherwise use Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D Collected pursuant to the terms hereof in any lawful fashion or for any lawful purpose; and, further, shall have the right to retain any benefit resulting from its right to retain, Recycle, Process, Dispose of, or reuse the Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D which it Collects.

6.2 Transportation of Discarded Materials

CONTRACTOR shall transport all Discarded Materials Collected to the appropriate Approved Facility. If the Approved Recycling Facility is owned by CONTRACTOR or an Affiliate of CONTRACTOR, CONTRACTOR agrees to make all reasonable efforts at the Approved Recycling Facility to separate Recyclable Materials from Contamination for Diversion. CONTRACTOR shall maintain accurate records of the quantities of Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D transported to the Approved Facilities and will cooperate with CITY in any audits or investigations of such quantities. CONTRACTOR shall cooperate with the operator of any Approved Facility with regard to operations therein, including, for example, complying with directions from the operator to unload Collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, cooperating with its Hazardous Waste exclusion program, and so forth.

6.3 Transfer of Discarded Materials

The CONTRACTOR shall deliver Discarded Material, Collected but not sent to an Approved Disposal Facility, Approved MRF, or an Approved Organic Materials Processing Facility, to the Approved Transfer Station. All expenses related to the transfer of Solid Waste will be the sole responsibility of the CONTRACTOR. If the CONTRACTOR or CONTRACTOR's Affiliate owns and/or operates the Approved Transfer Station, all expenses associated with permitting, regulatory compliance, etc., and all other costs associated with the operation and ownership of the Approved Transfer Station is the sole responsibility of the CONTRACTOR.

A. **Status of Transfer Station.** The Approved Transfer Station shall have been issued all permits from federal, State, regional, county, and city agencies necessary for it to operate as a large volume

transfer/Processing facility and be in full regulatory compliance with all such permits during the Term of this Agreement.

6.4 Disposal

The CONTRACTOR shall Dispose of Solid Waste Collected (but not sent to an Approved Transfer Station, Approved MRF, or Approved Organic Materials Processing Facility) and Residue at the Approved Disposal Facility. All expenses related to the Disposal of Solid Waste will be the sole responsibility of the CONTRACTOR. If the CONTRACTOR or CONTRACTOR's Affiliate owns and/or operates the Approved Disposal Facility, all expenses associated with permitting, regulatory compliance, closure and post-closure, etc., and all other costs associated with the operation and ownership of the Approved Disposal Facility is the sole responsibility of the CONTRACTOR, except as provided in Section 10.5.

A. **Status of Disposal Facility.** The Approved Disposal Facility shall have been issued all permits from federal, State, regional, county, and city agencies necessary for it to operate as a Class III Sanitary Landfill and be in full regulatory compliance with all such permits during the Term of this Agreement.

6.5 Recyclable Materials Processing Services

CONTRACTOR shall deliver all Collected Recyclable Material to a fully permitted Approved Materials Recovery Facility or Transfer Station. All expenses related to Recyclable Material Processing and marketing will be the sole responsibility of CONTRACTOR. If the CONTRACTOR or CONTRACTOR's Affiliate owns and/or operates the Approved Materials Recovery Facility, all expenses associated with permitting, regulatory compliance, closure and post-closure, etc., and all other costs associated with the operation and ownership of the Approved Materials Recovery Facility is the sole responsibility of the CONTRACTOR, except as provided in Section 10.5.

CONTRACTOR shall ensure that all Recyclable Material Collected pursuant to this Agreement is Diverted in accordance with AB 939 and any subsequent or other applicable legislation and regulations. CONTRACTOR shall ensure that the Recyclable Material Collected pursuant to this Agreement is not Disposed of in a landfill, except as a Residue resulting from Processing. CONTRACTOR must provide end uses for Recyclable Materials that maximize Diversion credits for CITY according to regulations established by CalRecycle. CITY and CONTRACTOR agree that CONTRACTOR compliance with these requirements may be affected by the circumstances set forth in, and shall be subject to, Section 6.5.B.2 of this Agreement.

A. **Status of Materials Recovery Facility(ies).** The Approved Materials Recovery Facility(ies) shall have been issued all permits from federal, State, regional, county, and city agencies necessary for it to accept the CITY's Recyclable Materials, and be in full regulatory compliance with all such permits during the Term of this Agreement.

B. **Marketing.**

1. **General**. The CONTRACTOR shall be responsible for marketing Recyclable Materials Collected in the CITY. CONTRACTOR's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy established by AB 939. Where practical, the marketing strategy should include use of local, regional, and domestic markets for Recyclable Materials.

2. **Changes in Market Conditions**

a. **Changing Conditions**. The CITY and CONTRACTOR acknowledge that the ability to market various types of Recyclable Materials Collected in the CITY may change over the Term of the Agreement. It is possible that markets currently available for some Recyclable Materials will not be available in the future. Conversely, for materials in which markets currently do not exist, markets may emerge in the future.

b. **Limited Term Market Fluctuations**. The CITY and CONTRACTOR acknowledge that markets for various types of Recyclable Materials fluctuate and may render a material defined as Recyclable Material temporarily unmarketable. The CITY and CONTRACTOR agree that markets for materials Collected under this Agreement may temporarily emerge or be disrupted and these fluctuations of limited duration may not warrant a change to the definition of Recyclable Materials under this Agreement or notification to Customers. CONTRACTOR shall make reasonable commercial efforts to Divert Recyclable Materials Collected and Processed during limited term market fluctuations while CITY and CONTRACTOR are assessing the need to submit a written request for an item or type of material to be removed from or added to the definition of Recyclable Materials. In the event CONTRACTOR is unable to Divert specific Recyclable Materials due to limited term market fluctuations, such materials may be Disposed for a specific time period if agreed upon between CITY and CONTRACTOR.

c. **Non-Existent Market(s)**. If CONTRACTOR determines that it can no longer secure market(s) for one (1) or more materials included in the definition of Recyclable Materials, CONTRACTOR may submit a written request to the CITY to have the material removed from the definition of Recyclable Materials. In such case, CONTRACTOR's request shall demonstrate its attempt(s) at identifying and securing market(s) for the materials; information on the market conditions from relevant industry sources supporting the lack of market(s); an estimated timeframe for the market conditions; an estimate of the impact on the tons of Recyclable Materials Diverted annually; and a plan for notifying Customers of the elimination of the material type from the list of acceptable Recyclable Materials for Collection. The Contract Administrator will review CONTRACTOR's request and provide a response within sixty (60) Days of receipt of the request. If the CITY is willing to consider temporary or permanent removal of a material type from the definition of Recyclable Materials, the CITY and CONTRACTOR shall meet and confer to negotiate the proposed revisions and shall amend this Agreement, if appropriate, to reflect mutually agreed-upon changes. If the CITY agrees that the material shall no longer be listed in the Recyclable Materials definition, CONTRACTOR shall not be obligated to Collect the material as a Recyclable Material, may Dispose of such material and shall incur any and all costs associated with the Disposal of these materials and with educating Customers of the change and costs associated with Collection, transfer, Transportation, Processing and Disposal of such materials to the extent Customers continue to include the material in their Recyclable Materials Containers. Notwithstanding the above CONTRACTOR may continue to use the Recyclable Materials Cart to Collect material that has been removed from the Recyclable Materials definition at their discretion.

d. **Emerging Market(s)**. If CONTRACTOR or the CITY identify that a new market is available for a material that is not included in the definition of Recyclable Materials, either Party may request that the list of Recyclable Materials be amended to include the material. Such a change would expand CONTRACTOR's obligations to Collect, transfer, transport,

Process and market such material. In such case, the CITY and CONTRACTOR shall meet and confer to negotiate the proposed revisions and shall amend this Agreement, as appropriate, to reflect mutually agreed-upon changes in scope.

6.6 Organic Materials Processing Services

CONTRACTOR shall deliver all Collected Organic Materials to a fully permitted Approved Organic Materials Processing Facility or a fully permitted Approved Transfer Station. All expenses related to Organic Materials Processing and marketing will be the sole responsibility of CONTRACTOR. If the CONTRACTOR or CONTRACTOR's Affiliate owns and/or operates the Approved Organic Materials Facility, all expenses associated with permitting, regulatory compliance, closure and post-closure, etc. and all other costs associated with the operation and ownership of the Approved Organic Materials Facility is the sole responsibility of the CONTRACTOR, except as provided in Section 10.5.

CONTRACTOR shall ensure that all Organic Materials Collected pursuant to this Agreement are Diverted from the landfill in accordance with AB 939 and any subsequent or other applicable legislation and regulations. CONTRACTOR shall ensure that the Organic Materials Collected pursuant to this Agreement are not Disposed of in a landfill, except as a Residue resulting from Processing. CONTRACTOR must provide end uses for Organic Materials that maximizes Diversion credits for CITY according to regulations established by CalRecycle. Green Waste may be used as Alternative Daily Cover to the extent that the CITY will get full Diversion credit for its use. However, as of January 1, 2020, the use of Green Waste as ADC does not constitute Diversion through Recycling and shall be considered Disposal pursuant to PRC Section 41781.3(2) (A). CONTRACTOR is responsible for monitoring how the Organic Materials will be Diverted at Approved Facilities.

A. **Status of Organic Materials Processing Facility(ies).** The Approved Organic Materials Processing Facility(ies) shall have been issued all permits from federal, State, regional, county, and city agencies necessary for it to accept the CITY's Organic Materials, and be in full regulatory compliance with all such permits during the Term of this Agreement.

6.7 Minimum Diversion Requirements

The CITY requires the CONTRACTOR to use its best efforts and regulations established by CalRecycle to achieve a minimum annual Diversion rate of thirty percent (30%), or such other amount as may be set by request of the CITY in accordance with the provisions of Section 5.5 of this Agreement, during each Agreement Year beginning October 1, 2018. The annual Diversion rate will be calculated as "the tons of materials Collected by CONTRACTOR from the provision of Collection Services in the RWMA Service Area under the terms of this Agreement, that are shipped to the Approved Materials Recovery Facility, the Approved Organic Materials Processing Facility, or other recycler or re-user, net of any Residue amounts, divided by the total tons of materials Collected by CONTRACTOR from the provision of Collection Services in the RWMA Service Area under the terms of this Agreement in each Agreement Year." As of January 1, 2020, the use of green material as ADC does not constitute Diversion through Recycling and shall be considered Disposal pursuant to PRC Section 41781.3(2) (A).

In the event CONTRACTOR is authorized by CITY to Dispose of any Recyclable Materials (or to remove any Recyclable Material from the definition of Recyclable Materials) under the terms of Sections 6.5.B.2. of this Agreement, the estimated tons of Recyclable Material Disposed or not Collected by virtue of being removed from the definition of Recyclable Material) shall be counted as if they were Diverted in the

formula used to calculate the Diversion rate for that Agreement Year. CONTRACTOR shall prepare and provide to CITY this estimate based on the tons of the specific Recyclable Material Collected by CONTRACTOR from the provision of Collection Services in the RWMA Service Area under the terms of this Agreement that was shipped to the Approved Materials Recovery Facility, the Approved Organic Materials Processing Facility, or other recycler or re-user, net of any Residue in the twelve (12) months preceding the month in which the CITY authorized the removal of the material from the definition of Recyclable Materials. CITY shall review the estimate, the information used to prepare it, and such other information, including material allocation calculations and methodologies, if necessary, as CITY may require to complete its review. The final estimate shall be agreed upon between CITY and CONTRACTOR based on the review.

6.8 Failure to Meet Minimum Diversion Requirements

CONTRACTOR's failure to meet the minimum Diversion requirements set forth above in Section 6.7 may result in the imposition of Liquidated Damages pursuant to Section 12.6. In determining whether or not to assess Liquidated Damages, the RWMA in consultation with the CITY will consider the good faith efforts put forth by the CONTRACTOR to meet the minimum Diversion requirements, and the state of the market for Recyclable Material. This consideration will include documentation provided by the CONTRACTOR regarding its activities. The final decision whether or not to assess Liquidated Damages will remain with the RWMA.

ARTICLE 7: REQUIREMENTS FOR OPERATIONS, EQUIPMENT, AND PERSONNEL

7.1 General

CONTRACTOR shall at all times comply with Applicable Laws and provide services in a manner that is safe to the public and the CONTRACTOR's employees. Except to the extent that a higher performance standard is specified in this Agreement, CONTRACTOR shall perform services in accordance with Solid Waste, Recyclable Materials, Organic Materials, Bulky Item, and C&D management practices common to Northern California.

7.2 CONTRACTOR's Office

The CONTRACTOR shall maintain a publicly accessible office located within the RWMA Service Area that provides telephone access to residents and businesses of the CITY and shall be open during normal business hours, which are currently 8:30 a.m. to 4:30 p.m., Monday through Friday, except for Holidays. Office hours may be adjusted at the discretion of CONTRACTOR only after appropriate notification is provided to all Customers and provided that offices are open for business at least eight (8) hours per Day Monday through Friday, except for Holidays.

7.3 Service Standards

CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Except for incidents of excuse from performance set forth in Section 12.7 herein, Collection Services described in this Agreement shall be performed regardless of difficulty of Collection.

7.4 Collection Routes, Operating Hours, and Schedules

A. **Collection Routes**. During the Term of this Agreement, CONTRACTOR shall prepare and maintain maps precisely defining Collection routes, together with the Days and the times at which Collection shall regularly commence. Copies of such maps shall be provided to the CITY upon request by the Contract Administrator in a format acceptable to the CITY.

B. **Subsequent Collection Route Changes.** In the event of a route change that will change the Collection Day for an SFD Service Unit, CONTRACTOR shall notify those Service Recipients in writing of the route change not less than thirty (30) Days before the proposed date of implementation. CONTRACTOR shall also provide the Contract Administrator with a copy of the service change notification.

C. **Hours of Collection.** Unless otherwise authorized by the Contract Administrator, CONTRACTOR's Days and hours for Collection operations shall be as follows:

1. **SFD Collection.** SFD Collection services shall only occur between the hours of 5:00 a.m. and 5:00 p.m., Monday through Friday, with no regularly scheduled service on Saturday or Sunday. The hours, Days, or both of Collection may be temporarily extended due to extraordinary circumstances or conditions.

2. **MFD, Commercial and CITY Collection.** MFD, Commercial and CITY Collection Services shall only occur between the hours of 4:00 a.m. and 5:00 p.m., Monday through Sunday, except

on Holidays when Collection hours shall be 3:00 a.m. to 5:00 p.m. The hours of Collection may be temporarily extended by the Contract Administrator due to extraordinary circumstances or conditions.

7.5 Collection Standards

A. Manner of Collection. The CONTRACTOR shall provide Collection Services with as little disturbance as possible and shall leave any Cart or Bin in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes.

B. Litter Abatement and Spill Prevention. The CONTRACTOR shall not litter Premises in the process of providing Collection Services or while its vehicles are on the road. The CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from the CONTRACTOR's vehicle. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of any material and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

1. The CONTRACTOR shall not be responsible for cleaning up unsanitary conditions caused by the carelessness of the Service Recipient; however, the CONTRACTOR shall clean up any materials that are spilled or scattered by the CONTRACTOR or its employees.

2. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such clean-up, CONTRACTOR's vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel. CONTRACTOR shall not be responsible for removing any stain that may remain after application of such absorbents and cleaning agents.

3. CONTRACTOR shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), or accidental damage to a vehicle.

4. The above paragraphs notwithstanding, CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within two (2) hours upon notice from the CITY.

5. In the event where damage to CITY Streets (other than stains) is the result of a hydraulic oil spill caused by CONTRACTOR, CONTRACTOR shall be responsible for all repairs to return the street to the same condition prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the Contract Administrator and at no cost to the CITY.

7.6 Ownership of Materials

A. Title to Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D shall pass to CONTRACTOR at such time as said materials are properly containerized, bagged, or bundled and

placed at the curb or other point of Collection in the manner as set forth herein or as agreed to by the CONTRACTOR and the Customer. If such materials are placed out for Collection without being properly containerized, bagged, or bundled, title shall pass to CONTRACTOR at the time the material is placed in CONTRACTOR's Collection vehicle. If such materials Collected by Contractor are delivered to an Approved Transfer Station, Approved Materials Recovery Facility, or Approved Organic Materials Processing Facility other than one operated by the CONTRACTOR, then title will again transfer from CONTRACTOR to the operator of the non-CONTRACTOR Approved Transfer Station, Approved Materials Recovery Facility, or Approved Organic Materials Processing Facility upon such delivery.

B. Title to any such material self-hauled to an Approved Facility operated by CONTRACTOR shall pass to CONTRACTOR at the time the material is accepted at the Approved Facility.

C. Title to such material Collected as part of a CITY Clean-up Service or Special Event Collection Service shall pass to CONTRACTOR at the time the material is placed in the Drop Box Container, other Collection Container provided by CONTRACTOR or CONTRACTOR's Collection vehicle if no Containers are provided by CONTRACTOR.

7.7 Exempt Waste

A. Under no circumstances shall CONTRACTOR's employees knowingly Collect Exempt Waste or remove unsafe or poorly containerized Exempt Waste from a Collection Container. If CONTRACTOR determines that material placed in any Container for Collection is Exempt Waste, or other material that may not legally be accepted at an Approved Facility, or presents a hazard to CONTRACTOR's employees, the CONTRACTOR shall have the right to refuse to accept such material. The Generator shall be contacted by the CONTRACTOR and requested to arrange for proper Disposal service. If the Generator cannot be reached immediately, the CONTRACTOR shall, before leaving the Premises, leave a Non-Collection Notice which indicates the reason for refusing to Collect the material and how the Exempt Waste can be properly Disposed or Recycled.

B. If Exempt Waste is found in a Collection Container that poses an imminent danger to people or property, the CONTRACTOR shall immediately notify the appropriate fire department and/or other emergency services departments as appropriate, as well as the CITY.

C. If Exempt Waste is identified at the time of delivery to an Approved Facility and the Generator cannot be identified, CONTRACTOR shall be solely responsible for handling and arranging transport and disposition of the Exempt Waste.

7.8 Regulations and Record Keeping

CONTRACTOR shall comply with emergency notification procedures required by Applicable Laws and regulatory requirements. All records required by laws and regulations shall be maintained at the CONTRACTOR's facility.

7.9 Vehicle Requirements

A. General Provisions. CONTRACTOR shall provide a fleet of properly maintained Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. All such vehicles shall have watertight bodies designed to prevent

leakage, spillage, or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the vehicles. Each Collection vehicle shall be equipped with a shovel and broom for clean-up of spillage. Collection vehicles shall never be loaded to exceed the manufacturer's recommended weight limit or otherwise operated unsafely or in violation of any Applicable Law.

B. **Clean Air Vehicles.** To the extent required now or in the future by Applicable Law, CONTRACTOR shall provide its Collection vehicles to be in full compliance with local, State, and federal clean air requirements, including, but not limited to, the California Air Resources Control Board regulations, such as those regulations requiring the implementation of "Diesel Particulate Matter Control Measure for On-Road Heavy–Duty Residential and Commercial Solid Waste Collection Vehicle Diesel Engines" as currently codified in CCR Title 13, Section 2020 et seq; the federal EPA's Highway Diesel Fuel Sulfur regulations; and, any other applicable air pollution control laws. CONTRACTOR has inspected all applicable streets within the Service Area and acknowledges and certifies that all vehicles can safely and effectively operate within the Service Area.

C. **Safety Markings.** All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

D. **Vehicle Signage and Painting.** Collection vehicles shall be painted and numbered uniquely without repetition and shall have the CONTRACTOR's name, CONTRACTOR's Customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Recyclable Materials and Organic Materials programs or such other signage as may be approved by the Contract Administrator in writing. CONTRACTOR shall repaint all vehicles (including vehicle striping if appropriate) during the Term of this Agreement as necessary to maintain a positive public image.

E. **Vehicle Maintenance.** CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be properly maintained. CONTRACTOR shall wash all Collection vehicles at least once per week. CONTRACTOR shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. CONTRACTOR shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. The Contract Administrator may inspect vehicles at any reasonable time, and within three (3) Days of such a request, to determine compliance with this Agreement and sanitation requirements.

F. **Vehicle Noise Level.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable federal, State, County, and City noise level regulations. All decibel readings shall be based on a distance of ten (10) feet from any part of the vehicle. The CITY may request CONTRACTOR to check any piece of equipment for conformance with the noise limits when reasonable to do so.

G. **Vehicle and Equipment Inventory.** On or before the Effective Date of this Agreement, CONTRACTOR shall provide to the Contract Administrator an inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or transportation in performance of services under this Agreement. The inventory shall indicate each Collection vehicle by identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles, the date of acquisition, the decibel rating, and the maintenance and rebuilt status. CONTRACTOR shall submit to the Contract Administrator an updated inventory annually, or more often at the request of the CITY. Each vehicle inventory shall be accompanied by a certification signed by CONTRACTOR that all Collection vehicles meet the requirements of this Article.

H. **Vehicle Registration, Licensing and Inspection.** CONTRACTOR shall maintain documentation to verify that each of the CONTRACTOR's Collection vehicles are in compliance with all registration, licensing, and inspection requirements of the California Highway Patrol, the California Department of Motor Vehicles, and any other Applicable Laws or regulations. Upon written request by the Contract Administrator, copies of such documentation shall be provided to the CITY within ten (10) Residential Service Work Days of the request.

I. **Reserve Equipment.** The CONTRACTOR shall have available to it, at all times, a reasonable number of reserve Collection equipment which can, to the extent needed to complete the Collection route, be dispatched within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

J. **Covering of Loads.** All loads not in covered body trucks shall be tarped or restrained to prevent spilling.

K. **Weight Restrictions.** CONTRACTOR shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles. CONTRACTOR acknowledges that CITY may document compliance with this provision of the Agreement through review of scale tickets and records of the Approved Transfer Station, Approved MRF, Approved Organic Materials Processing Facility and Approved Disposal Facility.

7.10 Container Requirements

A. **SFD Carts.** CONTRACTOR will provide each SFD with wheeled Carts for automated Collection of Solid Waste, Recyclable Materials, and Organic Materials. Cart sizes shall be as requested by the Customer.

B. **Purchase and Distribution of Carts and Bins.** The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Carts and Bins to Service Units in the Service Area. The distribution shall be completed within three (3) Residential Service Work Days of receipt of notification from the CITY or the Service Unit.

C. **Replacement of Carts and Bins.**

1. CONTRACTOR's employees shall take care to prevent damage to Carts or Bins by unnecessary rough treatment. However, any Cart or Bin damaged by the CONTRACTOR

shall be replaced by the CONTRACTOR, at the CONTRACTOR's expense, within three (3) Residential Service Work Days after notification by the CITY or the Service Recipient, at no cost or inconvenience to the Service Recipient or to the CITY.

2. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that the Service Recipient's Cart(s) or Bin(s) are faulty or have worn out, or have been stolen or damaged beyond repair through no fault of the Service Recipient, the CONTRACTOR shall deliver a replacement Cart(s) or Bin(s) to such Service Recipient within three (3) Residential Service Work Days. There shall be no charge to the Service Recipient for the delivery or replacement of the Cart(s) or Bin(s).

3. In those instances where the CONTRACTOR can demonstrate that a Cart(s) or Bin(s) was damaged or stolen as the result or product of negligence on the part of the Service Recipient, CONTRACTOR shall be entitled to bill the Service Recipient the cost of the Cart(s) or Bin(s) plus the delivery charge in an amount not exceeding the applicable Maximum Service Rates set forth in Exhibit A to this Agreement.

4. The CONTRACTOR shall maintain records documenting all Cart and Bin replacements occurring on a monthly basis. Such information shall be provided to the Contract Administrator upon written request.

D. Repair of Carts and Bins. CONTRACTOR shall be responsible for repair of Carts and Bins in the Service Area including, but not be limited to, hinged lids, wheels, and axles. Within three (3) Residential Service Work Days of notification by the CITY or a Service Recipient of the need for such repairs, the CONTRACTOR shall repair the Cart or Bin, or if necessary, remove the Cart or Bin for repairs and deliver a replacement Cart or Bin to the Service Recipient.

E. Cart, Bin, or Drop Box Exchange. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that a change in the size or number of Carts, Bins, or Drop Boxes is required, the CONTRACTOR shall deliver such Carts, Bins, or Drop Boxes to such Service Recipient no later than the Service Recipient's next regularly scheduled Collection Day. Each SFD Service Unit shall be entitled to receive one (1) free Solid Waste Cart exchange; one (1) free Recycling Cart exchange; and one (1) free Organic Materials Cart exchange per Agreement Year during the Term of this Agreement. Each MFD, Commercial or CITY Service Unit shall be entitled to receive one (1) free Solid Waste Cart, Bin, or Drop Box exchange, and to the extent such Carts or Bins are provided by the CONTRACTOR under the terms of this Agreement, one (1) free Recycling Cart, Bin, or Drop Box exchange and one (1) free Organic Materials Cart, Bin, or Drop Box exchange per Agreement Year during the Term of this Agreement. Accordingly, CONTRACTOR shall be entitled to charge for Container exchanges in excess of the limit set forth above per Agreement Year, at a rate not exceeding the appropriate "Cart, Bin, or Drop Box Exchange" Maximum Service Rate as set forth in Exhibit A, as adjusted under the terms of this Agreement.

F. Additional Solid Waste Capacity. Upon notification to the CONTRACTOR by the CITY or a Service Recipient that additional Solid Waste capacity is requested, the CONTRACTOR shall comply by delivering a larger Cart, an additional Cart, a larger Bin, or an additional Bin, to such Service Recipient within ten (10) Residential Service Work Days. CONTRACTOR shall be entitled to charge for the cost of the additional Solid Waste capacity in an amount not exceeding the applicable

Maximum Service Rate for the larger capacity or Additional Cart or Bin as set forth in Exhibit A, as adjusted under the terms of this Agreement.

G. **Additional Recycling Capacity.** CONTRACTOR shall provide one (1) additional Recycling Cart to SFD Service Units requesting an additional Cart within ten (10) Residential Service Work Days of the request at no additional cost provided that the additional capacity is used by the SFD Service Unit for the purposes of setting out additional Recyclable Materials that are generated by and at the SFD Service Unit for regular weekly Recyclable Material Collection Service. CONTRACTOR shall be entitled to charge for any additional Recycling Carts beyond the first additional Cart for a fee not to exceed that set forth in the Maximum Service Rates.

1. **Pickup of Under-utilized Additional Recyclable Carts.** If CONTRACTOR's vehicle driver reports, and CONTRACTOR's Customer service representative enters into the Customer's account records, that the Customer does not set out an additional Recyclable Materials Cart more than once a month for two (2) consecutive months, then CONTRACTOR may leave a notice stating that CONTRACTOR will pick up the Customer's unused or under-utilized additional Recyclable Cart unless the Customer sets out that additional Cart at least every other week.

H. **Additional Organic Materials Capacity.** CONTRACTOR shall provide one (1) additional Organic Materials Cart to SFD Service Units requesting an additional Cart within ten (10) Residential Service Work Days of the request at no additional cost provided that the additional capacity is used by the SFD Service Unit for the purposes of setting out additional Organic Materials that are generated by and at the SFD Service Unit for regular weekly Organic Materials Collection Service. CONTRACTOR shall be entitled to charge extra for any additional Organic Materials Carts beyond the first additional Cart for a fee not to exceed that set forth in the Maximum Service Rates.

1. **Pickup of Under-utilized Additional Organic Materials Carts.** If CONTRACTOR's vehicle driver reports, and CONTRACTOR's Customer service representative enters into Customer's account records, that Customer does not set out an additional Organic Materials Cart more than once a month for two (2) consecutive months, then CONTRACTOR may leave a notice stating that CONTRACTOR will pick up the Customer's unused or under-utilized additional Organic Materials Cart unless Customer sets out that additional Organic Materials Cart at least every other week.

I. **New Service Units.**

1. **Purchase and Distribution of Containers.** The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Containers to new Service Units that are added to CONTRACTOR's Service Area during the Term of this Agreement. The distribution shall be completed within three (3) Residential Service Work Days of receipt of notification from the CITY or the Service Unit.

2. **Collection Services.** CONTRACTOR shall provide Collection Services described in this Agreement to new Service Units on the next regularly scheduled Collection Day following delivery of the Carts or Bins.

J. **Annual Inspection and Cleaning.** Once each Agreement Year, at no charge to the CITY, MFD or Commercial Service Unit, CONTRACTOR shall provide, upon request or as deemed necessary, the cleaning of Bins, Drop Boxes and Compactors. In the event a Customer requests CONTRACTOR to provide Bin, Drop Box, or Compactor cleaning more than one (1) time per Agreement Year, CONTRACTOR shall have the right to charge the Customer an amount not exceeding the Maximum Service Rate for Bin, Drop Box or Compactor cleaning set forth in Exhibit A.

K. **Bin and Drop Box Signage, Painting, and Cleaning.** All metal Bins and Drop Boxes of any service type furnished by the CONTRACTOR shall be either painted or galvanized. All Bins and Drop Boxes shall display the CONTRACTOR's name, CONTRACTOR's Customer service telephone number, and a unique identification number and shall be kept in a clean and sanitary condition. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Recyclable Materials and Organic Materials programs or such other signage as may be approved by the Contract Administrator in writing.

7.11 Labor and Equipment

CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR's obligations under this Agreement. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR's obligations under this Agreement. No compensation for CONTRACTOR's services or for CONTRACTOR's supply of labor, equipment, tools, facilities, or supervision shall be provided or paid to CONTRACTOR by CITY or by any Service Recipient except in accordance with this Agreement.

7.12 Holiday Service

CONTRACTOR shall provide normal Collection Services without regard to any CITY holidays.

7.13 Disposal and Processing

A. **Solid Waste.** Except as set forth below, all Solid Waste Collected as a result of performing Collection Services shall be transported to the Approved Transfer Station or the Approved Disposal Facility and eventually Disposed at the Approved Disposal Facility. In the event the Approved Disposal Facility is closed on a Commercial Service Work Day, the CONTRACTOR shall transport and Dispose of the Solid Waste at an alternative Approved Disposal Facility. Notwithstanding any other provision of this Agreement, if an alternative Approved Disposal Facility is used, and it is not owned/operated by the CONTRACTOR or its Affiliate, then CONTRACTOR's obligations hereunder will not include the landfilling of the Solid Waste (which will be the responsibility of the alternative Approved Disposal Facility operator).

B. **Recyclable Materials.** All Recyclable Materials Collected as a result of performing Collection Services shall be delivered to the Approved MRF. In the event the Approved MRF is closed on a Commercial Service Work Day, the CONTRACTOR shall transport and deliver the Recyclable Material to an alternative Approved MRF. CONTRACTOR shall ensure that all Recyclable Materials Collected pursuant to this Agreement that are expressly listed in Section 1.82 (including those materials added by CONTRACTOR to such list from time to time), except Residue resulting from Processing, are Diverted from the Approved Disposal Facility in accordance with current and subsequent legislation and regulations. Notwithstanding any other provision of this Agreement, if an alternative Approved MRF is used that is not owned/operated by the CONTRACTOR or its

Affiliate, then CONTRACTOR's obligations hereunder will not include Processing and marketing of Recyclable Materials (which will be the responsibility of the alternative Approved MRF operator).

C. **Organic Materials.** All Organic Materials Collected as a result of performing Collection Services shall be delivered to the Approved Organic Materials Processing Facility. In the event the Approved Organic Materials Processing Facility is closed on a Commercial Service Work Day, the CONTRACTOR shall transport and deliver the Organic Materials to an alternative Approved Organic Materials Processing Facility. CONTRACTOR shall ensure that all Organic Materials Collected pursuant to this Agreement, except Residue resulting from Processing, is Diverted from the Disposal Facility in accordance with current and subsequent legislation and regulations. Notwithstanding any other provision of this Agreement, if an alternative Approved Organic Materials Processing Facility is used that is not owned/operated by the CONTRACTOR or its Affiliate, then CONTRACTOR's obligations hereunder will not include Processing and marketing of Organic Materials (which will be the responsibility of the alternative Approved Organic Materials Processing Facility operator).

D. **Bulky Items.** All Bulky Items Collected as a result of performing Collection Services shall be delivered to the Approved Facilities.

1. CONTRACTOR shall cause to be Processed and/or Disposed all Bulky Items Collected from Service Units pursuant to this Agreement in accordance with the following hierarchy:

   - Reuse as is (where energy efficiency is not compromised);
   - Disassemble for reuse or Recycling;
   - Recycle; or
   - Disposal.

2. In the event CONTRACTOR Collects Bulky Items that contain Freon, CONTRACTOR shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under applicable State and federal laws or regulations.

7.14 Solid Waste - Improper Procedure

Except as set forth below, the CONTRACTOR shall not be required to Collect Solid Waste if the Service Recipient does not segregate the Solid Waste from Exempt Waste. If Solid Waste is Contaminated though commingling with Exempt Waste, the CONTRACTOR shall, if practical, separate the Solid Waste from the contaminants. The Solid Waste shall then be Collected and the contaminants shall be left in the Solid Waste Cart or Bin along with a Non-Collection Notice explaining why the contaminant(s) is not considered Solid Waste. However, in the event the Solid Waste and contaminants are commingled to the extent that they cannot easily or safely be separated by the CONTRACTOR or the nature of the contaminants renders the entire Solid Waste Cart or Bin Contaminated, the CONTRACTOR may: 1) Collect the Solid Waste and leave a Non-Collection Notice that contains instructions on the proper procedures for setting out Solid Waste or; 2) leave the Solid Waste Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Solid Waste. On the third (3rd) time that CONTRACTOR finds that a Service Unit has set out Contaminated Solid Waste, CONTRACTOR may leave the Solid Waste Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Solid Waste and reduce the service at that Service Unit to the minimum level available by exchanging the Solid Waste Container without the authorization of the Customer.

7.15 Recycling - Improper Procedure

Except as set forth below, the CONTRACTOR shall not be required to Collect Recyclable Materials if the Residential or Commercial Service Recipient does not segregate the Recyclable Materials from Solid Waste, Organic Materials, Bulky Items, Exempt Waste, or C&D. The first (1st) time in any Agreement Year Recyclable Materials are Contaminated through commingling with Solid Waste, Organic Materials, Bulky Items, Exempt Waste or C&D, the CONTRACTOR shall contact the Customer to discuss the Contamination and shall Collect the Container and cause the material contained therein to be Disposed or Processed in the most appropriate manner. On the second (2nd) time in that same Agreement Year that CONTRACTOR finds that a Service Unit has set out Contaminated Recyclable Materials, CONTRACTOR shall contact the Customer to discuss the Contamination and the consequences thereof and shall Collect the Container and cause the material contained therein to be Disposed or Processed in the most appropriate manner. On the third (3rd) or any subsequent time in that same Agreement Year that CONTRACTOR finds that a Service Unit has set out Contaminated Recyclable Materials, Contractor may, to the extent not prohibited by law, without the authorization of the Customer, remove the Recycling Cart(s) or Bin(s) and stop Collecting Recyclable Materials from that Service Unit. Alternatively, on the 3rd and any subsequent time in one (1) Agreement Year CONTRACTOR finds that a Service Unit has set out Contaminated Recyclable Materials, CONTRACTOR may begin to charge the Customer a "Contamination charge" as set forth in Exhibit A each time the Recyclable Materials are Contaminated.

A. **Recycling - Changes to Work.** Should changes in law arise that necessitate any additions or deletions to the work described herein, including the type of items included as Recyclable Materials, the Parties shall negotiate any necessary cost changes and adjustment in Maximum Service Rates pursuant to Section 5.5 and shall enter into an Agreement amendment covering such modifications to the work to be performed and the adjustment to Maximum Service Rates before undertaking any changes or revisions to such work.

7.16 Organic Materials - Improper Procedure

Except as set forth below, the CONTRACTOR shall not be required to Collect Organic Materials if the Residential or Commercial Service Recipient does not segregate the Organic Materials from Solid Waste, Recyclable Materials, Bulky Items, Exempt Waste, or C&D. The first (1st) time in any Agreement Year Organic Materials are Contaminated through commingling with Solid Waste, Recyclable Materials, Bulky Items, Exempt Waste, or C&D, the CONTRACTOR shall contact the Customer to discuss the Contamination and the consequences thereof and shall Collect the Container and cause the material contained therein to be Disposed or Processed in the most appropriate manner. On the second (2nd) time in that same Agreement Year that CONTRACTOR finds that a Service Unit has set out Contaminated Organic Materials, CONTRACTOR shall contact the Customer to discuss the Contamination and shall Collect the Container and cause the material contained therein to be Disposed or Processed in the most appropriate manner. On the third (3rd) or any subsequent time in that same Agreement Year that CONTRACTOR finds that a Service Unit has set out Contaminated Organic Materials, Contractor may, to the extent not prohibited by law, without the authorization of the Customer, remove the Organic Materials Cart(s) or Bin(s) and stop Collecting Organic Materials from that Service Unit. Alternatively, on the 3rd and any subsequent time in one (1) Agreement Year CONTRACTOR finds that a Service Unit has set out Contaminated Organic Materials, CONTRACTOR may begin to charge the Customer a "Contamination charge" as set forth in Exhibit A each time the Organic Materials are Contaminated.

7.17 Commingling of Materials

A. **Solid Waste, Recyclable Materials, and Organic Materials.** CONTRACTOR shall not commingle Solid Waste Collected pursuant to this Agreement with any Recyclable Materials or Organic Materials separated for Collection pursuant to this Agreement prior to delivery to the appropriate Approved Facility without the express prior written authorization of the Contract Administrator.

B. **Solid Waste Material Collected in the Service Area.** CONTRACTOR shall not commingle any Solid Waste Collected pursuant to this Agreement with any other material Collected by CONTRACTOR outside the RWMA Service Area prior to delivery to the appropriate Approved Facility unless CONTRACTOR has provided documentation that is satisfactory to the Contract Administrator explaining how the commingled material will be allocated.

C. **Recyclable Materials Collected in the Service Area.** CONTRACTOR shall not commingle Recyclable Materials Collected pursuant to this Agreement with any other material Collected by CONTRACTOR outside the RWMA Service Area prior to delivery to the appropriate Approved Facility unless CONTRACTOR has provided documentation that is satisfactory to the Contract Administrator explaining how the commingled material will be allocated.

D. **Organic Materials Collected in the Service Area.** CONTRACTOR shall not commingle Organic Materials Collected pursuant to this Agreement with any other material Collected by CONTRACTOR outside the RWMA Service Area prior to delivery to the appropriate Approved Facility unless CONTRACTOR has provided documentation that is satisfactory to the Contract Administrator explaining how the commingled material will be allocated.

E. **Material Separation.** Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D shall not be mixed together in CONTRACTOR's Collection equipment unless such material has been deemed Contaminated, in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification, except for such material that has been deemed Contaminated, in which case it shall be classified as Solid Waste.

7.18 Personnel

A. **General Personnel Requirements.** The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR shall be responsible for ensuring that its employees comply with all Applicable Laws and regulations and meet all federal, State, and local requirements related to their employment and position.

1. CONTRACTOR shall furnish such qualified drivers, mechanical, supervisory, Customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

2. CONTRACTOR shall use its best efforts to ensure that all employees who interact with Customers present a neat appearance and conduct themselves in a courteous manner. CONTRACTOR shall not permit its employees to demand, or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public.

3. CONTRACTOR shall designate at least one (1) qualified employee as the CITY's primary point of contact with CONTRACTOR who is principally responsible for Collection Services and resolution of service requests and complaints.

B. Driver Qualifications. All drivers must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. CONTRACTOR shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

C. Safety Training. CONTRACTOR shall provide suitable operational and safety training for all of its employees who operate Collection vehicles or equipment. CONTRACTOR shall train its employees involved in Collection to identify, and not to Collect, Exempt Waste. Upon the Contract Administrator's request, CONTRACTOR shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

7.19 Hazardous Waste Inspection and Handling

A. Inspection Program and Training. CONTRACTOR shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.

1. CONTRACTOR's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

B. Response to Exempt Waste Identified at an Approved Facility. Materials Collected by CONTRACTOR will be delivered to the Approved Facilities for purposes of transfer, Processing or Disposal. In the event that load checkers and/or equipment operators at such Approved Facility identify Exempt Waste in the loads delivered by CONTRACTOR, such personnel shall remove these materials for storage in approved, on-site, Exempt Waste storage container(s). CONTRACTOR shall arrange for removal of the Exempt Waste at its cost by permitted haulers in accordance with Applicable Laws and regulatory requirements. The CONTRACTOR may, at its sole expense, attempt to identify and recover the cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost of Disposal shall be chargeable to the Generator.

ARTICLE 8: BILLING, CUSTOMER SERVICE, RECORD KEEPING, AND REPORTING

8.1 Billing and Collection

The CONTRACTOR shall be solely responsible for the billing and collection of payments for all Collection Services, including billing of CITY for any services provided in excess of those CITY Collection Services specified in Section 5.9. The CONTRACTOR shall charge Service Recipients an amount that shall not exceed the Maximum Service Rates set forth in Exhibit A to this Agreement as adjusted under the terms of this Agreement. Billing shall be performed on the basis of services rendered. The CITY or the Contract Administrator shall have the right to review and approve the format of all Customer bills. CONTRACTOR shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the Maximum Service Rates set forth in Exhibit A, as adjusted under the terms of this Agreement. Unless otherwise expressly provided, all references to Exhibit A in this Agreement shall be deemed to refer to such exhibit as adjusted from time to time in accordance with the provisions of this Agreement.

A. **Partial Month Service**. If, during a month, a Service Unit is added to or deleted from CONTRACTOR's Service Area, the CONTRACTOR's billing shall be pro-rated by dividing the monthly rate for the service provided to the Service Unit by four (4), and multiplying the result by the number of actual weeks in the month that service was provided to the Service Unit.

B. **Billing Inserts.** CITY may provide educational and other material to CONTRACTOR for inclusion in the invoices provided by CONTRACTOR to SFD, MFD, and Commercial Customers for Collection Services. CONTRACTOR may charge the CITY for the insertion and any extra postage charges for educational or other materials provided for distribution in the invoices.

8.2 Delinquent Service Accounts

The CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts, including discontinuing any or all service and/or removing Carts, Bins, or other Containers from service addresses located in areas where no lien process is available to CONTRACTOR to collect delinquent accounts ("Non-Lien Areas"). No less than seven (7) Days prior to discontinuing service to a Customer, CONTRACTOR shall notify the Contract Administrator of the address, Service Level, service frequency, and delinquent billing amount. CONTRACTOR may withhold service from a delinquent account associated with a service address that is in a Non-Lien Area until past delinquencies are paid in full. Upon restoring service to a previously delinquent account, CONTRACTOR may require a deposit from the Customer not to exceed one (1) month's billings at the Customer's Service Level, or such other amount as is agreed by the Contract Administrator.

8.3 Low-Income Senior Citizen Maximum Service Rates

CONTRACTOR shall provide SFD Collection Services to qualified low-income senior citizens at rates not exceeding the Maximum Service Rates for such services specified in Exhibit A upon request. The qualification requirements for the low-income senior citizen rates include all of the following: (i) head of household; (ii) minimum of sixty-two (62) years of age; and, (iii) an adjusted gross income for the household at or below one hundred fifty percent (150%) of the current federal Poverty Guidelines for the 48 Contiguous States and the District of Columbia for the applicable size of family unit.

A. To demonstrate conformity with the qualification requirements, CONTRACTOR shall require applicants to complete an application form provided by CONTRACTOR and provide copies of photo identification showing proof of age and the first and second pages of Form 1040, U.S. Individual Income Tax Return for the previous calendar year, or other suitable documentation to verify household income.

B. Eligibility shall be granted for a specified period not to exceed two (2) years after which CONTRACTOR shall require applicant to re-certify as to their continued eligibility. CONTRACTOR shall require approved applicants to provide notification if and when their eligibility qualification status changes.

8.4 Non-Disclosure

CONTRACTOR will not disclose to any Person other than the CITY or RWMA any information identifying an individual Customer, the composition or contents of a Customer's Discarded Materials, or a Customer's trade secrets unless upon the authority of a law, or order validly issued by a court or administrative tribunal of competent jurisdiction or pursuant to written authorization of the Customer.

8.5 No Marketing

CONTRACTOR will not market or distribute mailing lists with the name or address of Customers. CONTRACTOR's obligations under this subsection are in addition to any other privacy rights accorded Customers under Applicable Law.

8.6 Customer Service Staffing and Hours

The CONTRACTOR shall maintain a publicly accessible office located within the RWMA Service Area as set forth in Section 7.2 that is staffed by trained and experienced Customer service representatives (CSRs). Such office shall be equipped with a telephone system and staff so that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings and shall have responsible Persons in charge during Collection hours. The telephone system shall meet the requirements of Sections 8.7.D through 8.7.F. The CONTRACTOR shall provide either a telephone answering service or a mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next morning the office is open.

8.7 CONTRACTOR's Customer Service

CONTRACTOR shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer service requests and complaints. CONTRACTOR shall record in its computer system or a separate log, approved as to form by the Contract Administrator, all complaints noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. The CONTRACTOR shall retain this complaint log for the Term. Upon request by the Contract Administrator, CONTRACTOR shall compile and submit a summary statistical table of the complaint log. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by the CONTRACTOR in a prompt, courteous, and efficient manner.

A. **Response Requirement.** For those complaints related to missed Collections that are received by 12:00 p.m. on a Residential Service Work Day, the CONTRACTOR will return to the Customer

address and Collect the missed materials before leaving the Service Area for the Day. For those complaints related to missed Collections that are received after 12:00 p.m. on a Residential Service Work Day, the CONTRACTOR shall have until the end of the following Residential Service Work Day to resolve the complaint. For those complaints related to repair or replacement of Carts or Bins, the CONTRACTOR shall resolve the complaint according to the requirements described in Section 7.10.C.

B. **Missed Collections.** CONTRACTOR agrees that it is in the best interest of the CITY that all Solid Waste, Recyclable Materials, and Organic Materials be Collected on the scheduled Collection Day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Customer requests missed Collection Service more than two (2) times during the Term of this Agreement CONTRACTOR shall contact the Customer to determine an appropriate resolution to that situation.

C. **Emergency Contact.** The CONTRACTOR shall provide the Contract Administrator with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

D. **Multilingual/TDD Service**. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English, Spanish and one (1) other language as may be directed by CITY. CONTRACTOR shall also at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

E. **Service Recipient Calls.** During office hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least seven (7) incoming calls at one (1) time. CONTRACTOR shall document calls regarding inquiries, service requests and complaints through the use of the CONTRACTOR's ticket report system.

F. **Response to Calls.** All incoming calls shall be answered by a Customer Service Representative within five (5) rings. Customers shall not be placed "on-hold" in excess of one and one half (1.5) minutes.

G. **Website.** CONTRACTOR shall develop and maintain a website dedicated to services provided in the CITY that is accessible by the public. The website shall include a description of all services available to Customers; answers to frequently asked questions; rates for all Collection Services available; Recyclable Materials and Organic Materials specifications; proper Household Hazardous Waste Disposal procedures; and, other related topics. CITY shall arrange for the CITY's website to include an e-mail link to CONTRACTOR and a link to CONTRACTOR's website. The CONTRACTOR's website shall provide the public the ability to e-mail complaints to CONTRACTOR and request services or service changes.

H. **Hazardous Waste Referrals.** CONTRACTOR shall provide information regarding the Collection of Hazardous Waste to those Service Recipients requesting such information. The information shall, at a minimum, include the name and phone number of those companies or agencies in the RWMA Service Area that are legally permitted to collect and transport Hazardous Waste.

I. **Automated Billing Payment.** In an effort to reduce paper waste, CONTRACTOR shall make available to all Customers an automated billing and payment system at no additional charge. This

system should be website based and allow Customers to view and pay bills through CONTRACTOR's website. Through the CONTRACTOR's website, Customers may request to cease paper billing and receive all bills through e-mail and/or CONTRACTOR's website. CONTRACTOR will ensure that the electronic billing and payment website conforms to industry-standard practices for electronic commerce security. CONTRACTOR must ensure that these Customers are compiled in a list to ensure that billing inserts are mailed directly. CONTRACTOR shall promote the website-based billing and payment system on all paper bills sent to Customers.

8.8 Record Keeping

A. **Accounting Records.** CONTRACTOR shall maintain full, complete and separate financial, statistical and accounting records pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit, copy, and inspection. Gross Billings derived from provision of the Collection Services, revenues from the sale of Recyclable Materials, CRV revenue or revenue from the sale of Composted material, whether such services are performed by the CONTRACTOR or by an approved Subcontractor(s) as set forth in Exhibit E, shall be recorded as revenues in the accounts of the CONTRACTOR. These records shall be maintained separately from CONTRACTOR's records for services provided outside the Service Area. CONTRACTOR shall maintain and preserve all cash, billing and Disposal records for a period of not less than eight (8) years following the close of each of the CONTRACTOR's fiscal years.

B. **Agreement Materials Records.** CONTRACTOR shall maintain records of the quantities of: (i) SFD, MFD, Commercial, and CITY Solid Waste and C&D Collected and Disposed under the terms of this Agreement; (ii) Recyclable Materials, by type, Collected, purchased, Processed, sold, donated or given for no compensation, and Residue Disposed; (iii) Organic Materials by type Collected, Processed, sold, donated, or given for no compensation and Residue Disposed; (iv) Bulky Items, Collected, Processed, sold, donated, or given for no compensation, and Residue Disposed; and, (v) C&D Collected, Processed, sold, donated, or given for no compensation, and Residue Disposed.

8.9 Reporting Requirements

Quarterly reports shall be submitted to the Contract Administrator no later than forty-five (45) Days after the end of the reporting quarter and annual reports shall be submitted to the Contract Administrator no later than November 15 after the end of each preceding Agreement Year. Quarterly and annual reports shall be submitted in hard copy or provided electronically via e-mail if acceptable to the CITY.

A. **Quarterly Reports.** Quarterly reports to the CITY shall be on a calendar quarter basis and shall include:

1. **Solid Waste Data.** Quarterly reporting of Solid Waste Disposal data and certain types of Diversion data is governed by State law, and while the CITY currently is a member of a regional agency as defined by State law that allows for the reporting of this data on a regional basis, CONTRACTOR shall continue to report these data specific to the CITY.

2. **Recycling and Organic Materials Data and Alternative Daily Cover Diversion from the Approved Transfer Station, Approved MRF, Approved Organic Materials Processing Facility and Approved Disposal Facility.** The CITY is a member of the RWMA regional

agency, and as long as the CITY remains a member of this regional agency, data regarding Recyclable Materials, Organic Materials, and ADC Diversion from the Approved Transfer Station, Approved MRF, Approved Organic Materials Processing Facility, and Approved Disposal Facility will be reported in aggregate for all of the Participating Member Agencies. Furthermore, these aggregate data may include tonnage from Beale Air Force Base in Yuba County because these materials may be commingled at the Approved Facilities and are also pertinent to the computation of the State-mandated Diversion requirement per the Act. Therefore, CONTRACTOR shall report on a region-wide basis for all Participating Member Agencies, the amount of Diversion calculated as follows:

- The amount of Recyclable Materials by specific material type, shipped by CONTRACTOR to Recycling markets during the quarter, minus Residue Disposed, and minus the amount of materials received at any co-located buy-back centers or through other programs during the quarter, by specific material type. The materials from each of these activities shall be separately identified.
- The amount of Organic Materials Diverted to the Organic Materials Processing Facility(ies) minus Residue Disposed.
- The amount of Organic Materials Diverted to other end uses minus Residue Disposed.

3. **Disposal and Diversion Data Solely Attributable to CITY.** In addition to reporting on a region-wide basis for all Participating Member Agencies, CONTRACTOR shall also report to the CITY on a calendar quarter basis, the Disposal data and the types and amounts of Diversion as provided in Section 6.7 of this Agreement that are attributable to the CITY based on the allocation methodology agreed to and approved by the CITY.

4. **Public Education and Information Activities.** CONTRACTOR shall report on all public education and information activities undertaken during the period, including distribution of printed materials, ads, other notices, Non-Collection Notices, community information and events, school visits, tours, and other activities related to the provision of Collection Services. CONTRACTOR shall provide all programs and services set forth in this Agreement related to AB 341 and AB 1826 compliance, commencing immediately upon the Commencement Date, including required outreach and education, including development, printing, and distribution of CITY-approved materials; documentation and reporting of outreach and education; offer of Recyclable Materials and Organic Materials/Food Waste Collection Services as required per AB 341 and AB 1826; and, documentation of Customers required to be offered services per AB 341 and AB 1826 and list of Customers in compliance (including Customer name, subscription of; weekly yards of Solid Waste service; weekly yards of Recyclable Materials; and/or Organic Materials/Food Waste Collection Service); all as more fully described elsewhere in this Agreement.

5. **Customer Base Data.** CONTRACTOR shall provide Customer base data consisting of the SFD, MFD, and Commercial Service Units and C&D Collection Services billed and CITY Collection Services provided, including service type, Container size, number of Containers, and frequency of Collection.

B. **Annual Account Data Report.** The annual account data report to the CITY shall include the number of SFD, MFD, Commercial, and CITY Service Units, Bulky Item Collection Service accounts and C&D

Collection Service accounts serviced with the number of Solid Waste, Recyclable Materials, and Organic Materials Carts, Bins, Compactors, and Drop Box Containers serviced for each category.

C. **Additional Reporting.** CITY reserves the right to require CONTRACTOR to provide additional reports or documents as the Contract Administrator reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

8.10 AB 341 and AB 1826 Compliance

CONTRACTOR shall identify those MFD and Commercial Customers who appear based on subscribed-for container volume to be required to comply with AB 341, AB 1826, or other Applicable Laws, but who have not subscribed for Recyclable Materials or Organic Materials Collection service. An updated list of such Customers shall be included in CONTRACTOR's quarterly reports to CITY. CONTRACTOR shall prioritize such Customers for outreach to inform them of their compliance obligation and encourage them to subscribe for service. CONTRACTOR shall provide CITY with such information as CITY may reasonably request regarding CONTRACTOR's operations in order for CITY to prepare any reports required under such statutes.

8.11 Right to Audit

The CITY reserves the right to conduct audits of CONTRACTOR's payments, operations and financial records. The CONTRACTOR shall cooperate with the CITY in connection therewith, including permitting CITY employees or agents, designated by the Contract Administrator, to ride in the Collection vehicles subject to the provision of an appropriate waiver, to inspect records consistent with the terms of this Agreement and to review and inspect all other information and facilities necessary to conduct the audits. The CONTRACTOR shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any Person designated by the Contract Administrator to conduct such audits. The scope of the audit, and auditing party, will be determined by CITY and the scope may include, but is not limited to: Customer Service Levels and billing; tonnage; and, verification of Diversion rate.

If inaccuracies in CONTRACTOR's payments to CITY are found, CITY may expand the scope of the audit and recover from the CONTRACTOR any additional audit costs resulting from the expanded scope.

8.12 Billing and Service Level Audit

In addition to any other auditing activities required by this Agreement, CONTRACTOR shall perform a comprehensive audit of all Collection routes in the Service Area as of October 1, 2022 and every twenty–four (24) months thereafter, and submit to the CITY a written report on the results of that audit, no later than the March 31 of the subsequent year. The purpose of such audit shall be to ensure that each Customer is receiving the service for which the Customer is being billed. If the CITY requests, CONTRACTOR shall cooperate fully with the CITY to allow the CITY to verify the accuracy of CONTRACTOR's billing and Service Level audit report.

8.13 Performance and Compliance Reviews

A. The CITY may in participation with other Participating Member Agencies conduct, and CONTRACTOR shall cooperate with, up to three (3) performance and compliance reviews during the initial Term of this Agreement, and, if the Term is extended, one (1) per extension, to verify CONTRACTOR has fulfilled its performance and operational obligations under this Agreement.

Each such review shall cover CONTRACTOR's services to all Participating Member Agencies under this Agreement and like agreements between CONTRACTOR and the other Participating Member Agencies. The purpose of such reviews shall be, without limitation, to review complaints, billings, and fee payments, and to determine if CONTRACTOR has met the performance standards described in such agreements. The Participating Member Agencies may choose to enlist professional service providers to perform such reviews and CONTRACTOR shall be required to pay the actual costs for such services up to fifty thousand dollars ($50,000) per review. In order to maintain the professional service provider's independence, CONTRACTOR may not influence or control the selection of such professional service providers. CONTRACTOR shall take direction from the CITY and its agents during the review process. If any noncompliance with the Agreement is found, the CITY may direct the CONTRACTOR to correct the inadequacies. The dollar amount stated in this Section 8.13 shall be adjusted annually by the same percentage used to adjust the base element of the Maximum Service Rates as described in Exhibit B.

B. At the CITY's sole option, with at least thirty (30) Days' written notification to the CONTRACTOR, it may set a public meeting at which the CONTRACTOR shall be present and shall participate, to review the CONTRACTOR's performance and quality of service and provide for evaluation of technological and regulatory changes.

ARTICLE 9: FRANCHISE FEES AND OTHER FEES

9.1 RWMA Surcharge Fee

During the Term of this Agreement, CONTRACTOR shall pay RWMA a RWMA surcharge fee to fund the programs and activities of the RWMA as authorized in the Joint Powers Agreement as it may be amended from time to time. These programs and activities currently include the funding, operation and/or maintenance of the Household Hazardous Waste facility in Yuba City; the Yuba-Sutter Local Enforcement Agency; rate reviews; special projects; and, RWMA administration. CITY shall provide CONTRACTOR with any change to the RWMA surcharge fee no later than thirty (30) Days prior to the date that the annual rate adjustment application is due. In the event that the CITY adjusts the RWMA surcharge fee, CONTRACTOR may adjust the Maximum Service Rates, subject to approval by CITY of CONTRACTOR's calculation of the adjustment amount, incorporate any such changes in the surcharge fee prior to the time that the new surcharge fee becomes effective.

A. **Payment of RWMA Surcharge Fee.** CONTRACTOR shall make payment to the RWMA of the RWMA surcharge fee. Payment to the RWMA shall be due on the twentieth (20th) Day of each month with respect to surcharge fees billed by CONTRACTOR in the preceding month. Each payment shall be accompanied by an accounting that sets forth the amount of RWMA surcharge fees attributable to each Service Area for the preceding month. No acceptance by the RWMA of any payment shall be construed as an accord that the amount is the correct amount, nor shall such acceptance of payment be construed as a release of any claim the RWMA may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement.

B. **RWMA Surcharge Fee Audit.** All amounts paid shall be subject to independent audit and recompilation by the RWMA. If, after an audit, such recompilation indicates an underpayment, CONTRACTOR shall pay to the RWMA the amount of the underpayment plus interest at the Wall Street Journal Prime Rate. If the underpayment is in excess of five percent (5%) of the total fees due for the period of the audit, the CONTRACTOR shall reimburse the RWMA for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Residential Service Work Days of receipt of written notice from the RWMA that such is the case. If, after an audit, such recompilation indicates an overpayment, the RWMA shall notify the CONTRACTOR in writing of the amount of the overpayment. CONTRACTOR may offset the amounts next due following receipt of such notice by the amount specified therein.

9.2 Franchise Fee

A. **Franchise Fee Amount.** in consideration of the exclusive Franchise granted to CONTRACTOR by this Agreement, CONTRACTOR shall pay CITY a Franchise Fee during the Term of this Agreement. The Franchise Fee shall be nine percent (9%), unless otherwise adjusted by the CITY, CONTRACTOR's monthly Gross Billings net of RWMA surcharge fees.

B. **Timing and Method of Payment.** CONTRACTOR shall make payment to the CITY of the fees set forth in subsection A of Section 9.2. Payment to the CITY shall be due quarterly on the twentieth (20th) Day of the month following each three (3) month period (quarter) during which revenues are billed. Each such payment shall be accompanied by an accounting that sets forth CONTRACTOR's Gross Billings during the preceding quarter. In the event CONTRACTOR begins

invoicing Customers for Residential Collection Services on a monthly basis, fee payments shall be due on the twentieth (20th) Day of the month following the month the revenues are billed.

C. **Franchise Fee Adjustment.** In the event that the CITY adjusts the Franchise Fee percentage, CITY shall provide CONTRACTOR with such change to the Franchise Fee percentage fee no later than thirty (30) Days prior to the date that the annual rate adjustment application is due. CONTRACTOR may adjust the Maximum Service Rates, subject to approval by CITY of CONTRACTOR's calculation of the adjustment amount, to incorporate any such changes in the Franchise Fee percentage prior to the time that the new Franchise Fee percentage becomes effective. To give effect to the intent of this Section, the Parties agree that the Franchise Fee paid by CONTRACTOR shall be calculated by dividing the base service rate element of each Maximum Service Rate by one (1) minus the Franchise Fee percentage (for example 1.00 - .09 = 0.91); subtracting the base service rate element; and rounding the resulting figure to two (2) decimal places. If the base service rate element of a Maximum Service Rate changes for any reason, the Franchise Fee element will be recalculated.

D. **CONTRACTOR's Liability.** CONTRACTOR acknowledges the following: (1) the Franchise Fee is an obligation of the CONTRACTOR and not CONTRACTOR's customers; (2) CONTRACTOR pays CITY the Franchise Fee as consideration for CITY's granting of the exclusive Franchise; (3) the Franchise Fee is one of CONTRACTOR's many costs of doing business, such as fuel, labor, capital investment, etc.; and (4) if CONTRACTOR fails to fully and timely pay the Franchise Fee, CONTRACTOR forfeits (subject to the notice and cure provisions in Article 12) the exclusive Franchise granted to CONTRACTOR by CITY.

E. **CONTRACTOR Fee Audit.** CONTRACTOR shall conduct regular Gross Billing audits not less than annually, of all Drop Box, Commercial, SFD and MFD Customers in order to ensure the accuracy of the CONTRACTOR's payments to the CITY. CONTRACTOR shall provide a copy of said Gross Billing audit upon request to the CITY. The CITY maintains the right to engage a third party for an independent audit of the results of the Gross Billing audit.

F. **CITY Fee Audit.** No acceptance by CITY of any payment shall be construed as an accord that the amount is the correct amount, nor shall such acceptance of payment be construed as a release of any claim CITY may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by CITY. If, after an audit, such recompilation indicates an underpayment, CONTRACTOR shall pay to CITY the amount of the underpayment plus interest at the Wall Street Journal Prime Rate. If the underpayment is in excess of five percent (5%) of the total fees due for the period of the audit, the CONTRACTOR shall reimburse CITY for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Residential Service Work Days of receipt of written notice from CITY that such is the case. If, after an audit, such recompilation indicates an overpayment, CITY shall notify the CONTRACTOR in writing of the amount of the overpayment. CONTRACTOR may offset the amounts next due following receipt of such notice by the amount specified herein.

9.3 CITY Community Partnership Fee

The Parties acknowledge that certain services and costs are provided and incurred by CITY in connection with both the management of this Agreement and the comprehensive program of activities designed to

effectuate the purpose of this Agreement and benefit the community. To reimburse CITY for the various direct and indirect costs related to the administration of the Collection Service Agreement, and assist with the program activities implemented by the CITY, the CONTRACTOR shall pay CITY a community partnership ("CP") fee. The initial CP fee for the Agreement Year beginning October 1, 2018 and ending September 30, 2019 shall be $14,480. The CP fee for the next Agreement Year and each subsequent Agreement Year shall be adjusted annually by the same percentage as the annual CPI adjustment to the Base Service Rate Element pursuant to Section 1.b. of Exhibit B to this Agreement, taking into account the carry-forward mechanism. CP fees shall be paid on or before the twentieth (20th) day of October beginning with October 2018 and annually thereafter.

9.4 Other Fees

Subject to the provisions of Article 10, Section 10.5(c) and Exhibit B of this Agreement, the CITY shall reserve the right to implement "Other Fees," as it deems necessary to offset any additional CITY costs associated with this Agreement.

ARTICLE 10: CONTRACTOR COMPENSATION AND MAXIMUM SERVICE RATES

10.1 CONTRACTOR Compensation

The Maximum Service Rates set forth in Exhibit A, as more fully defined as CONTRACTOR compensation in this Article, shall be the maximum amount that CONTRACTOR may charge Customers, as full compensation for performance of all the services and obligations required by this Agreement in the manner and at the times prescribed. CONTRACTOR shall impose no other charges for services and obligations provided under this Agreement to Customers unless approved in advance in writing by CITY.

10.2 CITY Approved/CONTRACTOR Set Maximum Service Rates

The CITY approves the Maximum Service Rates, set forth in Exhibit A, for the Collection, transportation, Processing, Recycling, Composting, and/or Disposal of Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, Construction and Demolition Debris and Sludge. CONTRACTOR shall set the Service Rates it charges its Customers for Collection Services provided such rates do not exceed the CITY-approved Maximum Service Rates set forth in Exhibit A, subject to Articles 10.4 and 10.5.

10.3 Initial Service Rates

The Maximum Service Rates the CONTRACTOR may charge Customers through the Agreement Year ending September 30, 2019 shall not exceed the Maximum Service Rates set forth in Exhibit A.

10.4 Annual Rate Adjustments

A. Annual Adjustments. Beginning with the Agreement Year starting October 1, 2019 and ending on September 30, 2020 and for all subsequent Agreement Years the base element of the Maximum Service Rates shown in Exhibit A shall be adjusted by the percentage change in the Consumer Price Index, All Urban Consumers, All Items, San Francisco-Oakland-Hayward, Series ID: CUURS49BSA0, published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"), subject to the annual cap and the carry-forward mechanism described in Exhibit B. The annual rate adjustment process and the methodology for calculating the annual adjustment shall be as set forth in Exhibit B. The CONTRACTOR shall submit the rate application required by Exhibit B electronically in a format approved by the CITY to the Contract Administrator on or before June 1, 2019 and June 1 of each succeeding Agreement Year.

The annual rate adjustment process shall be as set forth in Exhibit B.

10.5 Extraordinary Rate Adjustments

It is understood that the CONTRACTOR accepts the risk for ordinary-course changes in the cost of providing services and the Service Levels requested by Customers and therefore the extraordinary adjustments to Maximum Service Rates shall be limited to:

A. a Change in Law that increases or decreases CONTRACTOR's costs or revenues associated with providing Collection of Discarded Materials under the terms of this Agreement. Such costs, except for those fees set forth in Section B-D. below, shall not include costs of owning or operating any

Approved Facility, regardless of its location, or costs relating to the closed Recology Yuba-Sutter landfill in Marysville; or

B. a change to the host fees set forth in Section 10.8; or

C. the addition of a new fee, deletion of an old fee or increase or decrease in a then-existing fee, payable to a Participating Member Agency, or the RWMA by a Participating Member Agency; or

D. the addition of a new fee, deletion of an old fee, or increase or decrease in a then-existing fee, payable to any governmental authority, that is either paid directly by CONTRACTOR, or that is paid by an Approved Facility or third party and passed through to CONTRACTOR, but excluding any fees relating to the closed Recology Yuba-Sutter landfill in Marysville.

If any event set forth in items A. through D. of this Section 10.5 occurs or is reasonably expected to occur, either Party may request an extraordinary adjustment to the Maximum Service Rates in excess of the annual adjustment described in Section 10.4 and Exhibit B in order to cover the change in CONTRACTOR's costs and/or revenues resulting from the event.

CONTRACTOR shall prepare a proposal for the extraordinary rate increase. Such submittal shall provide all information reasonably requested by Contract Administrator specific to the nature of the request being made. If CONTRACTOR initiates the request for the extraordinary rate adjustment, CONTRACTOR shall pay all reasonable third party costs incurred by CITY, including the costs of outside accountants, attorneys, and/or consultants, in order to make a determination of the reasonableness of the requested extraordinary rate adjustment. If the adjustment is granted, such costs, exceeding twenty-five thousand dollars ($25,000) in total for all Participating Member Agencies shall be recoverable on a pass-through basis as part of the increase (amortized as necessary over the remaining Agreement term at the time of the adjustment so that there is no windfall to CONTRACTOR). In such case the pass-through costs shall not be part of the base service rate element of the Maximum Service Rates but instead will be a separate fee element. As such they will be adjusted in accordance with Section 1.C. of Exhibit B to this Agreement. The proposal shall clearly document the reason for the proposed adjustment, include calculation of the proposed rate adjustments, and provide supporting documentation.

In the event CONTRACTOR initiates the request for extraordinary rate increase, it is understood that the CONTRACTOR shall have the burden of demonstrating to the reasonable satisfaction of the CITY that the request is justified (i.e. that an event set forth in items A. – D. above has or will increase CONTRACTOR's reasonable and necessary costs (or decrease revenues) of performing Collection Services under this Agreement).

The Contract Administrator shall have the right to request any other information that they, in their sole but reasonable judgment, determine is necessary to establish the reasonableness or accuracy of CONTRACTOR's request for an extraordinary rate increase. CONTRACTOR's failure to fully cooperate in a timely manner with any reasonable request for information by the Contract Administrator may result in either the denial of or a delay in the approval of the request for an extraordinary rate increase.

10.6 Submittal of Request

A request for an extraordinary rate adjustment shall be conducted as provided in this Section. CONTRACTOR is obligated to meet requirements of this Section whether process is CITY-initiated or

CONTRACTOR-initiated.

A. The Party initiating an extraordinary rate adjustment shall provide notice to the other Party, citing the applicable provisions of this Article and providing a complete written summary of the reason for the extraordinary rate adjustment, and its impact on CONTRACTOR's Collection obligations and revenues.

B. If a notice of extraordinary rate adjustment is issued by the CITY, within thirty (30) calendar days of receiving the CITY's notice, the CONTRACTOR shall prepare and submit a proposal in accordance with the proposal format specified in Section 10.6.D

C. If a notice of extraordinary adjustment is issued to CITY by the CONTRACTOR, the CONTRACTOR's notice shall include a proposal in accordance with the proposal format specified in Section 10.6.D, and shall be submitted by the April 1 preceding the October 1 on which CONTRACTOR wishes the adjustment to occur. In the event the proposal is not submitted in a timely manner as required in this Section, CITY is under no obligation to consider the proposal and may request that CONTRACTOR resubmit the proposal for consideration in the next Agreement Year.

D. **Proposal Format.** For any proposal submitted under this Section, CONTRACTOR shall to the extent applicable:

1. Describe the circumstance warranting an extraordinary rate adjustment. If CONTRACTOR is responding to a CITY request for an adjustment, the description shall be based on the information provided by CITY under Section 10.6 A. above.

2. Submit a work plan for implementing a change in CONTRACTOR's Collection obligations including to the extent appropriate, changes in operating methods and labor needs, and implementation schedule.

3. Identify the capital and/or operating cost of modifying the CONTRACTOR's Collection obligations to support any requested change in Maximum Service Rates. The CONTRACTOR shall include detailed documentation supporting its cost proposal, including cost substantiation.

4. For the purposes of analyzing cost impacts of changes in scope, the CONTRACTOR's profit from operations shall be calculated using profit percentage of twelve and three-tenths percent (12.3%) multiplied by the actual reasonable and necessary costs net of government fees.

5. Provide draft language changes to the provisions of this Agreement, as CONTRACTOR deems appropriate and necessary to effect any change in Maximum Service Rates or CONTRACTOR's Collection obligations.

E. The Party that initiated the extraordinary rate adjustment may withdraw its notice and its request for the Extraordinary Rate Adjustment at any time.

F. After CONTRACTOR's submission of the information provided above, on or before April 1, each Party shall use best efforts to complete its evaluation of the request and, if the request is granted, approval of any associated Agreement amendments and adjustments to the Maximum Service Rates, by October 1.

10.7 CITY Review

The Initiator of the request for an extraordinary rate adjustment shall bear the burden of justifying by substantial evidence its entitlement to any adjustment in Maximum Service Rates under Section 10.5. If CONTRACTOR submits a proposal for an extraordinary rate adjustment, CITY shall review the proposal provided by CONTRACTOR in accordance with Section 10.6 as well as any other information it deems necessary to determine, what, if any adjustment is justified. Once all of the requested information has been received and reviewed CITY shall determine if CONTRACTOR has demonstrated that the extraordinary rate adjustment is justified to the reasonable satisfaction of CITY . In the event CITY determine that an extraordinary rate adjustment is justified they shall not unreasonably withhold consent to such extraordinary rate adjustment.

10.8 Host Fees Imposed by RWMA Member Agencies

The City of Marysville, an RWMA Member Agency, imposes a business license fee ("host fee") of $4.40 per ton (as of the Effective Date of this Agreement) on CONTRACTOR for each ton of Solid Waste delivered to the Marysville Transfer Station. In addition, the County of Yuba, an RWMA Member Agency, imposes a host fee of $4.40 per ton (as of the Effective Date of this Agreement) on the Ostrom Road Landfill operator for each ton of Solid Waste delivered to the Ostrom Road Landfill. The amount of the Yuba County host fee is included in the per-ton tip fee paid by CONTRACTOR for Disposal of Solid Waste at the Ostrom Road Landfill. The Marysville business license (host) fee is not payable with respect to material designated by CONTRACTOR and accepted by the Marysville Transfer Station operator as Recyclable Materials, Green Waste, ADC or inerts. The Yuba County host fee is not payable with respect to material designated by CONTRACTOR and accepted by the Ostrom Road Landfill operator as Recyclable Materials, Green Waste (Diverted from landfill), ADC, or inerts.

10.9 Rate Adjustment for Direction to New Facilities

If the Participating Member Agencies direct CONTRACTOR to use a different Approved Facility (the "new facility") from the one then being used by CONTRACTOR (the "previous facility"), then Maximum Service Rates shall be adjusted upward or downward to reflect the net increase or decrease in costs to CONTRACTOR of using the new Approved Facility as compared to the previous Approved Facility. The net increase or decrease in costs shall be determined taking into account the difference in tip, Processing or other fees, transportation costs, and any other costs reasonably incurred by CONTRACTOR (e.g. sorting costs, if the new facility has different contamination thresholds than the previous facility). CONTRACTOR shall not be required to begin using any new facility until the Maximum Service Rate adjustment contemplated by this Section has taken effect. In addition, if after such adjustment the tip, Processing or other fees payable by CONTRACTOR to use a Third Party Facility increase or decrease, then Maximum Service Rates shall be adjusted to pass through such increase or decrease. In addition, if the Approved Facility is changed from one that is owned or operated by CONTRACTOR or its Affiliate to one that is not, the provisions of this Agreement relating to the activities to be conducted by or at the Approved Facility shall be modified in a fair and reasonable manner to reflect the fact that CONTRACTOR or its Affiliate no longer controls the facility.

ARTICLE 11: INDEMNIFICATION, INSURANCE, AND PERFORMANCE BOND

11.1 Indemnification of the CITY

A. General. CONTRACTOR shall defend, with counsel reasonably acceptable to the CITY, indemnify and hold harmless, to the fullest extent allowed by law, CITY, its officers, officials, employees, volunteers, agents and assignees (collectively, "Indemnitees"), from and against any and all causes of action, claims, costs (including but not limited to reasonable attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or enforcing this indemnity which fees and costs shall be reasonable if incurred by CITY and reimbursed by CONTRACTOR), loss, damages (including but not limited to special and consequential damages), liability, penalties (including attorneys' fees for the adverse Party), forfeitures, demands, proceedings or suits, in law or in equity, of every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising out of or in any way connected with the performance of this Agreement by CITY, its agents, directors, or employees, or by CONTRACTOR, its agents, directors, or employees, whether such claims, liens, demands, damages, losses or expenses are based upon a contract or upon a claim for personal injury, death or property damage, or upon any other legal or equitable theory whatsoever to include without limitation, claims arising or resulting from or made by third parties alleging: (i) the negligence or willful misconduct of the CONTRACTOR, its agents, employees, and/or Subcontractors, in exercising the privileges granted to it by this Agreement; (ii) the failure of the CONTRACTOR, its agents, employees, and/or Subcontractors in the performance of this Agreement to comply in all respects with the provisions and requirements of this Agreement, Applicable Laws, ordinances and regulations, and/or applicable permits and licenses; (iii) the acts of CONTRACTOR, its agents, employees, and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law; and, (iv) claims that arise out of or result from the performance of this Agreement by the CITY, its agents, directors or employees or CONTRACTOR, its agents, directors, or employees, whether such claims, liens, demands, damages, or losses or expenses are based upon a contract or upon a claim for personal injury, death or property damage or upon any other legal or equitable theory, whatsoever. Notwithstanding this defense obligation, CONTRACTOR shall not be required to indemnify CITY from loss or liability to the extent such loss arises from the sole negligence or willful misconduct of the CITY, its agents, directors and employees, at such time that such sole negligence or willful misconduct has been finally determined by a court of competent jurisdiction. CONTRACTOR shall provide the CITY with a defense until such determination has been made (i.e., until a court of competent jurisdiction has determined that the loss or liability arises from the sole negligence or willful misconduct of CITY, CONTRACTOR shall provide a defense as to such loss or liability).

B. CalRecycle Indemnification. In addition, CONTRACTOR's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle (subject to the restrictions set forth in Public Resources Code Section 40059.1) resulting from CITY's failure to meet the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 with respect to the waste stream Collected under this Agreement, where such failure is: (i) due to the failure of CONTRACTOR to meet its obligations under this Agreement; or, (ii) due to CONTRACTOR delays in providing information that prevents CONTRACTOR or CITY or RWMA from submitting reports required by

AB 939, AB 341, AB 1826, and/or SB 1383 in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

C. **Exempt Waste.** CONTRACTOR acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. CONTRACTOR shall not store, transport, use, or Dispose of any Exempt Waste except in strict compliance with all Applicable Laws.

1. In the event that CONTRACTOR negligently or willfully mishandles Exempt Waste in the course of carrying out its activities under this Agreement, CONTRACTOR shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, CONTRACTOR shall first obtain the Contract Administrator's approval of any proposed investigatory or remedial action. Should CONTRACTOR fail at any time to promptly take such action, the CITY may undertake such action at CONTRACTOR's sole cost and expense, and CONTRACTOR shall reimburse the CITY for all such expenses within thirty (30) Days of being billed for those expenses, and any amount not paid within that thirty (30) Day period shall thereafter be deemed delinquent and subject to the delinquent fee payment provision of this Agreement. These obligations are in addition to any defense and indemnity obligations that CONTRACTOR may have under this Agreement. The provisions of this Article shall survive the termination or expiration of this Agreement.

D. **Environmental Indemnity**. CONTRACTOR shall defend, indemnify, and hold the CITY and the RWMA harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of CONTRACTOR in handling Exempt Waste.

E. This provision (i.e., Section 11.1.A through 11.1.D) will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by the CITY and the RWMA or Indemnity from third parties.

11.2 Evaluation of Liability

The CONTRACTOR's obligation to defend, hold harmless, and indemnify under Article 11 shall not be excused because of the CONTRACTOR's inability to evaluate an Indemnitee's liability or because the CONTRACTOR evaluates such liability and determines that the Indemnitee is not liable to the claimant. Within twenty (20) Days of receiving written notice from the CITY of a claim for which the CITY is entitled to indemnity, the CONTRACTOR shall confirm to the CITY in writing that CONTRACTOR will provide a defense to the claim and shall take appropriate actions to provide such defense.

11.3 Hazardous Substances Indemnification

The CONTRACTOR shall indemnify, defend with counsel acceptable to the CITY, and hold harmless the CITY, its officers, officials, employees, agents, assigns, and any successor or successors to the CITY's interest from and against all claims, damages (including but not limited to special, consequential and natural resources damages) injuries, hazardous materials response, remediation and removal costs, losses, demands, liens, liabilities, causes of action, suits (including citizen's suits), legal or administrative proceedings, interest, fines, charges, penalties (including attorneys' fees for the adverse Party), and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection

with defending against any of the foregoing or enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against CITY or its officers, officials, employees, agents, assigns, or contractors arising or resulting from any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning: (i) any Hazardous Substance or Hazardous Wastes at any facility owned or operated by CONTRACTOR or an Affiliate of CONTRACTOR where CONTRACTOR transports, stores, or causes to be Disposed Solid Waste pursuant to this Agreement; (ii) CONTRACTOR's discharge of a pollutant in violation of the State Porter-Cologne Water Quality Act or federal Clean Water Act; (iii) CONTRACTOR's violation of any State or federal air quality rule, law, or regulation; (iv) CONTRACTOR's violation of any other State or federal environmental law, including the Resource Conservation and Recovery Act or its State law corollary; or, (v) CONTRACTOR's discharge of any Hazardous Substance or Hazardous Waste that causes injury to Person(s) or property(ies), in each of clauses (ii) through (v), during the Term of this Agreement and subject to Article 11. The foregoing indemnity is intended to operate as an agreement to indemnify, defend, insure, protect and hold CITY harmless from liability, pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, and other applicable State and federal environmental laws.

11.4 Separate Counsel

CITY may elect to have and consult separate legal counsel from CONTRACTOR at any time during the pendency of any claim at its sole discretion. CITY shall be responsible for paying its separate counsel unless: (i) CITY reasonably determines and notifies CONTRACTOR that separate counsel is required to represent CITY during the resolution of any claim; or (ii) a court of competent jurisdiction rules that CONTRACTOR has refused to satisfy its obligations under this Article 11. Notwithstanding the preceding sentence or the first sentence of Section 11.1, with respect to a particular claim, if CONTRACTOR confirms to CITY in writing CONTRACTOR's obligation to indemnify and defend CITY, without reserving a right to later seek reimbursement from CITY with respect to such claim, CITY shall not object to the counsel representing it being the same counsel that represents CONTRACTOR in the defense of such claim and CITY Council shall consider, if permitted by law, a written conflict-of-interest waiver if such is required for joint representation, and CITY's consent to such conflict-of-interest waiver shall not be unreasonably withheld. If CONTRACTOR provides the aforementioned confirmation, but the CITY declines to consent to such joint representation due to a conflict of interest that CITY has reasonably refused to waive, CONTRACTOR shall either retain separate counsel for CITY at CONTRACTOR's sole expense, or propose different counsel to undertake the joint representation that is not subject to a similar conflict of interest, and such different counsel shall be considered by CITY in accordance with this section. If CONTRACTOR provides the aforementioned confirmation, but the CITY declines to consent to such joint representation for any reason other than a conflict of interest, that CITY has reasonably refused to waive, CITY may retain its own counsel at its own expense, CITY shall have no right of defense or reimbursement of defense costs with respect to such claim (but CITY shall still be entitled to indemnity), CITY shall reasonably cooperate with CONTRACTOR in the defense and settlement of such claim. If CONTRACTOR does not provide the aforementioned confirmation, then CONTRACTOR shall reimburse CITY for the reasonable attorneys' fees and costs of CITY's separate counsel with respect to such claim.

11.5 Consideration

It is specifically understood and agreed that the consideration inuring to the CONTRACTOR for the execution of this Agreement consists of the promises, payments, covenants, rights, and responsibilities contained in this Agreement.

11.6 Obligation

The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance must also be fully complied with as set forth in Section 11.11.

11.7 Subcontractors

The CONTRACTOR shall require all Subcontractors performing Collection Services under the terms of this Agreement to enter into an agreement containing the provisions set forth in this Article 11 in their entirety and Subcontractor shall fully indemnify the CITY in accordance with this Agreement. Such agreement, however, will not relieve CONTRACTOR of its obligations under this Article 11, unless CITY expressly agrees in writing to so relieve CONTRACTOR.

11.8 Exception

Notwithstanding any other provision of this Article 11, CONTRACTOR's obligation to indemnify, hold harmless and defend under this Article 11 does not extend to any loss, liability, penalty, damage, cause of action, suit, forfeiture, claim, demand, proceeding, injury, cost, lien, interest, fine, charge, or expense (i) as to which CONTRACTOR is precluded by law from indemnifying the Indemnitee, (ii) which arose or resulted from the sole negligence or willful misconduct of any Indemnitee; (iii) pertaining to any Indemnitee's actual or alleged violation of Article XIIIC or XIIID of the California Constitution; or, (iv) pertaining to the process by which CONTRACTOR was selected, the exclusive Franchise hereunder was granted, or this Agreement was entered into or approved by CITY, or CITY's authority to do any of the same.

11.9 Damage by CONTRACTOR

If CONTRACTOR's employees or Subcontractors cause any injury, damage or loss to CITY property including, but not limited to, CITY streets or curbs, other than normal wear and tear from routine operations and as set forth in Article 5, CONTRACTOR shall reimburse CITY for CITY's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of CITY to be indemnified by CONTRACTOR for any such injury, damage, or loss. With the prior written approval of CITY, CONTRACTOR may repair the damage at CONTRACTOR's sole cost and expense.

11.10 Survival

CONTRACTOR's indemnity obligations shall survive the expiration or termination of this Agreement and continue until such obligations have been fully satisfied by the resolution of all claims for which indemnity obligations are owed to the CITY.

11.11 Insurance

A. General. CONTRACTOR shall, at its sole cost and expense, procure, maintain and keep in full force and effect during the life of this Agreement commercial general liability insurance in an amount not less than One Million Two Hundred and Fifty Thousand Dollars ($1,250,000) for each occurrence, including damage to rented Premises, personal and advertising ("ADV") injury, with a general aggregate and Products/Completed Operations Aggregates ("Comp/OP AGG") liability coverage of not less than Two Million Dollars ($2,000,000). CONTRACTOR's self-insured retention for commercial general liability shall be no more than Seven Hundred and Fifty Thousand Dollars

($750,000). CONTRACTOR shall procure, maintain and keep in full force and effect during the life of this Agreement, automobile liability insurance for owned, leased, hired or borrowed automobiles in an amount not less than Two Million Dollars ($2,000,000) combined single limit bodily injury and property damage for each accident. CONTRACTOR's self-insured retention for automobile liability shall be no more than Seven Hundred and Fifty Thousand Dollars ($750,000). CONTRACTOR shall provide and maintain the required MCS-90 endorsement to the automobile liability policy for hazardous material/waste transporters. CONTRACTOR shall procure, maintain and keep in full force and effect during the life of this Agreement an umbrella and/or excess policies that covers general liability and automobile liability in an amount not less than Thirty Million Dollars ($30,000,000). CONTRACTOR shall procure, maintain and keep in full force and effect during the life of this Agreement workers' compensation coverage in an amount not less than the State statutory limits and employers' liability insurance in an amount not less than One Million Dollars ($1,000,000), both subject to no more than One Million Dollars ($1,000,000) self-insured retention. CONTRACTOR shall procure, maintain and keep in full force and effect during the life of this Agreement Pollution and Remediation Legal Liability insurance in an amount not less than Fifteen Million ($15,000,000), with a self-insured retention of no more than Two Hundred and Fifty Thousand Dollars ($250,000). Said Pollution and Remediation Legal Liability insurance shall be on a claims-made form and shall be retroactive to the date CONTRACTOR first began providing services in CITY as the exclusive franchisee for Solid Waste Collection Services. Said Pollution and Remediation Legal Liability insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement. If pollution liability insurance coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the Agreement Effective Date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of this Agreement. CONTRACTOR shall procure, maintain and keep in full force and effect during the life of this Agreement any other insurance required by law. The limits of insurance herein shall not limit the liability of CONTRACTOR.

B. Policy(ies). The policy or policies shall be issued by an insurer licensed to do business in the State of California. Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-casualty/United States should be A- (Secure Best's Rating) and VIII (Financial Size Category).

C. Self-Insurance. For the self-insured layers, upon request by CITY, CONTRACTOR shall provide a statement to CITY advising that CONTRACTOR has sufficient assets to fund its workers' compensation, general liability, automobile liability, and Pollution and Remediation Legal Liability cost obligations for the past three (3) years and that sufficient assets are available to fund no less than sixty-five percent (65%) confidence level actuarially estimated workers' compensation, general liability, automobile liability, and Pollution and Remediation Legal Liability loss costs for the next twelve (12) months. Said statement shall be accompanied by statistical information to illustrate the accuracy of the comments and shall be prepared by a Fellow of the Actuarial Society.

D. Additional Requirements. The type and amount of coverage, including the amount of the self-insured retentions, required hereunder may be amended in the future to limits reasonably required by the CITY (such amendment to be considered a CITY-directed change and handled pursuant to Section 5.5). CONTRACTOR shall provide the CITY an endorsement to its insurance policies specifically naming the CITY, its officers, officials, agents, independent contractors,

employees, and volunteers as additional insureds under the commercial general liability and automobile liability policies, providing coverage for claims that arise out of the work or operations performed by or on behalf of CONTRACTOR or that in any way concerns this Collection Service Agreement and including coverage for the additional insureds for both ongoing and completed operations so long as the liability of an additional insured arises out of the work of the named insured, or so long as an additional insured's liability arises out of the named insured's performance of this Agreement. CONTRACTOR shall not utilize an omnibus endorsement, but shall provide an endorsement that specifically names CITY, its officers, officials, agents, independent contractors, employees and volunteers as additional insureds under the policy. The additional insured endorsement shall not be an omnibus endorsement, but shall specifically and directly name each additional insured. Such additional insured endorsement will explicitly include coverage for the additional insureds for both ongoing and completed operations so long as the liability of an additional insured arises out of the work of the named insured, or so long as an additional insured's liability arises out of the named insured's performance of this Agreement. The additional insured endorsement shall not contain any provisions which limit or restrict coverage for the additional insureds beyond the extent set forth in this Agreement. The coverage provided to the CITY shall be equal and identical to the coverage of the CONTRACTOR under "Proof of Insurance." Upon commencement of the Agreement, the CITY shall receive, at a minimum, certificates of insurance and additional insured endorsements. Upon request of the CITY, CONTRACTOR shall allow CITY to review any required policy. However, in the event a claim is made or suit is brought against any of the CITY additional insureds, CONTRACTOR shall provide CITY a copy of all policies of insurance (including all endorsements) relevant to such claim/suit (if any) within ten (10) Business Days following receipt of a written request from CITY for the same.

Furthermore, the commercial general liability policy will contain a separation of insureds provision specifying that the policy will apply separately to CITY and each additional insured against whom claim is made or suit is brought. The required insurance Policy Endorsement shall be filed by CONTRACTOR with the CITY Clerk and the CITY Risk Manager prior to the commencement of CONTRACTOR's operations under this Agreement, which Endorsement shall reflect the coverage as set forth herein. Following the binding of any policy of insurance, CONTRACTOR shall deliver a new Policy Endorsement from the insurance company to the CITY Clerk. The general liability, Pollution and Remediation Legal Liability, excess liability, umbrella liability, and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insureds.** The CITY, its officers, officials, employees, agents, independent contractors, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or reasonable equivalent) to CONTRACTOR's insurance policy.

2. **Primary Insurance.** For any claims related to this Agreement CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, agents, independent contractors, employees, and volunteers. Any insurance or self-insurance

maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

3. **Notification of Cancellation.** CONTRACTOR is required to notify the CITY by certified mail, return receipt requested, of the cancellation of any insurance coverage or policy immediately upon receiving notice of cancellation.

4. **Waiver of Any Rights of Subrogation or Recovery.** CONTRACTOR waives any right of subrogation or recovery against the CITY which might arise because of any workers' compensation payments CONTRACTOR makes for injury in connection with work performed by CONTRACTOR under this Agreement or based on any other theory of Subrogation. The workers' compensation coverage placed in excess of the CONTRACTOR Retained Limit shall be endorsed with a Waiver of Subrogation endorsement.

E. **Subcontractors.** Any Subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, or as may be allowed by this Agreement, hereinafter referred to as "SECONDARY PARTIES," shall comply with each term and condition of this Agreement, including each term and condition of Section 11.11 entitled "INSURANCE." Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts, omissions and satisfactory performance of the terms and conditions of this Agreement. All Subcontractors, independent contractors and agents to CONTRACTOR are disclosed on Exhibit E, attached hereto.

F. **Thirty-Day Notice.** Except for the pollution liability policy, which is written on a claims-made basis, each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the CITY and endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or limits except after thirty (30) Days' prior written notice by certified mail, return receipt requested, has been received by CITY.

G. **Proof of Insurance.** Proof of insurance shall be delivered to the following address or any subsequent address as may be directed in writing by the CITY.

City Manager
City of Live Oak
9955 Live Oak Blvd.
Live Oak, CA 959532

H. **Modification of Insurance Requirements.** The insurance requirements provided in this Agreement may be modified or waived by the CITY, in writing, upon the request of CONTRACTOR if the CITY determines such modification or waiver is in the best interest of CITY considering all relevant factors, including exposure to CITY.

I. **Rights of Subrogation.** All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance. The

clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which CITY is named as an additional insured shall not apply to CITY.

J. **Failure to Obtain Insurance.** The failure of CONTRACTOR to obtain and maintain any required insurance shall not relieve CONTRACTOR of any liability under this Agreement (and CONTRACTOR may be answerable to the CITY for damages or any other remedy on account of such breach) nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification.

K. **No Limitation of Liability.** The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of CONTRACTOR.

11.12 Performance Bond

If requested by CITY in writing, CONTRACTOR shall furnish to the CITY, and keep current, a performance bond in a form with language that is acceptable to the CITY, for the faithful performance of this Agreement and all obligations arising hereunder in an amount equal to two (2) months' Gross Billings from the provision of Collection Services within the CITY. In the event CONTRACTOR takes any action, or allows any action to be taken, which falls under the provisions of Section 13.10 entitled "ASSIGNMENT," waiver of the performance bond as set forth in Section 11.12 herein, is automatically and immediately rescinded and CONTRACTOR shall have ten (10) Days to obtain the performance bond required herein and provide proof of such performance bond to the CITY.

A. **Requirements.** The performance bond shall be executed by a surety company that is: acceptable to the CITY; an admitted surety company licensed to do business in the State of California; has an "A:VII" or better rating by A. M. Best or Standard and Poor's; and is included on the list of surety companies approved by the Treasurer of the United States.

B. **Letter of Credit.** As an alternative to the performance bond discussed in Section 11.12, with CITY's approval, CONTRACTOR may deposit with CITY an irrevocable letter of credit in an amount as set forth in Section 11.12. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to do business in the State of California, in the CITY's name, and be callable at the discretion of the CITY.

ARTICLE 12: DEFAULT AND REMEDIES

12.1 Events of Default

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

A. **Fraud or Deceit**. CONTRACTOR practices, or attempts to practice, any fraud or deceit upon the RWMA or CITY.

B. **Insolvency or Bankruptcy**. CONTRACTOR becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of CONTRACTOR in a bankruptcy proceeding.

C. **Failure to Provide and Maintain Bonds/Letter of Credit and Coverage**. CONTRACTOR fails to provide or maintain the performance bond or letter of credit, if required by this Agreement, or if CONTRACTOR fails to provide or maintain in full force and affect the workers' compensation, liability, or indemnification coverage as required by this Agreement.

D. **Violations of Regulation**. CONTRACTOR violates any orders or filings of any regulatory body having authority over CONTRACTOR relative to this Agreement, provided that CONTRACTOR may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred unless and until the regulatory body or court determines CONTRACTOR violated such order or filing.

E. **Violations of Applicable Law**. CONTRACTOR violates Applicable Law relative to this Agreement.

F. **Failure to Perform Direct Services**. CONTRACTOR ceases to provide Collection, transportation, or Processing services as required under this Agreement for a period of two (2) consecutive Days or more, for any reason within the control of CONTRACTOR.

G. **Failure to Pay or Report**. CONTRACTOR fails to make any payments to the CITY and/or RWMA as required under this Agreement including payment of CITY and/or RWMA fees, surcharges or Liquidated Damages or refuses to provide the CITY or RWMA with required information, reports, and/or records in a timely manner as provided for in the Agreement.

H. **Acts or Omissions**. Any other act or omission by CONTRACTOR which violates the terms, conditions, or requirements of this Agreement, the Act, as it may be amended from time to time, or any law, statute, ordinance, order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if CONTRACTOR cannot reasonably correct or remedy the breach within the time set forth in such notice, if CONTRACTOR should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

I. **False, Misleading, or Inaccurate Statements**. Any representation or disclosure made to the CITY and/or RWMA by CONTRACTOR in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and, any CONTRACTOR-

provided report containing a material misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.

J. **Seizure or Attachment**. There is a seizure of, attachment of, or levy on, some or all of CONTRACTOR's operating equipment, including without limits its equipment, maintenance or office facilities, Approved Facility(ies), or any part thereof.

K. **Suspension or Termination of Service**. There is any termination or suspension of the transaction of business by CONTRACTOR related to this Agreement, including without limit, due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than two (2) Days.

L. **Criminal Activity**. CONTRACTOR, its officers, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement or any other agreement held with the CITY and/or RWMA.

M. **Assignment without Approval**. CONTRACTOR transfers or assigns this Agreement without the expressed written approval of the CITY unless the assignment is permitted without approval of the CITY pursuant to Section 13.10 of this Agreement.

N. **Failure to Provide Proposal or Implement Change in Service**. CONTRACTOR fails to provide a proposal for new services or changes to services or fails to implement a change in service as requested by the CITY as specified in Section 5.5.

O. **Failure to Perform Any Obligation**. CONTRACTOR fails to perform any obligation established under this Agreement.

CITY shall provide CONTRACTOR written notice of default within seven (7) Business Days of the CITY's first knowledge of the CONTRACTOR's default.

12.2 Right to Terminate Upon Event of Default

CITY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR defaults under Section 12.1.C entitled, "Failure to Provide and Maintain Bonds/Letters of Credit and Coverage."

CONTRACTOR shall be given ten (10) Business Days from written notification by the CITY to cure any default which, in the CITY's sole opinion, creates a potential public health and safety threat.

CONTRACTOR shall be given ten (10) Business Days from written notification by the CITY to cure any default arising under subsections E, F, I, J, and K in Section 12.1 provided, however, that the CITY shall not be obligated to provide CONTRACTOR with a notice and cure opportunity if the CONTRACTOR has committed the same or similar breach/default within a twenty-four (24) month period.

CONTRACTOR shall be given thirty (30) Days from written notification by the CITY to cure any other default (which is not required to be cured within ten (10) Business Days); however, the CITY shall not be obligated

to provide CONTRACTOR with a notice and cure opportunity if the CONTRACTOR has committed the same or similar breach/default within a twenty-four (24) month period.

12.3 CITY's Remedies in the Event of Default

Upon CONTRACTOR's default, the CITY has the following remedies in the event of CONTRACTOR default:

A. **Waiver of Default**. The CITY may waive any event of default or may waive CONTRACTOR's requirement to cure a default event if the CITY determines that such waiver would be in the best interest of the CITY. CITY's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

B. **Suspension of CONTRACTOR's Obligation**. The CITY may suspend CONTRACTOR's performance of its obligations if CONTRACTOR fails to cure an event of default in the time frame specified in Section 12.2 until such time the CONTRACTOR can provide assurance of performance in accordance with the terms of this Agreement.

C. **Liquidated Damages**. The CITY may assess Liquidated Damages for CONTRACTOR's failure to meet specific performance standards pursuant to Section 12.6.

D. **Termination**. In the event that CONTRACTOR should default and subject to the right of the CONTRACTOR to cure, in the performance of any provisions of this Agreement, and the default is not cured for any default within ten (10) Days if the default creates a potential public health and safety threat or arises under Section 12.1. E, F, I, J, or K, or otherwise thirty (30) Days after receipt of written notice of default from the CITY, then the CITY may, at their option, terminate this Agreement and/or hold a meeting of its governing body to determine whether this Agreement should be terminated. In the event CITY decides to terminate this Agreement, the CITY shall serve twenty (20) Days' written notice of its intention to terminate upon CONTRACTOR. In the event the CITY exercises its right to terminate this Agreement, the CITY may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of the CITY upon a failure of CONTRACTOR to perform its obligations under this Agreement.

   CONTRACTOR shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.

E. **Other Available Remedies**. The CITY's election of one (1) or more of the remedies described herein shall not limit the CITY from exercising any and all other remedies at law and in equity including injunctive relief, etc.

12.4 Possession of Records and Equipment Upon Termination

In the event of termination for an event of default, the CONTRACTOR shall furnish the Contract Administrator with immediate access to all of its business records, including without limitation, proprietary CONTRACTOR computer systems related to its Customers, Collection routes, and billing of accounts for Collection Services. In addition the CITY shall be allowed to continue to use equipment, Containers, and other property used in providing Collection Services on an interim basis until the CITY has

made other suitable arrangements for the provision of Collection Services, which may include award of the exclusive Franchise to another contractor. During the first six (6) months of use CITY shall not be obligated to CONTRACTOR for any fee for the use of CONTRACTOR'S Collection equipment including Containers and vehicles (which shall be deemed "equipment" for purposes of this section). Thereafter, CITY shall pay CONTRACTOR a monthly rental fee equal to the unamortized cost of the equipment divided by the remaining life used to calculate amortization as documented in such method as may be agreed to between CITY and CONTRACTOR. Such monthly equipment rental amount shall be recalculated monthly to take into account actual unamortized life of the equipment. In the event the equipment is fully amortized, the monthly rental shall be calculated by dividing the salvage value of the equipment, which shall be twenty (20) percent of the original value, by the estimated remaining useful life of the equipment which shall be five (5) years unless a different estimated useful life is mutually agreed to between CONTRACTOR and CITY.

12.5 CITY's Remedies Cumulative; Specific Performance

The CITY's rights to terminate the Agreement under Section 12.3, and to take possession of the CONTRACTOR's records under Section 12.4 are not exclusive, and the CITY's termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies, including but not limited to termination, which the CITY may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by the CITY to the CONTRACTOR, the remedy of damages for a breach hereof by CONTRACTOR is inadequate and the CITY shall be entitled to injunctive relief (including but not limited to specific performance).

12.6 Performance Standards and Liquidated Damages

A. **General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by CITY as a result of a breach by CONTRACTOR of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent and reliable Collection Service is of utmost importance to CITY and that CITY has considered and relied on CONTRACTOR's representations as to its quality of service commitment in entering into this Agreement. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and

reliable service and performance. The Parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, CITY and CITY's residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to CITY's right to treat such non-performance as an event of default under Article 12, the Parties agree that the Liquidated Damages amounts established below represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to CITY, Customers, and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the Liquidated Damage provisions at the time that this Agreement was made.

CITY Initial Here _____ CONTRACTOR Initial Here _____

C. **CITY and RWMA Liquidated Damages.** CITY and CONTRACTOR acknowledge that certain of the performance standards set forth in this Agreement affect the CITY individually while other performance standards affect the CITY as part of the RWMA. Those performance standards affecting the CITY are set forth below under the heading "CITY Liquidated Damages" while those performance standards affecting the CITY as part of the RWMA are set forth below under the heading "RWMA Liquidated Damages".

D. **Procedure for Assessing Liquidated Damages.**

1. CITY may determine the occurrence of events giving rise to Liquidated Damages through the observation of its own employees or representatives, investigation of Customer complaints, or self-reporting by CONTRACTOR. CITY and CONTRACTOR acknowledge that RWMA Liquidated Damages may only be assessed one (1) time for each occurrence within the Service Areas of the Participating Member Agencies (and not one (1) time for each Participating Member Agency).

2. Prior to assessing Liquidated Damages, and within thirty (30) Days of becoming aware of such violation, the Contract Administrator shall give CONTRACTOR notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. CONTRACTOR may review, and make copies at its own expense of all information in the possession of the Contract Administrator relating to incident(s)/non-performance. CONTRACTOR shall not be liable to pay Liquidated Damages with respect to any violation or incident of non-performance that occurs more than thirty (30) Days before notice is given to CONTRACTOR except in those instances where the Contract Administrator determines to its satisfaction that CONTRACTOR knowingly perpetrated the violation or incident of non-performance. CONTRACTOR may, within ten (10) Business Days after receiving notice, request a meeting with the Contract Administrator to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the Contract Administrator or his/her designee. CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-

performance. The Contract Administrator or designee will provide CONTRACTOR with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of Liquidated Damages. The decision of the Contract Administrator or designee may be appealed to the CITY. The decision of the CITY shall be final and CONTRACTOR shall have been deemed to have exhausted its administrative remedies and can thereafter challenge such ruling in court pursuant to California Code of Civil Procedure Section 1094.6. CONTRACTOR shall not be liable to pay Liquidated Damages with respect to any violation or incident of substandard performance as described in Section 12.7 entitled "Excuse from Performance" herein or occurring after termination of this Agreement or while CITY (or any third party authorized by CITY) is performing interim Collection Services except for items 3, 4, 5, 10, 12, or 17 in the tables below occurring after termination of this Agreement.

3. CONTRACTOR shall pay any Liquidated Damages assessed by the CITY and/or RWMA within ten (10) Business Days of the date the Liquidated Damages are assessed. If they are not paid within the ten (10) Business Day period, CITY may proceed against the performance bond or letter of credit, required by the Agreement, unless such performance bond or letter of credit have been waived as set forth in Section 11.12 herein, order the termination of the rights granted by this Agreement, or all of the above.

E. CONTRACTOR agrees to pay (as Liquidated Damages and not as a penalty) the following amounts:

CITY LIQUIDATED DAMAGES		
Item		**Amount**
1.	Failure or neglect to resolve a Customer complaint relating to missed Collection within the time set forth in Section 8.7, or failure to initially respond to any other type of Customer complaint within one (1) Business Day.	$100.00 per incident per Service Recipient.
2.	Failure to clean up spillage or litter caused by CONTRACTOR within the time set forth in Section 7.5.	$300.00 per incident per location.
3.	Failure to repair damage to Customer property caused by CONTRACTOR or its personnel.	$500.00 per incident per location in addition to the reasonable cost of repair if not paid by CONTRACTOR prior to the assessment of this Liquidated Damage.
4.	Failure to repair, or reimburse CITY for, damage to CITY property, other than normal wear and tear from routine operations, caused by CONTRACTOR or its personnel, as provided in Section 11.9.	$500.00 per incident in addition to the reasonable cost of repair if not paid by CONTRACTOR prior to the

CITY LIQUIDATED DAMAGES		
Item		**Amount**
		assessment of this Liquidated Damage.
5.	Failure to maintain or timely submit to CITY all quarterly and annual reports by the deadlines set forth in Section 8.9.	$250.00 per incident per Day for each Day after the report(s) is due.
6.	Failure or neglect to complete at least ninety percent (90%) of a route within the CITY (i.e., Collect at least ninety percent (90%) of properly set out Carts or Bins on the route) on the regular scheduled Collection Service Day unless addressed in Section 12.7, Excuse for Performance, herein.	$1,000.00 for each route not completed.
7.	Failure to notify Customers of changes in route Days as required by Section 7.4.	$50.00 per Customer per Day to a maximum of $1,000.00 per occurrence.
8.	Failure to repair or replace damaged Carts or Bins within the time required by Section 7.10.	$100.00 per incident per Day to a maximum of $500.00 per occurrence.
9.	Failure to deliver or exchange Carts or Bins within the time required by Section 7.10.	$100.00 per incident per Day to a maximum of $500.00 per occurrence.

RWMA LIQUIDATED DAMAGES		
Item		**Amount**
11.	Failure to maintain or timely submit to RWMA on behalf of CITY all documents and reports required under the provisions of this Agreement.	$250.00 per incident per Day.
12.	Failure to display CONTRACTOR's name and Customer service phone number on Collection vehicles for a period exceeding thirty (30) Days.	$100.00 per incident per Day.
13.	Failure to meet the minimum Diversion requirements set forth in Section 6.7 (as may be amended pursuant to Section 5.5). (Calculated per Agreement Year.)	Shortfall of 0.001 to 2 percentage points: $5,000.00 per Agreement Year.

RWMA LIQUIDATED DAMAGES		
Item		**Amount**
		Shortfall of 2.001 to 4 percentage points: $10,000.00 per Agreement Year. Shortfall of 4.001 or greater percentage points: $15,000.00 per Agreement Year.
14.	Commingling Solid Waste with Recyclable Materials in Collection vehicles.	$1,000.00 per incident.
15.	Disposal of Recyclable Materials or Organic Materials in the Approved Disposal Facility except as provided for in this Agreement.	$1,000.00 per load.
16.	Failure to deliver any Collected materials to the Approved Disposal Facility, Approved Materials Recovery Facility, Approved Transfer Station, or Approved Organic Materials Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	$5,000.00 first failure. $25,000.00 each subsequent failure.
17.	Ceasing a program or part of a program for longer than thirty (30) Days without written permission of the Contract Administrator, unless otherwise permitted under this Agreement.	$1,000 per Day beginning with the 31st Day.
18.	Failure to report non-RWMA materials separately in the MRF Diversion figures.	$5,000 per incident.

12.7 Excuse from Performance

The Parties shall be excused from performing their respective obligations hereunder and from any obligation to pay Liquidated Damages to the extent and for the period of time they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. In the case of labor unrest or job action directed at a third party over whom CONTRACTOR has no control, the inability of CONTRACTOR to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of CONTRACTOR's employees while providing such services; or, (ii) make reasonable accommodations with respect to Container placement and point of delivery, time of Collection, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on CONTRACTOR's cooperation in performing

Collection Services at different times and in different locations. Further, in the event of labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the CONTRACTOR's employees or directed at the CONTRACTOR, or a subsidiary, the CONTRACTOR shall not be excused from performance. In such case, CONTRACTOR shall continue to provide a reasonably satisfactory level of performance during the pendency thereof, but the CONTRACTOR shall not be required to adhere strictly to the specific requirements of this Agreement regarding routes, Collection times or similar matters; provided, however, that in no event shall more than seven (7) Days elapse between pickups for Residential and Commercial Customers.

The Party claiming excuse from performance shall, within two (2) Business Days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Article.

If either Party validly exercises its rights under this Article, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of CONTRACTOR's services caused by one (1) or more of the events described in this Article shall not constitute a default by CONTRACTOR under this Agreement. Notwithstanding the foregoing, however, if CONTRACTOR is excused from performing its obligations hereunder for any of the causes listed in this Article for a period of thirty (30) Days or more, the CITY shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to CONTRACTOR, in which case the provisions of Section 12.3 shall apply.

If an Approved Facility becomes unavailable for an extended period due to earthquake, fire, flood or other reason contemplated by this Section, the Participating Member Agencies may designate a new Approved Facility and the Parties shall negotiate in good faith to determine an equitable adjustment to CONTRACTOR's compensation.

12.8 Right to Demand Assurances of Performance

The Parties acknowledge that it is of the utmost importance to the CITY and the health and safety of all those members of the public residing or doing business within the CITY who will be adversely affected by interrupted waste management service, that there is no material interruption in services provided under this Agreement.

If CONTRACTOR: (i) is the subject of any labor unrest including lockout, work stoppage or slowdown, sick-out, picketing, or other concerted job action; (ii) appears in the reasonable judgment of CITY to be unable to regularly pay its bills as they become due; or, (iii) is the subject of a civil or criminal judgment or order entered by a federal, State, regional, or local agency for violation of an Applicable Law, and the CITY believes in good faith that CONTRACTOR's ability to perform under the Agreement has thereby been placed in substantial jeopardy, the CITY may, at its sole option and in addition to all other remedies it may have, demand from CONTRACTOR reasonable assurances of timely and proper performance of this Agreement. Such assurance shall be in such form and substance as the CITY believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If CONTRACTOR fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by the CITY, such failure or refusal shall be an event of default for purposes of Section 12.1.

12.9 Dispute Resolution

In the event of dispute between the CITY and the CONTRACTOR regarding the interpretation of or the performance of services under this Agreement which results in a material impact to the CONTRACTOR's revenue and/or cost of operations as set forth herein, the provisions of this Section 12.9 shall apply. For the purposes of this section, "material impact" is an amount equal to or greater than two percent (2%) of CONTRACTOR's annual Gross Billings under this Agreement.

A. **Meet and Confer.** In the event of disputes regarding the performance of any obligation under this Agreement that results in a material impact to the CONTRACTOR's revenue and/or cost of operations, the CITY and CONTRACTOR agree that they promptly will meet and confer to attempt to resolve the matter between themselves.

B. **Mediation.** In the event that disputes that arise under this Agreement cannot be resolved satisfactorily between the Parties in accordance with Section 12.9.A, the CITY and CONTRACTOR agree that such disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed upon independent third party. If the mediator is unable, within sixty (60) Days thereafter, to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto, then either Party may refer the matter to a court of competent jurisdiction.

C. **Period of Time.** Insofar as allowed by Applicable Law, the period of time otherwise applicable for filing claims against the CITY under Applicable Law shall be tolled during the period of time for which meet and confer or mediation procedures are pending, in accordance with Sections 12.9.A and 12.9.B.

D. **Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s) pursuant to Sections 12.9.A, 12.9.B, and 12.9.C have failed and any necessary claim(s) have been denied.

ARTICLE 13: OTHER AGREEMENTS OF THE PARTIES

13.1 Legal Representation

It is acknowledged that each Party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract or agreement shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both Parties.

13.2 Financial Interest

CONTRACTOR warrants and represents that no elected official, officer, agent, or employee of the CITY has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no CITY employee who acts in the CITY as a "purchasing agent" as defined in the appropriate Article of California Statutes, nor any elected or appointed officer of the CITY, nor any spouse or child of such purchasing agent, employee, or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR and, further, that no such CITY employee, purchasing agent, CITY elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the CONTRACTOR.

13.3 CONTRACTOR Not Officer, Employee or Agent

A. **CONTRACTOR Is Independent Contractor**. It is understood and agreed, and it is the intention of the Parties hereto, that CONTRACTOR is an independent contractor, and is not an officer, employee, or agent of CITY for any purpose whatsoever. CITY shall have no right to and shall not control the manner and method by which the Franchise services are performed by CITY herein, except as otherwise provided in this Agreement. CONTRACTOR shall be entirely and solely responsible for its acts and the acts of its agents, employees, and Subcontractors engaged in the performance of services hereunder. CONTRACTOR shall have no claim under this Agreement or otherwise against CITY for vacation pay, sick leave, retirement benefits, social security, workers' compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The Parties acknowledge that CITY shall not withhold from CONTRACTOR's compensation any funds for income tax, FICA, disability insurance, unemployment insurance, or similar withholding and CONTRACTOR is solely responsible for the timely payment of all such taxes and related payments to the State and federal government for itself and its employees, agents, and Subcontractors who might render services in connection with this Agreement. CONTRACTOR shall inform all entities or Persons who perform any services pursuant to this Agreement of the provisions of this Article.

B. **CONTRACTOR Responsibility To and For Its Officers, Agents Employees, Contractors and Subcontractors.** CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and Subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors, or Subcontractors shall obtain any right to retirement benefits, workers' compensation benefits, or any other compensation or benefits which accrue to CITY employees; and CONTRACTOR expressly waives any claim it may have or acquire to such compensation or benefits.

13.4 CONTRACTOR's Use of Subcontractor

The use of a Subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR's duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator, at their sole discretion, has approved a Subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR's Subcontractors and any compensation due or payable to CONTRACTOR's Subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved Subcontractor for reasonable cause. The Subcontractors listed in Exhibit E to this Agreement are hereby approved by the CITY.

13.5 Compliance with Law

CONTRACTOR shall at all times, at its sole cost, but without limiting CONTRACTOR's rights under Section 10.5, comply with all Applicable Laws, permits, and licenses of the United States, State, County, and City and with all applicable regulations promulgated by federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term. Nothing contained in this Agreement shall require any Party to perform any act or function contrary to law, or limit the laws with which the Party must comply.

A. **Permits and Licenses**. CONTRACTOR shall obtain, at its own expense, all permits, licenses, and approvals required by law or ordinance, and shall maintain such permits, licenses, and approvals in full force and effect throughout the Term of this Agreement. CONTRACTOR shall provide proof of such permits, licenses, or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses, and approvals upon the request of the Contract Administrator.

B. **Notice of Amendment to CITY Municipal Code.** CITY shall provide written notice to CONTRACTOR of any planned amendment of the CITY Municipal Code that would substantially affect CONTRACTOR's obligations or the performance of CONTRACTOR's services pursuant to this Agreement. Such notice shall be provided at least thirty (30) Days prior to the CITY Council approval of such an amendment.

13.6 Governing Law

The law of the State of California shall govern the rights, obligations, duties, and liabilities of CITY and CONTRACTOR under this Agreement and shall govern the interpretation of this Agreement.

13.7 Litigation

In the event of any litigation arising out of this Agreement, the prevailing Party in such action shall be entitled to recover its reasonable costs and expenses including, without limitation, reasonable attorneys' fees and costs paid or incurred in good faith. The "prevailing Party," for purposes of this Agreement, shall be deemed to be that Party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

13.8 Jurisdiction

The Parties agree that any litigation between CITY and CONTRACTOR concerning or arising out of this Agreement shall be filed and maintained exclusively in the Superior Courts of the State of California,

County of Yuba (Yuba Superior Court) to the fullest extent permissible by law. Each Party consents to service of process in any manner authorized by California law.

13.9 Binding on Successors

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

13.10 Assignment

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Article, "assignment" shall include, but not be limited to: (i) a sale, exchange, or other transfer of substantially all of CONTRACTOR's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of thirty-one percent (31%) or more of the stock or other ownership interests of CONTRACTOR to a third party; (iii) a sale, exchange, or other transfer of fifty-one percent (51%) or more of the stock or other ownership interests of CONTRACTOR to an individual employee of CONTRACTOR; (iv) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which CONTRACTOR or any of its shareholders is a party which results in a change of ownership or control of fifty-one percent (51%) or more of the stock or other ownership interests of CONTRACTOR; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of a fifty-one percent (51%) change in the shares or other ownership interests of CONTRACTOR. For purposes of this Article, "assignment" shall not include a transfer of shares in CONTRACTOR by the owner of such shares to a revocable trust for the benefit of his family or to other multiple owners of shares in CONTRACTOR who are employees of CONTRACTOR at the time of the transfer. For purposes of this Article, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

CONTRACTOR acknowledges that this Agreement involves rendering a vital service to CITY's residents and businesses, and that the CITY has selected CONTRACTOR to perform the services specified herein based on: (i) CONTRACTOR's experience, skill, and reputation for conducting its Solid Waste, Recyclable Materials, Organic Materials, C&D and Bulky Item management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable waste management laws, regulations, and good waste management practices; and, (ii) CONTRACTOR's financial resources on a local, regional, and/or corporate level to maintain the required equipment and to support its indemnity obligations to the CITY under this Agreement. The CITY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.

If CONTRACTOR requests CITY consideration of and consent to an assignment, the CITY may deny or approve such request in their complete discretion. No request by CONTRACTOR for consent to an assignment need be considered by the CITY unless and until CONTRACTOR has met the following requirements. The CITY may, in its sole discretion, waive one (1) or more of these requirements.

A. On the date the CONTRACTOR submits a written request for the CITY's written consent of an assignment, CONTRACTOR shall pay the CITY a transfer fee in the amount of one percent (1%) of the Gross Billings for the most-recently completed Agreement Year.

B. CONTRACTOR shall pay the CITY its reasonable expenses for attorneys', consultants', accountants' fees, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. Such payment shall be required regardless of the ultimate determination of the CITY with regard to the approval or denial of the assignment. Upon submittal of CONTRACTOR's request for assignment to CITY, CONTRACTOR shall submit an initial deposit towards these expenses of one hundred thousand dollars ($100,000) for this purpose for all Participating Member Agencies combined, prorated in accordance with their respective Gross Billings for the most recently completed Agreement Year.

C. CONTRACTOR shall furnish the CITY with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

D. CONTRACTOR shall furnish the CITY with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D management experience on a scale equal to or exceeding the scale of operations conducted by CONTRACTOR under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any federal, State or local agency having jurisdiction over its waste management operations due to any significant failure to comply with State, federal or local waste management laws and that the assignee has provided the CITY with a complete list of any citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and management practices in accordance with sound waste management practices in full compliance with all federal, State, and local laws regulating the Collection, transportation, Processing and Disposal of Solid Waste, Recyclable Materials, Organic Materials, Bulky Items, and C&D, including Hazardous Waste; and, (v) that any other information required by the CITY demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

E. CONTRACTOR shall provide the CITY with any and all additional records or documentation which, in the CITY's sole determination, would facilitate the review of the proposed assignment.

If, in the CITY's sole determination, there is any doubt regarding the compliance of the CONTRACTOR with the Agreement, the CITY may require an audit of the CONTRACTOR's compliance and the costs of such audit shall be paid by CONTRACTOR in advance of the performance of said audit.

13.11 No Third-Party Beneficiaries

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

13.12 Waiver

Waiver by CITY or CONTRACTOR of any breach for violation of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by CITY of any fee, tax, or any other monies which may become due from CONTRACTOR to CITY shall not be deemed to be a waiver by CITY of any breach for violation of any term, covenant or condition of this Agreement.

13.13 Transition to Next Contractor

In the event CONTRACTOR is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with CITY and any subsequent contractors to ensure a smooth transition of services described in this Agreement. Unless otherwise agreed by CITY and CONTRACTOR, such cooperation shall consist of: (a) providing the following information to the subsequent contractor: routing information, route maps, vehicle fleet information (if the subsequent contractor buys CONTRACTOR's vehicle fleet), a list of Service Recipients' contact information and their respective Service Levels, and a complete inventory of all Carts and Bins (if the subsequent contractor buys CONTRACTOR's Carts and Bins); and, (b) providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement. The CONTRACTOR shall not be eligible for the recovery of any costs associated with these transition activities. However, if CONTRACTOR is requested to provide additional transition services outside the scope of this Agreement, CONTRACTOR shall be compensated for such services at an amount to be agreed upon between CITY and CONTRACTOR prior to the provision of those services.

13.14 CONTRACTOR's Records

A. **Maintenance of Financial Records.** CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Service Recipients for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

B. **Maintenance of Performance Records.** CONTRACTOR shall maintain all documents and records that demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. **Availability of Records.** Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon written request by the Contract Administrator, the CITY Attorney, CITY Auditor, CITY Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at the CITY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR's address indicated for receipt of notices in this Agreement.

D. **Provision of Requested or Demanded Records.** Where CITY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR's business, CITY may, by written request or demand of any of the

above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in CITY Hall. Within ten (10) Business Days after receiving CITY's written request or demand, CONTRACTOR shall provide CITY all requested records and documents. The CITY shall make those records and documents available to CONTRACTOR, CONTRACTOR's representatives, or CONTRACTOR's successor-in-interest at CITY Hall during regular operating hours.

13.15 Notice Procedures

Except as provided herein, whenever either Party desires to give notice to the other, it must be given by written notice addressed to the Party for whom it is intended, at the place last specified as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective Persons and places for giving of notice:

As to the CITY:

City Manager
City of Live Oak
9955 Live Oak Blvd.
Live Oak, CA 95953

As to the CONTRACTOR:

Recology Yuba-Sutter
Attn: General Manager
3001 North Levee Road
Marysville, CA 95901

with a copy to:
Recology Inc.
Attn: Legal Department
50 California Street, 24th Floor
San Francisco, CA 94111

A. Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice only. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e., printed) after 4:30 p.m. or on weekends or Holidays, will be deemed received on the next Business Day. Receipt is deemed to have taken place within three (3) Residential Service Work Days of notice mailed by U.S. Postal Service return receipt requested. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.

B. Notice by CITY to CONTRACTOR of a Collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR's local office with confirmation sent as required above by the end of the Residential Service Work Day.

13.16 Certain Defenses

CONTRACTOR acknowledges that, subject to the terms and conditions of this Agreement, it is solely responsible for providing Collection Services, as set forth in Article 5 of this Agreement, and rendering payment to the CITY, as set forth in Article 9 of this Agreement. CONTRACTOR irrevocably and unconditionally waives defenses to the validity of this Agreement based upon failure of consideration or contract of adhesion

ARTICLE 14: MISCELLANEOUS AGREEMENTS

14.1 Entirety of Agreement

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the Parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the Parties hereto.

14.2 Severability

If any provision of this Agreement or the application of it to any Person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to Persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

14.3 Right to Require Performance

The failure of the CITY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the CITY thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

14.4 Non-Discrimination

In the performance of all work and services under this Agreement, CONTRACTOR shall not discriminate against any Person on the basis of such Person's race, sex, color, national origin, religion, marital status, age, disability, or sexual orientation. CONTRACTOR shall comply with all applicable local, State and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

14.5 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, contracts and understandings applicable to the matters contained in this Agreement and the Parties agree that there are no commitments, agreements, contracts or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations, agreements or contracts, whether oral or written.

14.6 Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

14.7 Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

14.8 References to Laws

All references in this Agreement to laws and regulations shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

14.9 Start Date

CONTRACTOR shall begin Collection Services, as covered herein, as of October 1, 2018.

14.10 CITY's Option to Incorporate Additional or Modified Provisions

A. **Incorporation of Additional or Modified Provisions.** CITY is a Member Agency of the RWMA which is a joint powers authority consisting of the cities of Marysville, Wheatland, Live Oak and Yuba City and the Counties of Yuba and Sutter. The Participating Member Agencies are in the process of entering into new Collection Service agreements with CONTRACTOR similar to this Agreement. CITY and CONTRACTOR (as well as other Participating Member Agencies) have used a model Collection Service agreement ("Model Agreement"). Use of the Model Agreement is not mandatory. During the Term and any extended Term of this Agreement, in the event that CONTRACTOR or an Affiliate enters into an agreement with another Participating Member Agency that contains additional or different terms from those set forth in this Agreement, the CITY shall have the option, upon written notice to CONTRACTOR, to incorporate such additional or different terms into this Agreement, effective upon the giving of such notice. Stated differently, should CONTRACTOR or an Affiliate enter into an agreement with another Participating Member Agency, and should such agreement contain additional or different terms from this Agreement, the CITY may give written notice to CONTRACTOR electing to incorporate such additional or different terms into this Agreement. Upon the giving of such notice this Agreement shall be deemed amended to incorporate such additional or different terms. This Section shall not apply if the agreement between CONTRACTOR and the other Participating Member Agency relates to provisions specific to that Participating Member Agency (for example, if CONTRACTOR and Yuba County amend the provisions of their Collection Service Agreement relating to the Ponderosa Landfill Transfer Station).

14.11 Amendments

This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

14.12 Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Agreement on the Day and year first written above.

CITY OF Live Oak

Aleksandar M. Tica 9-26-18
Aleksandar M. Tica Date
Mayor

CONTRACTOR

9/19/18
Signature Date

Michael J. Sangiacomo
President and Chief Executive Officer

Recology
Reviewed by:
BG
Legal

The foregoing Agreement has been reviewed and approval is recommended:

Resolution No. 24-2018 Approved by City Council

Approved as to Form:

Brant Bordsen 9-24-18
Brant Bordsen Date
City Attorney

EXHIBIT A:
MAXIMUM SERVICE RATES

City of Live Oak
Proposed Rates Effective 10/1/18

1.A. - Commercial Solid Waste Bins

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
1 Yard			
1 Time per Week	$123.52	$3.15	$126.67
2 Times per Week	$247.04	$5.40	$252.44
3 Times per Week	$370.56	$7.95	$378.51
4 Times per Week	$494.09	$9.75	$503.84
5 Times per Week	$617.60	$12.15	$629.75
6 Times per Week	$741.13	$15.60	$756.73
1.5 Yard			
1 Time per Week	$165.27	$4.35	$169.62
2 Times per Week	$330.55	$7.35	$337.90
3 Times per Week	$495.82	$10.20	$506.02
4 Times per Week	$661.10	$13.20	$674.30
5 Times per Week	$826.37	$16.20	$842.57
6 Times per Week	$991.64	$20.70	$1,012.34
2 Yard			
1 Time per Week	$198.43	$5.10	$203.53
2 Times per Week	$396.86	$8.25	$405.11
3 Times per Week	$595.29	$11.25	$606.54
4 Times per Week	$793.73	$14.40	$808.13
5 Times per Week	$992.14	$17.55	$1,009.69
6 Times per Week	$1,190.58	$22.35	$1,212.93
3 Yard			
1 Time per Week	$240.18	$6.15	$246.33
2 Times per Week	$480.34	$10.35	$490.69
3 Times per Week	$720.51	$15.00	$735.51
4 Times per Week	$960.68	$18.60	$979.28
5 Times per Week	$1,200.85	$22.80	$1,223.65
6 Times per Week	$1,441.02	$29.25	$1,470.27
4 Yard			
1 Time per Week	$288.75	$7.50	$296.25
2 Times per Week	$577.48	$12.60	$590.08
3 Times per Week	$866.23	$17.70	$883.93
4 Times per Week	$1,154.97	$22.95	$1,177.92
5 Times per Week	$1,443.71	$28.20	$1,471.91
6 Times per Week	$1,732.46	$36.30	$1,768.76

EXHIBIT A:
MAXIMUM SERVICE RATES

1.A. - Commercial Solid Waste Bins

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
5 Yard			
1 Time per Week	$299.10	$7.80	$306.90
2 Times per Week	$598.20	$13.80	$612.00
3 Times per Week	$897.29	$19.80	$917.09
4 Times per Week	$1,196.38	$25.95	$1,222.33
5 Times per Week	$1,495.48	$32.25	$1,527.73
6 Times per Week	$1,794.58	$41.70	$1,836.28
6 Yard			
1 Time per Week	$307.97	$7.95	$315.92
2 Times per Week	$615.95	$14.85	$630.80
3 Times per Week	$923.91	$21.90	$945.81
4 Times per Week	$1,231.89	$28.95	$1,260.84
5 Times per Week	$1,539.86	$36.15	$1,576.01
6 Times per Week	$1,847.84	$46.95	$1,894.79
7 Yard			
1 Time per Week	$344.53	$8.85	$353.38
2 Times per Week	$689.08	$16.50	$705.58
3 Times per Week	$1,033.60	$24.30	$1,057.90
4 Times per Week	$1,378.14	$32.25	$1,410.39
5 Times per Week	$1,722.68	$40.05	$1,762.73
6 Times per Week	$2,067.21	$52.05	$2,119.26
8 Yard			
1 Time per Week	$393.09	$10.20	$403.29
2 Times per Week	$786.18	$18.15	$804.33
3 Times per Week	$1,179.26	$27.15	$1,206.41
4 Times per Week	$1,572.35	$36.00	$1,608.35
5 Times per Week	$1,965.44	$44.70	$2,010.14
6 Times per Week	$2,358.53	$54.90	$2,413.43

EXHIBIT A:
MAXIMUM SERVICE RATES

1. B. Commercial Solid Waste Compactors

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
1.3 Yd Compactor			
1 time per week	$286.27	$4.35	$290.62
2 times per week	$572.56	$7.35	$579.91
3 times per week	$858.82	$10.20	$869.02
4 times per week	$1,145.09	$13.20	$1,158.29
5 times per week	$1,431.35	$16.20	$1,447.55
6 times per week	$1,717.66	$20.70	$1,738.36
2 Yd Compactor			
1 time per week	$440.42	$5.10	$445.52
2 times per week	$880.82	$8.25	$889.07
3 times per week	$1,321.25	$11.25	$1,332.50
4 times per week	$1,761.67	$14.40	$1,776.07
5 times per week	$2,202.09	$17.55	$2,219.64
6 times per week	$2,642.48	$22.35	$2,664.83
3 Yd Compactor			
1 time per week	$660.64	$6.15	$666.79
2 times per week	$1,321.26	$10.35	$1,331.61
3 times per week	$1,981.89	$15.00	$1,996.89
4 times per week	$2,642.49	$18.60	$2,661.09
5 times per week	$3,303.13	$22.80	$3,325.93
6 times per week	$3,963.76	$29.25	$3,993.01
4 Yd Compactor			
1 time per week	$880.84	$7.50	$888.34
2 times per week	$1,761.68	$12.60	$1,774.28
3 times per week	$2,642.49	$17.70	$2,660.19
4 times per week	$3,523.33	$22.95	$3,546.28
5 times per week	$4,404.16	$28.20	$4,432.36
6 times per week	$5,285.02	$36.30	$5,321.32
5 Yd Compactor			
1 time per week	$1,101.02	$7.80	$1,108.82
2 times per week	$2,202.10	$13.80	$2,215.90
3 times per week	$3,303.13	$19.80	$3,322.93
4 times per week	$4,404.16	$25.95	$4,430.11
5 times per week	$5,505.23	$32.25	$5,537.48
6 times per week	$6,606.27	$41.70	$6,647.97
6 Yd Compactor			
1 time per week	$1,321.26	$7.95	$1,329.21
2 times per week	$2,642.49	$14.85	$2,657.34
3 times per week	$3,963.76	$21.90	$3,985.66
4 times per week	$5,285.02	$28.95	$5,313.97
5 times per week	$6,606.27	$36.15	$6,642.42
6 times per week	$7,927.52	$46.95	$7,974.47

EXHIBIT A:
MAXIMUM SERVICE RATES

1. C. Commercial Solid Waste Carts

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
Commercial 32 Gallon Cart			
1 time per week	$27.79	$0.75	$28.54
2 times per week	$55.58	$1.50	$57.08
3 times per week	$83.37	$2.25	$85.62
4 times per week	$111.16	$3.00	$114.16
5 times per week	$138.96	$3.75	$142.71
6 times per week	$166.75	$4.50	$171.25
Commercial 96 Gallon Cart			
1 time per week	$55.75	$1.50	$57.25
2 times per week	$111.51	$3.00	$114.51
3 times per week	$167.25	$4.50	$171.75
4 times per week	$223.00	$6.00	$229.00
5 times per week	$278.76	$7.50	$286.26
6 times per week	$334.51	$9.00	$343.51

EXHIBIT A:
MAXIMUM SERVICE RATES

1. D. Commercial Recycling Bins

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
1 Yard			
1 Time per Week	$61.77		$61.77
2 Times per Week	$123.52		$123.52
3 Times per Week	$185.29		$185.29
4 Times per Week	$247.04		$247.04
5 Times per Week	$308.81		$308.81
6 Times per Week	$370.56		$370.56
1.5 Yard			
1 Time per Week	$82.64		$82.64
2 Times per Week	$165.27		$165.27
3 Times per Week	$247.90		$247.90
4 Times per Week	$330.55		$330.55
5 Times per Week	$413.18		$413.18
6 Times per Week	$495.82		$495.82
2 Yard			
1 Time per Week	$99.22		$99.22
2 Times per Week	$198.43		$198.43
3 Times per Week	$297.65		$297.65
4 Times per Week	$396.86		$396.86
5 Times per Week	$496.08		$496.08
6 Times per Week	$595.29		$595.29
3 Yard			
1 Time per Week	$120.09		$120.09
2 Times per Week	$240.18		$240.18
3 Times per Week	$360.25		$360.25
4 Times per Week	$480.34		$480.34
5 Times per Week	$600.43		$600.43
6 Times per Week	$720.51		$720.51
4 Yard			
1 Time per Week	$144.37		$144.37
2 Times per Week	$288.75		$288.75
3 Times per Week	$433.12		$433.12
4 Times per Week	$577.48		$577.48
5 Times per Week	$721.86		$721.86
6 Times per Week	$866.23		$866.23

EXHIBIT A:
MAXIMUM SERVICE RATES

1. D. Commercial Recycling Bins

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
5 Yard			
1 Time per Week	$149.55		$149.55
2 Times per Week	$299.10		$299.10
3 Times per Week	$448.65		$448.65
4 Times per Week	$598.20		$598.20
5 Times per Week	$747.75		$747.75
6 Times per Week	$897.29		$897.29
6 Yard			
1 Time per Week	$153.99		$153.99
2 Times per Week	$307.97		$307.97
3 Times per Week	$461.96		$461.96
4 Times per Week	$615.95		$615.95
5 Times per Week	$769.93		$769.93
6 Times per Week	$923.91		$923.91
7 Yard			
1 Time per Week	$172.26		$172.26
2 Times per Week	$344.53		$344.53
3 Times per Week	$516.81		$516.81
4 Times per Week	$689.08		$689.08
5 Times per Week	$861.34		$861.34
6 Times per Week	$1,033.60		$1,033.60
8 Yard			
1 Time per Week	$196.55		$196.55
2 Times per Week	$393.09		$393.09
3 Times per Week	$589.63		$589.63
4 Times per Week	$786.18		$786.18
5 Times per Week	$982.73		$982.73
6 Times per Week	$1,179.26		$1,179.26

EXHIBIT A:
MAXIMUM SERVICE RATES

1. E. Commercial Recycling Compactors

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
1.3 Yd Compactor			
1 time per week	$143.14		$143.14
2 times per week	$286.27		$286.27
3 times per week	$429.41		$429.41
4 times per week	$572.54		$572.54
5 times per week	$715.68		$715.68
6 times per week	$858.82		$858.82
2 Yd Compactor			
1 time per week	$220.21		$220.21
2 times per week	$440.41		$440.41
3 times per week	$660.63		$660.63
4 times per week	$880.84		$880.84
5 times per week	$1,101.03		$1,101.03
6 times per week	$1,321.24		$1,321.24
3 Yd Compactor			
1 time per week	$330.32		$330.32
2 times per week	$660.63		$660.63
3 times per week	$990.95		$990.95
4 times per week	$1,321.25		$1,321.25
5 times per week	$1,651.57		$1,651.57
6 times per week	$1,981.88		$1,981.88
4 Yd Compactor			
1 time per week	$440.42		$440.42
2 times per week	$880.84		$880.84
3 times per week	$1,321.25		$1,321.25
4 times per week	$1,761.67		$1,761.67
5 times per week	$2,202.09		$2,202.09
6 times per week	$2,642.51		$2,642.51
5 Yd Compactor			
1 time per week	$550.52		$550.52
2 times per week	$1,101.05		$1,101.05
3 times per week	$1,651.57		$1,651.57
4 times per week	$2,202.09		$2,202.09
5 times per week	$2,752.62		$2,752.62
6 times per week	$3,303.14		$3,303.14
6 Yd Compactor			
1 time per week	$660.63		$660.63
2 times per week	$1,321.25		$1,321.25
3 times per week	$1,981.88		$1,981.88
4 times per week	$2,642.51		$2,642.51
5 times per week	$3,303.14		$3,303.14
6 times per week	$3,963.76		$3,963.76

EXHIBIT A:
MAXIMUM SERVICE RATES

1. F. Commercial Recycling Carts

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
Commercial 96 Gallon Cart*			
1 time per week	$27.88		$27.88
2 times per week	$55.75		$55.75
3 times per week	$83.63		$83.63
4 times per week	$111.51		$111.51
5 times per week	$139.38		$139.38
6 times per week	$167.25		$167.25

* Customer may substitute a 32 or 64 gallon Cart at the same rate.

EXHIBIT A:
MAXIMUM SERVICE RATES

1. G. Commercial Green/Organics

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
Commercial 96 Gallon Cart*			
1 Time per Week	$55.75		$55.75
2 Times per Week	$111.51		$111.51
3 Times per Week	$167.25		$167.25
4 Times per Week	$223.00		$223.00
5 Times per Week	$278.76		$278.76
6 Times per Week	$334.51		$334.51
* Customer may substitute a 32 or 64 gallon Cart at the same rate.			
1 Yard			
1 Time per Week	$123.52		$123.52
2 Times per Week	$247.04		$247.04
3 Times per Week	$370.56		$370.56
4 Times per Week	$494.09		$494.09
5 Times per Week	$617.60		$617.60
6 Times per Week	$741.13		$741.13
2 Yard			
1 Time per Week	$198.43		$198.43
2 Times per Week	$396.86		$396.86
3 Times per Week	$595.29		$595.29
4 Times per Week	$793.73		$793.73
5 Times per Week	$992.14		$992.14
6 Times per Week	$1,190.58		$1,190.58
3 Yard			
1 Time per Week	$240.18		$240.18
2 Times per Week	$480.34		$480.34
3 Times per Week	$720.51		$720.51
4 Times per Week	$960.68		$960.68
5 Times per Week	$1,200.85		$1,200.85
6 Times per Week	$1,441.02		$1,441.02
4 Yard			
1 Time per Week	$288.75		$288.75
2 Times per Week	$577.48		$577.48
3 Times per Week	$866.23		$866.23
4 Times per Week	$1,154.97		$1,154.97
5 Times per Week	$1,443.71		$1,443.71
6 Times per Week	$1,732.46		$1,732.46

EXHIBIT A:
MAXIMUM SERVICE RATES

Solid Waste

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
32 Gallon Cart - Extra Service/Overload/Contamination	$15.00		$15.00
64 Gallon Cart - Extra Service/Overload/Contamination	$15.00		$15.00
96 Gallon Cart - Extra Service/Overload/Contamination	$15.00		$15.00
1 Yard Bin - Extra Service/Overload/Contamination	$33.57		$33.57
1.5 Yard Bin - Extra Service/Overload/Contamination	$37.23		$37.23
2 Yard Bin - Extra Service/Overload/Contamination	$44.78		$44.78
3 Yard Bin - Extra Service/Overload/Contamination	$52.20		$52.20
4 Yard Bin - Extra Service/Overload/Contamination	$59.59		$59.59
5 Yard Bin - Extra Service/Overload/Contamination	$63.35		$63.35
6 Yard Bin - Extra Service/Overload/Contamination	$67.18		$67.18
7 Yard Bin - Extra Service/Overload/Contamination	$74.57		$74.57
8 Yard Bin - Extra Service/Overload/Contamination	$81.97		$81.97
Extra Empty on site per Container plus Extra Service Charge per Container size	$24.73	3.00	$27.73

Recycling

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
32 Gallon Cart - Extra Service/Overload/Contamination	$7.50		$7.50
64 Gallon Cart - Extra Service/Overload/Contamination	$7.50		$7.50
96 Gallon Cart - Extra Service/Overload/Contamination	$7.50		$7.50
1 Yard Bin - Extra Service/Overload/Contamination	$16.97		$16.97
1.5 Yard Bin - Extra Service/Overload/Contamination	$18.82		$18.82
2 Yard Bin - Extra Service/Overload/Contamination	$22.64		$22.64
3 Yard Bin - Extra Service/Overload/Contamination	$26.39		$26.39
4 Yard Bin - Extra Service/Overload/Contamination	$30.13		$30.13
5 Yard Bin - Extra Service/Overload/Contamination	$32.03		$32.03
6 Yard Bin - Extra Service/Overload/Contamination	$33.96		$33.96
7 Yard Bin - Extra Service/Overload/Contamination	$37.70		$37.70
8 Yard Bin - Extra Service/Overload/Contamination	$41.44		$41.44
Extra Empty on site per Container plus Extra Service Charge per Container size	$24.73		$24.73

EXHIBIT A:
MAXIMUM SERVICE RATES

Organics

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
32 Gallon Cart - Extra Service/Overload/Contamination	$15.00		$15.00
64 Gallon Cart - Extra Service/Overload/Contamination	$15.00		$15.00
96 Gallon Cart - Extra Service/Overload/Contamination	$15.00		$15.00
1 Yard Bin - Extra Service/Overload/Contamination	$33.94		$33.94
1.5 Yard Bin - Extra Service/Overload/Contamination	$37.64		$37.64
2 Yard Bin - Extra Service/Overload/Contamination	$45.28		$45.28
3 Yard Bin - Extra Service/Overload/Contamination	$52.78		$52.78
4 Yard Bin - Extra Service/Overload/Contamination	$60.26		$60.26
5 Yard Bin - Extra Service/Overload/Contamination	$64.06		$64.06
6 Yard Bin - Extra Service/Overload/Contamination	$67.92		$67.92
7 Yard Bin - Extra Service/Overload/Contamination	$75.40		$75.40
8 Yard Bin - Extra Service/Overload/Contamination	$82.88		$82.88
Extra Empty on site per Container plus Extra Service Charge per Container size	$24.73		$24.73

3. Residential Program Areas

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
Standard 32 - Gallon Refuse Cart*	$27.69	$0.75	$28.44
Low-Income Senior Citizen 32-Gallon Refuse Cart*	$20.27	$0.75	$21.02
64 - Gallon Refuse Cart*	$28.19	$0.75	$28.94
96 - Gallon Refuse Cart*	$28.68	$0.75	$29.43
Extra 32 - Gallon Refuse Cart	$12.36		$12.36
Extra 64 - Gallon Refuse Cart	$13.85		$13.85
Extra 96 - Gallon Refuse Cart	$15.33		$15.33
Extra Bag of Refuse (Per Pickup Rate)	$4.38		$4.38

EXHIBIT A:
MAXIMUM SERVICE RATES

5. Rolloff

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
Rolloff Compactor per load plus disposal by material type	$385.71		$385.71
RWMA Surcharge per Yard		$0.90	$0.90
09Yd Dirt/Concrete Debris per load plus disposal	$336.26	7.50	$343.76
15 Yd Debris Box per load plus disposal by material type	$336.26	6.30	$342.56
20 Yd Debris Box per load plus disposal by material type	$336.26	7.50	$343.76
25 Yd Debris Box per load plus disposal by material type	$336.26	8.10	$344.36
30 Yd Debris Box per load plus disposal by material type	$336.26	9.00	$345.26
40 Yd Debris Box per load plus disposal by material type	$336.26	10.80	$347.06
Demurrage per day	$24.73		$24.73
Trip Charge per trip	$89.01		$89.01
Same Day Service Surcharge per load	$89.01		$89.01
Disposal C&D per ton	$79.12		$79.12
Disposal Wood per ton	$29.67		$29.67
Disposal Mixed Recycling per ton	$75.00		$75.00
Disposal Green Waste/Organics per ton	$54.90		$54.90
Disposal OCC per ton	$50.00		$50.00
Disposal Clean Concrete per ton	$10.00		$10.00
Disposal Landfill per ton	$68.90		$68.90

6. Temporary Bins per Service

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
4 Yd Food Container includes processing	$182.97		$182.97
6 Yd Container - All Material Types includes disposal/processing	$182.97	3.00	$185.97
7 Yd Container - All Material Types includes disposal/processing	$182.97	3.00	$185.97

EXHIBIT A:
MAXIMUM SERVICE RATES

7. Miscellaneous Charges

Service Description	Base Service Rate	RWMA Surcharge	Total Rate for Services
Extra Bulky Item Collection per trip plus per item charge	$59.34		$59.34
Extra Per Bulky Item Charge per item	$11.87		$11.87
Excess Bulky Item Charge per item if total exceeds 2 CY	$11.87		$11.87
Cart Exchange in excess of 1 per Agreement Year	$19.78		$19.78
Bin Exchange in excess of 1 per Agreement Year	$74.18		$74.18
Container Push Charge per month per container x weekly frequency	$4.70		$4.70
Container Lock Charge per lock provided	$27.20		$27.20
Locked Enclosure Access per month per enclosure	$4.70		$4.70
Locked Container Access per month per container	$4.70		$4.70
Container Cleaning in excess on 1 per Agreement Year	$118.68		$118.68
Cart Replacement due to Customer negligence	$74.18		$74.18
Bin Replacement due to customer negligence up to the			
Go Back For Late Setout same day and route	$14.84		$14.84
Go Back For Late Setout different day or route	$19.78		$19.78
Freon Appliance per appliance	$15.82		$15.82
Ammonia Appliance per appliance	$47.47		$47.47
Car Tire per tire in excess of Agreement limitations	$4.60		$4.60
Truck Tire per tire in excess of Agreement limitations	$12.96		$12.96
Tractor Tire - Filled per tire	$71.36		$71.36
Tractor Tire - Solid per tire	$148.35		$148.35

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EXHIBIT B:
MAXIMUM SERVICE RATE ADJUSTMENTS

1. Annual Rate Adjustment Process

a) **Elements of Maximum Service Rates.** Each Maximum Service Rate shall consist of some combination of the following elements: a base service rate element, a Franchise Fee element, an RWMA surcharge fee element and such other elements as may be added by the CITY during the Term of this Agreement to reflect new fees or charges imposed by CITY.

b) **Adjustments to Base Service Rate Element.** Beginning on October 1, 2019, and annually thereafter, CONTRACTOR shall, subject to compliance with subsection d) below, receive an annual adjustment in the base service rate element of all Maximum Service Rates set forth in Exhibit A to this Agreement. The annual adjustment will be based on changes in the Consumer Price Index, All Urban Consumers, All Items, San Francisco-Oakland-Hayward, Series ID: CUURS49BSA0, published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") published bi-monthly beginning in February of each year.

i) Subject to the carry-forward mechanism described in subsection ii) below, the annual adjustment to the base service rate element shall be in a percentage amount equal to the percentage change in the annual average of the CPI between the 12-month period ending on April 30 of the calendar year in which the annual adjustment is to occur, and the preceding 12-month period. For purposes of this calculation, the annual average shall be the average of the six bimonthly indices (June, August, October, December, February and April). For example, the first annual CPI adjustment (to take effect on October 1, 2019) will be based on the percentage change between the annual average of CPI for the twelve (12) months ending April 30, 2018 and the annual average of CPI for the twelve (12) months ending April 30, 2019. In the preceding example the percentage change in the annual averages would be calculated as follows [(2019 annual average/2018 annual average)-1]. In any year that the calculation of the percentage change in CPI results in a negative number, the negative number shall be used (that is, CPI adjustments may be positive or negative).

ii) In any year that the percentage change in CPI calculated as provided in subsection i) above, plus any percentage change carried forward from the previous year pursuant to this subsection ii), is more than three percent (3%), the current year's CPI adjustment to the base service rate element shall be three percent (3%), and the percentage above three percent (3%) shall be carried forward to the following year and added to the CPI percentage that would otherwise apply in that year. The process shall be repeated for successive annual adjustments under this Agreement until all carry-forward amounts have been applied or the Agreement terminates. For example, if the CPI adjustments calculated under subsection i) were 6% for 2022, 3% for 2023, and 1% for 2024, then the CPI adjustments to the base service rate element would be 3% in 2022, 3% in 2023, and 3% in 2024 (assuming no carry-forward from 2021 to 2022). The carry-forward mechanism and three percent (3%) cap shall not apply to any adjustments to the base service rate element for reasons other than the CPI adjustment (such as a CITY-directed change in services, or pass-through of regulatory fees).

c) **Adjustment to the Fee Elements of the Maximum Service Rates.** The other fee elements of the Maximum Service Rates shall be adjusted as follows:

EXHIBIT B:
MAXIMUM SERVICE RATE ADJUSTMENTS

i) **Franchise Fee Element.** The Franchise Fee element shall be calculated by dividing the base service rate element of each Maximum Service Rate by one (1) minus the Franchise Fee percentage (for example 1.00 - .09 = 0.91); subtracting the base service rate element; and rounding the resulting figure to two (2) decimal places.

ii) **RWMA Surcharge Fee Element.** The RWMA surcharge fee element is set initially by the CITY and may be modified annually by notice to the CONTRACTOR thirty (30) days prior to June.

d) **Submission of Application.** On or before June 1, 2019 and each succeeding Agreement Year during the Term of this Agreement, CONTRACTOR shall submit an application to CITY for such adjustment. The application shall contain CONTRACTOR's calculation (in accordance with this Exhibit) of the annual adjustment and a revised Maximum Service Rate sheet reflecting the annual adjustment.

e) **Failure to Submit**. If CONTRACTOR fails to submit the application by the June 1st deadline, it is agreed that CONTRACTOR shall be deemed to have waived the annual adjustment for that year and such waived annual adjustment shall not be added to a future rate application. CONTRACTOR's failure to provide the application shall not preclude CITY from applying the annual adjustment, if that application would result in a negative adjustment. Notwithstanding the foregoing, if CONTRACTOR's failure to submit the application is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the Contract Administrator, CITY, at its sole discretion, may consider the request for the annual adjustment. In the event the annual adjustment is waived as set forth herein, CITY retains the right to adjust any or all of then other fee elements of the Maximum Service Rates.

f) **Rounding.** Annual adjustments to Maximum Service Rates shall be made only in units of one cent ($0.01). Fractions of less than one cent ($0.01) shall be rounded to two (2) decimal places by rounding the third decimal. The annual adjustment shall be rounded to four (4) decimal places for the adjustment calculations by rounding the fifth decimal. In each of the above cases, rounding shall be down if the decimal to be rounded, as set forth above, is five (5) or less and up if the decimal to be rounded, as set forth above, is six (6) or more.

g) **Review by Contract Administrator.** The Contract Administrator shall review the calculations in CONTRACTOR's application and shall promptly notify CONTRACTOR of any errors, but in any event before July 1st. In the absence of such notice, the annual adjustment calculation and Maximum Service Rate adjustments set forth in CONTRACTOR's application shall be deemed approved and shall take effect on the next October 1st. If any errors have occurred and are noticed to CONTRACTOR by July 1, CONTRACTOR shall have the opportunity to submit a corrected application. In such event, the Contract Administrator shall promptly review the corrected application and notify CONTRACTOR either that the application is correct, or that there are additional errors that need correction, in which case the correction procedure shall be repeated. The annual adjustment calculation and adjustments to the Maximum Service Rates set forth in CONTRACTOR's application (as so corrected) shall then become effective on the next October 1st.

EXHIBIT C:
PUBLIC EDUCATION PLAN



Public Education Materials

Recology has set the industry standard for attractive, clear, user-friendly customer education materials. Material will be tailored to meet the needs of single-family, multi-family, and commercial customers. Recology prioritizes using colorful graphics and images whenever possible, in order to provide visually-compelling material that communicates to customers across language barriers.

G. Public Education and Outreach



Recology believes compelling and informative outreach and education programs help motivate participation in diversion programs. Recology has a passion for recycling that dates back to the 1920s, and a long and proud history of educating the community on the benefits of waste reduction.

Public Education Program Overview

A well-defined public outreach and education program – with consistent messaging and easy-to-understand tools – is one of the best management practices to help increase participation in diversion programs while reducing contamination.

Recology's public education and outreach programs are designed to raise community awareness, educate customers on the environmental impact of waste, and successfully demonstrate the value of source reduction, reuse, recycling and composting to single-family, multi-family, and commercial customers.

EXHIBIT C:
PUBLIC EDUCATION PLAN

Recycling Blitz

At the start of the new Agreement term, Recology will launch a Recycling Blitz to foster a sense of excitement around customers' upcoming diversion programs.

During the campaign, educational material and diversion tools will be provided for multi-family units, and for commercial and multi-family properties.

In addition to outreach and education materials, commercial and multi-family properties would receive a visit or would be contacted by a Recology Team member to help educate them on their new services and encourage greater diversion at their businesses and properties.

For single-family customers, Recology will attend homeowners' association (HOA) meetings.

Recology believes that effective outreach programs and campaigns, such as the Recycling Blitz, not only educate customers on the services available, but also foster positive customer relations and interest in recycling and diversion programs.

Below is an overview of the proposed outreach and education material Recology would begin providing prior to service initiation and through the transitional period. Recology would work with the RWMA to agree on the exact content of this educational material.

Recycling Blitz: Proposed Education and Outreach Material		
Single-Family Customers	**Commercial Customers**	**Multi-Family Customers**
○ New Customer Packet	○ New Customer Packet ○ AB 341 and AB 1826 compliance insert ○ Sorting posters for MSW, Recyclables and Organics ○ "How to" Guide for Commercial Food Scrap Collection, which features tips and details acceptable materials	Tenants: ○ Program brochure Managers/owners: ○ New Customer Packet ○ AB 341 and AB 1826 compliance insert ○ Sorting posters for MSW, Organics, and Recyclables ○ Tenant Move-In/Move-Out Guide, alerts new/departing tenants to diversion options during the move

Recology San Mateo County (RSMC) conducted a similar Recycling Blitz when it assumed operations for the 12 jurisdictions of the SBWMA.

The Recycling Blitz was an extreme success, and RSMC met with nearly 3,000 customers and initiated approximately 1,000 new recycling accounts prior to start up. Commercial customers received comprehensive Technical Assistance from Recology's Waste Zero Specialists.

EXHIBIT C:
PUBLIC EDUCATION PLAN



Implementation Plan & Schedules

Transition into the New Agreement Term

As the incumbent service provider for the RWMA, Recology can ensure a smooth transition into the new Agreement term. Since Recology maintains an accurate customer database for residents and businesses, routes and collection days would not need to be adjusted, unless the RWMA elects programmatic changes.

In addition, because Recology is the incumbent contractor, **no blackout period for service level modifications would be necessary during the new Agreement implementation.**

Cart Size Selection Process

Selecting the proper cart size is an important component of Recology's implementation plan. By helping customers identify the proper container sizes for all three material streams, Recology can maximize diversion potential.

On October 1, 2018, Recology will begin offering multiple media formats to help customers select their proper container sizes, including:

- **Cart Selection postcard**: These postcards, which would be sent to every customer, graphically depict the container and cart sizes available to customers in all three waste streams. Customers check a box for their desired size and mail the postcard back to Recology.
- **Website**: As a supplement to the Cart Selection postcard, Recology will launch a webpage (pictured) where customers can select their preferred cart or container sizes. After selection, customers receive an acknowledgement email and the information is updated in Recology's system to facilitate cart distribution.



EXHIBIT C:
PUBLIC EDUCATION PLAN

The default sizes for recycling will continue to be 64-gallons, while the default size for organics carts will be 96-gallons.

Cart and Container Distribution

Recology will have a dedicated supervisor overseeing the distribution of containers.

Cart Distribution Process

Recology will work with Toter, its vendor for carts, to conduct the cart distribution process in a timely manner.

Implementation Timeline

The following Transition Schedule overviews the major tasks and time periods required to complete those tasks, assuming an October 1, 2018 Agreement commencement date.

Draft Implementation Timeline	
Implementation Task	**Timeline**
Agreement Executed (estimated)	September, 2018
Equipment & Procurement	
Beginning distributing of carts.	January, 2019
Employee Onboarding and Training	
Conduct Driver refresher training, to ensure compliance with new Agreement	Sept. 23, 2018 – Sept. 27, 2018
Conduct Customer Service Specialist (CSS) refresher training, to ensure compliance with new Agreement and prepare staff for questions related to the cart selection postcards	Sept. 23, 2018 – Sept. 27, 2018
Customer Notification & Public Education	
Plan and design New Customer Packet and other educational material to support start-up	Sept. 3, 2018 – Sept. 21, 2018
Print New Customer Packet and other necessary education material for start-up	Sept. 23, 2018 – Sept. 27, 2018

EXHIBIT D:
CITY SERVICES

Cust No	Name	Service Addr	Service	Freq	Units	Mo
332429	LIVE OAK FIRE DEPT	2745 FIR ST	C2YD	1	1	12
332437	CITY OF LIVE OAK	9955 LIVE OAK HWY LO	C4YD	1	1	12
332437	CITY OF LIVE OAK	9955 LIVE OAK HWY LO	C96	1	2	12
332437	CITY OF LIVE OAK	9955 LIVE OAK HWY LO	MX96	1	2	12
332502	LIVE OAK COMMUNITY CENTER	10200 O ST	C6YD	1	1	12
609826	LIVE OAK COMMUNITY PARK	9826 O ST	C96	1	7	12
609826	LIVE OAK COMMUNITY PARK	9826 O ST	C96	1	8	12
609826	LIVE OAK COMMUNITY PARK	9826 O ST	C4YD	1	1	12
609826	LIVE OAK COMMUNITY PARK	9826 O ST	C2YD	1	1	12
609826	LIVE OAK COMMUNITY PARK	9826 O ST	MX96	1	5	12
795112	CITY OF LIVE OAK	9633 N ST	C2YD	1	1	12
795112	CITY OF LIVE OAK	9633 N ST	C96	1	1	12
1329077	CITY OF LIVE OAK	TREATMENT PLANT DRIVE	C2YD	1	1	12
1449784	CITY OF LIVE OAK	DATE & O ST	C96	1	1	12
1783307	CITY OF LIVE OAK - PARK	10111 P ST	C96	1	1	12
1783315	CITY OF LIVE OAK - PARK	10099 P ST	C96	1	1	12
1783323	CITY OF LIVE OAK - PARK	10087 P ST	C96	1	1	12
1783331	CITY OF LIVE OAK - PARK	10073 P ST	C96	1	1	12
1783349	CITY OF LIVE OAK - PARK	10049 P ST	C96	1	1	12
1783356	CITY OF LIVE OAK - PARK	10039 P ST	C96	1	1	12
1843234	BARBER BRANCH LIBRARY	10039 P ST	MX64	1	1	
1843234	BARBER BRANCH LIBRARY	10321 LIVE OAK BLVD	C32	1	1	12
1843234	BARBER BRANCH LIBRARY	10321 LIVE OAK BLVD	G96	1	1	12

EXHIBIT D:
CITY SERVICES

Debris Boxes						
Acct #	Name	Service Addr	Service	Freq	Units	Mo
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
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8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
8912	CITY OF LIVE OAK	9633 N ST LO	25DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	

EXHIBIT D:
CITY SERVICES

Debris Boxes						
Acct #	Name	Service Addr	Service	Freq	Units	Mo
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	15DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	9DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
84186	LIVE OAK CLEAN UP	9633 N ST LO	40DO		1	
167957	LIVE OAK FESTIVAL	PENNINGTON &	20DO		1	
167957	LIVE OAK FESTIVAL	PENNINGTON &	07BO		1	

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EXHIBIT E:
APPROVED SUBCONTRACTORS

Company Name	Service
None.	

Resolution No.

RESOLUTION ADOPTING AN AMENDMENT TO THE RECOLOGY YUBA-SUTTER COLLECTION SERVICE AGREEMENT APPROVING SEVERAL SECTION AMENDMENTS AND A NEW RATE FOR BULKY ITEM AND ILLEGAL DUMPING COLLECTION IN NON-PROGRAM AREAS

WHEREAS, The City of Live Oak is part of a six member Joint Powers Authority agency formed in 1990 and is now knows as the Regional Waste Management Authority (RWMA). The RWMA members are Yuba County, Sutter County and the Cities of Live Oak, Marysville, Wheatland and Yuba City; and

WHEREAS, since 1990, the City of Live Oak has had an agreement with a private entity, Recology Yuba-Sutter ("Recology"), to provide waste collection and disposal to its residents and businesses. Recology currently provides exclusive refuse collection, recycling, and transfer station operations the RWMA members per separate Collection Service Agreements ; and

WHEREAS, the prior collection service agreements that RWMA members had with Recology were set to expire on September 30, 2019; and

WHEREAS, five participating member agencies (PMAs), the cities of Live Oak, Marysville and Wheatland and Sutter and Yuba Counties, subsequent to negotiations with Recology Yuba-Sutter, concluded that it was in the best interests of all parties and the residents of the jurisdictions to begin new Collection Service Agreements on October 1, 2018. A new Collection Service Agreement between Recology and the City of Live Oak was approved on September 19, 2018 with an effective date of October 1, 2018; and

WHEREAS, further discussions occurred between the PMA's and Recology Yuba-Sutter to amend certain sections of the Collection Service Agreements pertaining to bulky item pick up in program and non-program areas for county service units, illegal dumping pick up in program and non-program areas, community clean-up events, additional County service units to be served, recycling coordination provisions and an added maximum service rate for the aforementioned bulky item pick-up and illegal dumping pick-up in non-program areas; and

WHEREAS, the Contract Administrators, working with our consultant, HF&H Consultants LLC, worked to include the aforementioned collection service agreement amendments; and

WHEREAS, the City of Live Oak may amend the Collection Service Agreements with Recology Yuba-Sutter and adjust rates accordingly; and

WHEREAS, the City desires to adopt the amendments and established subscription rate; and

WHEREAS, based on the foregoing, good cause has been shown to justify the amendments and rate structure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Live Oak hereby resolves that the Amendment to the Collection Service Agreement between the City of Live Oak and Recology Yuba-Sutter, which is attached hereto marked as Attachment "A" and by this reference is incorporated herein as though set forth in full, is adopted and the Mayor or his representative is authorized to execute the same.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Live Oak hereby resolves that the specific rate set forth in this amendment and the stated amendments to the Collection Service Agreement is to be effective upon adoption by all five PMA's.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 2nd day of June, 2021, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

APPROVED:

Nancy Santana, Vice Mayor

ATTEST:

Clarissa Menchaca, City Clerk

ATTACHMENT “A”

AMENDMENT NO. 1 TO COLLECTION SERVICE AGREEMENT

April 1, 2019

This Amendment No. 1 to the Collection Service Agreement for solid waste collection, disposal, and recycling services (this "Amendment") is made April 1, 2019, by and between the City of Live Oak, California ("CITY") and Recology Yuba-Sutter.

RECITALS

A. On September 19, 2018, CITY entered into a Collection Service Agreement (the "Agreement") with Recology Yuba-Sutter for solid waste collection, disposal, and recycling services within the corporate limits of CITY. The Agreement expires on September 30, 2028.

B. CITY and Recology Yuba-Sutter mutually desire to amend the Agreement by executing this Amendment to reflect negotiated changes to certain provisions of the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AMENDMENT OF CERTAIN PROVISIONS OF THE AGREEMENT

CITY and Recology Yuba-Sutter agree that the following provisions of the Collection Service Agreement shall be amended to read in their entirety as follows:

"5.9.D. Bulky Item Service. During the Term of this Agreement CONTRACTOR shall provide Bulky Item Collection Service to CITY Service Units in the Service Area at no charge to the CITY."

"5.9.H. Illegal Dumping Collection. CONTRACTOR shall provide on-call collection of illegally dumped items in the Service Area within twenty–four (24) hours of notification by CITY at no charge to the CITY. CONTRACTOR shall provide a designated contact to the CITY for notification of illegally dumped items. CONTRACTOR shall not be required to Collect materials not safely accessible by Collection vehicles and/or personnel."

"5.9.I. Community Clean-up Events. CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and Collect Drop Box Containers for use in CITY community clean-up events. Each community clean-up event shall consist of a single Collection day beginning at 6:00 a.m. and ending at 6:00 p.m. The Contract Administrator shall notify CONTRACTOR in writing not less than thirty (30) Days prior to the date of the event. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Drop Box Containers, the location for delivery, and the number of and sizes of the Drop Box Containers to be delivered. As part of this service, CONTRACTOR shall provide on-site supervision at all times the Drop Box Containers are available for community clean-up services. At such time as a Drop Box Container is full, but not later than the end of the community clean-up event day, CONTRACTOR shall transport and deliver the Collected materials to the appropriate Approved Facility for the disposition or processing of the materials.

With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a community clean-up event in a vehicle or container other than a Drop Box Container. However, in the event the CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted, and Disposed in a manner that is acceptable to the CITY."

"5.9.J. Initial Service Levels and Adjustments. The initial services and service levels to be provided at no charge to the CITY under subsections A, B, C, and E above are as set forth in Exhibit D. CITY may amend this list of services and service levels during the Term of this Agreement by notifying CONTRACTOR of the change by email or in writing."

"5.11.A. Recycling Coordinator. CONTRACTOR shall provide a full time management level employee to serve as Recycling Coordinator for a minimum of forty (40) hours per week whose time is totally dedicated to the RWMA

Service Area during the Term of the Agreement and whose function during normal business hours of each Residential Service Work Day shall be to provide services related to the Collection Service Agreement, including but not limited to, public education and outreach. CONTRACTOR may, at their discretion, provide an additional staff level Recycling Coordinator whose time is not fully dedicated to the RWMA Service Area."

2. CONDITIONS FOR EFFECTIVENESS OF THIS AMENDMENT

The effectiveness of this Amendment is expressly conditioned on all the other Participating Member Agencies of the Regional Waste Management Authority entering into amendments of their respective Collection Service Agreements that are identical in all material respects to this Amendment.

3. Except as modified by this Amendment, the Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern. Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF LIVE OAK

By:_____
Aaron D. Palmer
City Manager

RECOLOGY YUBA-SUTTER

By:_____
Salvatore M. Coniglio
CEO

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: June 2, 2021

Title: Conduit Financing for the Kristen Court Apartments III Affordable Housing Project

Contact Information: (Alison Schmidt, Acting Chief Building Official)

Location: South East Corner of Kristen Street and N Street

Background: SUMMARY:

Issue

Conduct a public hearing under the Tax and Equity Fiscal Responsibility Act (â€œTEFRAâ€) on June 2, 2021 in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority (the â€œCMFAâ€), a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed $10,000,000, (the â€œBondsâ€), to assist in the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 9027 N Street, Live Oak, California (the â€œProjectâ€).

Adopt a resolution to approve the financing of the Project by the CMFA.

Recommendations

1) Conduct the public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the â€œCodeâ€).

2) Adopt the resolution approving the issuance of the Bonds by the CMFA for the benefit of Live Oak Pacific Associates III, a California Limited Partnership (the â€œBorrowerâ€) or a partnership created by Pacific West Communities, Inc. (the â€œDeveloperâ€), to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

BACKGROUND:

Pacific West Communities, Inc., requested that the CMFA serve as the

municipal issuer of the Bonds in an aggregate principal amount not to exceed $10,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used for the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 9027 N Street, Live Oak, California.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Live Oak must conduct a public hearing (the â€œTEFRA Hearingâ€) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an â€œapplicable elected representativeâ€ of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

CALIFORNIA MUNICIPAL FINANCE AUTHORITY:

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 320 municipalities, including the City of Live Oak, have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFAâ€™s representatives and its Board of Directors have considerable experience in bond financings.

FISCAL IMPACT:

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by the Borrower.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the â€œFoundationâ€), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Live Oak, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

SUMMARY:

In light of the foregoing, and in order to support affordable housing, staff recommends that the City conduct the TEFRA Hearing and adopt the resolution in favor of the issuance of the Bonds by the CMFA.

Fiscal Impacts: The Bonds to be issued by the California Municipal Finance Authority (CMFA) for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project.

It is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

Recommendation: 1) Hold a Public Hearing under the Tax and Equity Fiscal Responsibility Act (TEFRA); and 2) Adopt resolution.

Attachments:

Resolution
Notice

RESOLUTION NO._____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK APPROVING THE ISSUANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF KRISTEN COURT APARTMENTS III AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, Live Oak Pacific Associates III, a California Limited Partnership (the "Borrower") or a partnership of which Pacific West Communities, Inc. (the "Developer") or a related person to the Developer is the general partner, has requested that the California Municipal Finance Authority (the "Authority") adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, in an aggregate principal amount not to exceed $10,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a multifamily rental housing project located at 9027 N Street, Live Oak, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds by the Authority must be approved by the City of Live Oak (the "City") because the Project is located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the "applicable elected representatives" required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority.

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

Section 1. The foregoing resolutions are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes

approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

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

THE FOREGOING RESOLUTION of the City Council of the City of Live Oak was duly and regularly introduced, passed and adopted at a regular meeting of the City Council on the 2nd day of June, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSE:

APPROVED:

_____
Nancy Santana, Vice Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on June 2, 2021, at 6:00 p.m., or as soon thereafter as the matter can be heard, the City Council of the City of Live Oak (the "City") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code"),at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Municipal Finance Authority (the "Authority") of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, in an amount not to exceed $10,000,000 (the "Bonds"). The proceeds of the Bonds will be used to: (1) finance or refinance the acquisition, construction, improvement and equipping of Kristen Court Apartments III, a multifamily rental housing project located at 9027 N Street, Live Oak, California; and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be owned by Live Oak Pacific Associates III, a California Limited Partnership (the "Borrower") or a partnership of which Pacific West Communities, Inc. (the "Developer") or a related person to the Developer is the general partner.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto do not constitute indebtedness or an obligation of the Authority, the State of California or any political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a limited obligation of the Authority, payable solely from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may either call 1-833-548-0282 and enter Webinar ID 863 5470 7563 followed by passcode 127739 at the time of the public hearing or prior to the hearing submit written comments which should be sent to the City Clerk, City of Live Oak, 9955 Live Oak Boulevard, Live Oak, California 95953 or submitted via email to the City Clerk at cmenchaca@liveoakcity.org.

Dated: May 24, 2021

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: June 2, 2021

Title: Yuba-Sutter Economic Development District: 2021 Comprehensive Economic Development Strategy (CEDS) Appendices I, IV, V Updates and 2020 CEDS Annual Performance Evaluation

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

Background: This 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.

Analysis: The CEDS process is a continuing economic development planning process, developed with broad-based and diverse community participation. Included in the staff report is the CEDS 2020 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 2019 versus 2020 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 reflect the goals of the CEDS.

The 2020 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 2020 CEDS 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 Yubaâ€"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.ysedc.org/ceds.

Fiscal Impacts: We anticipate no fiscal impact because of this agenda.

Recommendation: Adopt resolution approving the 2020 Comprehensive Economic Development Performance Report and the updated Appendices I, IV, and V and authorize its submittal to the United States Department of Commerce, Economic Development Administration.

Attachments:

Final 2020 CEDS Performance and Update Report
CEDS Appendix I Data Profiles 2021
CEDS Appendix IV Agriculture Economic Profile 2021
Appendix V Yuba Sutter Public Works Projects 2021
Resolution



YUBA-SUTTER ECONOMIC DEVELOPMENT DISTRICT

2020 CEDS ANNUAL PERFORMANCE REPORT

ABSTRACT

The Annual CEDS Performance Report for FY2020-2021 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, 2020 through December 31, 2020

2020 Annual CEDS Performance and Update Report

FY2020-2021– Investment ED17SEA3020039

Introduction

Yuba-Sutter Economic Development Corporation (YSEDC) was established in 1994 to support economic development efforts and is organized as a nonprofit private corporation governed by a 21-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 generally 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 can be found on YSEDC's website: https://www.ysedc.org/ceds.
Yuba-Sutter Economic Development Corporation is pleased to submit its 2020 CEDS Annual Performance Report to the EDA.

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2020 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 Department of Commerce Economic Development Administration on August 8, 2020. The 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.

Yuba-Sutter Economic Development District CEDS Committee Members and Staff FY2020-2021			
PRIVATE SECTOR			
Representative	**Company/Organization**	**Position**	**Interest Group**
Mark Birtha	Hard Rock Hotel and Casino and Sacramento	CEO	Hospitality, Restaurant, Private Individual
Tawny Dotson	Yuba College	President	Education, Workforce, Private Individual
Justine Dutra	Yuba Sutter Farm Bureau	Executive Director	Agriculture, Workforce Development
Rachel Farrell	Harmony Health	CEO	Healthcare, Private Individual
Renee Garcia	US Bank	Vice President	Banking/Finance, Community Leader
Bob Harlan	United Way	Executive Director	Nonprofit, Low-income, Poverty
Jessica Hougen	Sutter County Museum	Museum Director/Curator	Nonprofit, Arts & Culture
Lee Jones	The Harkey House Inn	Owner/Operator	Leisure & Hospitality, Tourism, Private Individual
Cathy LeBlanc	Camptonville Community Partnership	Executive Director	Nonprofit, Environmental
Alyssa Lindman	Sutter Buttes Regional Land Trust	Executive Director	Natural Resources, Education, Environmental, Tourism
John Nicoletti	Habitat for Humanity Yuba Sutter	Public Relations	Nonprofit, Low-income, Poverty
Joe Pacheco	Northrop Grumman	Aeronautics Systems	Private Sector, Aeronautics
Melinda Poukish	First United Methodist Church	Community Relations	Nonprofit, Faith-Based
David Read	Yuba-Sutter Regional Arts Council	CEO	Arts & Culture, Nonprofit, Education
Cynthia Roderick	YSEDC/YSEDD	Grant Specialist	Economic Development, Business Development, Poverty, Unemployment
Brandon Sanders	PG&E	Public Affairs	Utilities, Private Individual
Marni Sanders	Yuba-Sutter Chamber of Commerce	CEO	Economic Development, Tourism, Business Assistance and Education
Brynda Stranix	YSEDC/YSEDD	President/COO	Economic Development, Business Development, Poverty, Unemployment, Community Leader
PUBLIC SECTOR			
Representative	**Company/Organization**	**Position**	**Interest Group**
Gary Arnold	Caltrans	Associate Transportation Planner	Government, Transportation
Rinky Basi	Sutter County One Stop	Executive Director	Government, Education Workforce
Doug Criddle	Sutter County Superintendent of Schools	Regional Coordinator Tri-County ROP/CTE	Government, Education, Workforce
Brian Davis	Linda County Water District	General Manager	Government, District, Water
Rachel Downs	Yuba County	Project Manager, Community Development & Services	Government, Community Development
Jim Goodwin	City of Wheatland	City Manager	Government, City, Public Works
Neal Hay	Sutter County	Director Development Services	Government, County, Public Works
Caron Job	Yuba County One Stop	Executive Director	Government, Education, Workforce
Robert LaLa	Beale AFB	Community Relations	Government, Federal, Military
Diana Langley	City of Yuba City	Public works	Government Public Works
Mike Lee	Yuba County	Community Development & Services Director	Government, County

PUBLIC SECTOR Continued			
Patrick Meagher	RD 784	Reclamation District Manager	Government, District, Flood Control
Ben Moody	City of Yuba City	Director of Development Services	Government, Community Development
Aaron Palmer	City of Live Oak	Interim City Manager	Government, City
Craig Platt	City of Marysville	Public Works Director	Government, City, Flood Control
Sean Powers	Yuba County	Assistant County Administrator	Government, County
Jim Schaad	City of Marysville	City Manager	Government, City
Alison Schmidt	City of Live Oak	Building Inspector/Code Enforcement	Government, City
Jackie Sillman	Yuba Water Agency	Community Relations	Government, County, Hydro Power, Flood Control
Steve Smith	Sutter County	County Administrator	Government, County
John Tillotson	OPUD	Director of Public Works	Government, District, Water & Sewage
Dave Vaughn	City of Yuba City	City Manager	Government, City
Mike Ziegenmeyer	Sutter County	Sutter Co. Board of Supervisors/SWECO	Government, County, Private Business

Adjustment to the Strategy

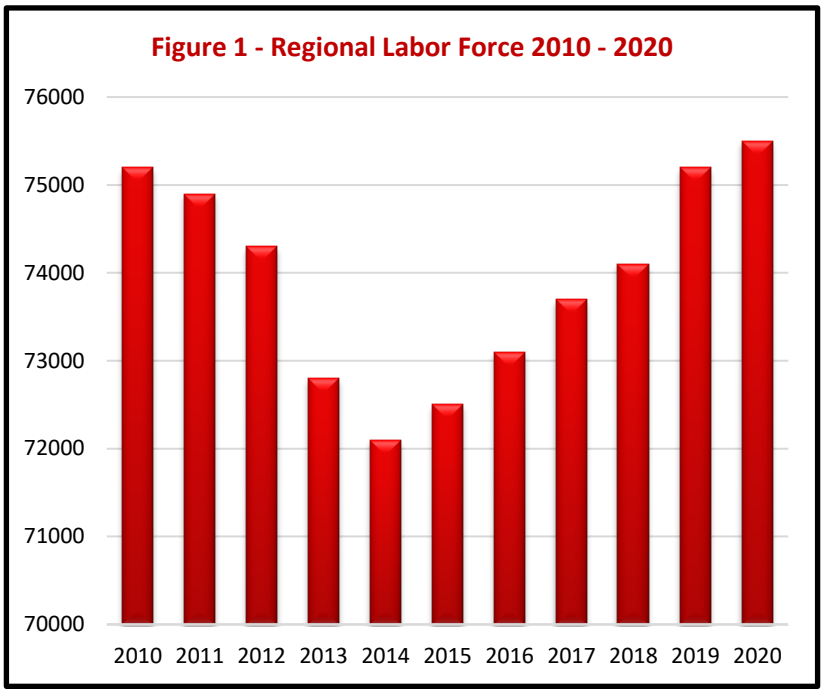
In 2020, YSEDD completed its five-year update of the Comprehensive Economic Development Strategy. The process began in February of 2020 and was approved by the Department of Commerce Economic Development Administration in August 2020. A comprehensive community-wide SWOT analysis and survey was conducted, 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 improved its economic strength ranking by one to now rank 98th out of 384 Metropolitan Statistical Areas. Since 2015, it improved by 176 rankings according to POLICOM, an independent research company that specializes in studying the dynamics of local economies.

The COVID-19 pandemic had a major impact to all sectors of the region, private and public. The full impact of the pandemic is not reflected in this report as the pandemic has continued into 2021. There were some significant changes in terms or regional demographics and are reflected in the data below.

Labor Force

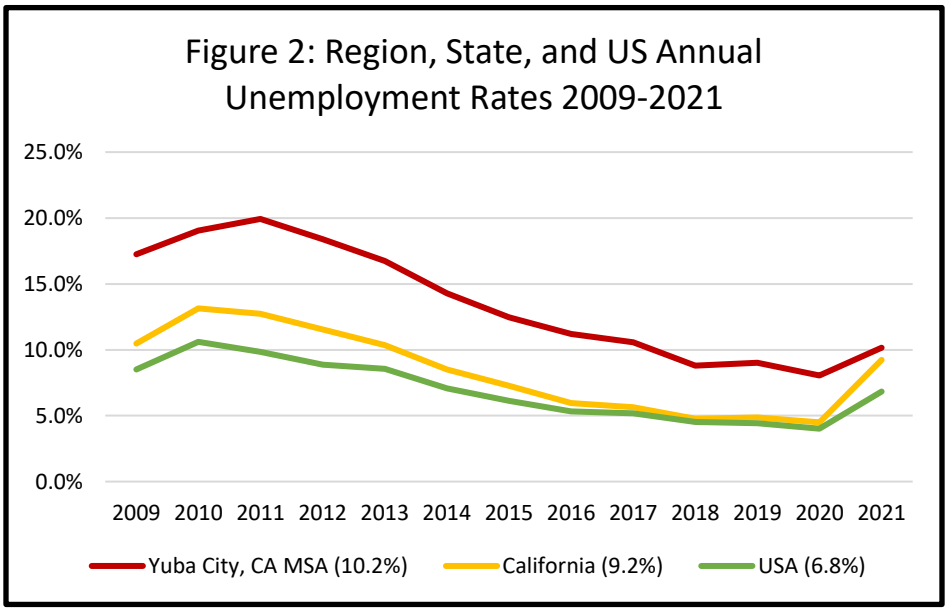
The region's economic activity and well-being is reflected to large degree by the number and types of jobs available. Between December 2019 and December 2020, the region's annual labor force grew from 75,200 to 75,500 which was a 0.4 percent increase over the year. Between 2010 and 2020, the number of individuals counted as part of the labor force increased by 300. As the economy continues to improve so has the labor force. The region is currently experiencing an abundance of jobs but is lacking an experienced/trained workforce to fill these jobs. The current civilian labor force as of December 2020, not seasonally adjusted, is 75,417.

Source: State of California Employment Development Department – Labor Market Information, Local Area Unemployment Statistics (LAUS) Result, 2019



Unemployment

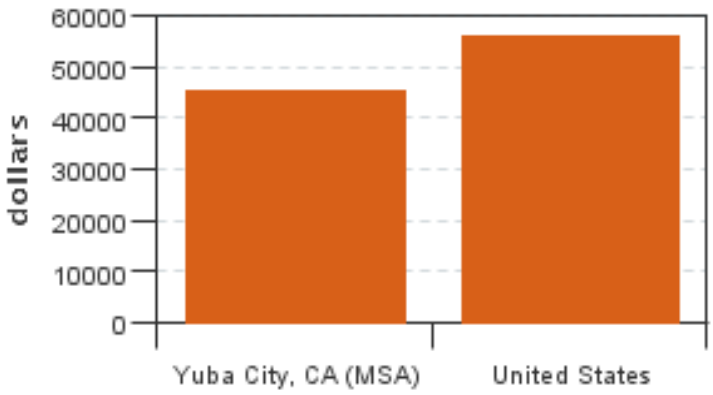
Figure 2 shows that the region's 2020 annual average unemployment rate (10.2 percent) was 150 percent higher than the national average (6.8 percent) and 111 percent higher than the state's (9.2 percent). Rates are not seasonally adjusted. Since the YSEDD was formed, the gap between the regional and national 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 current 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

Per Capita Personal Income

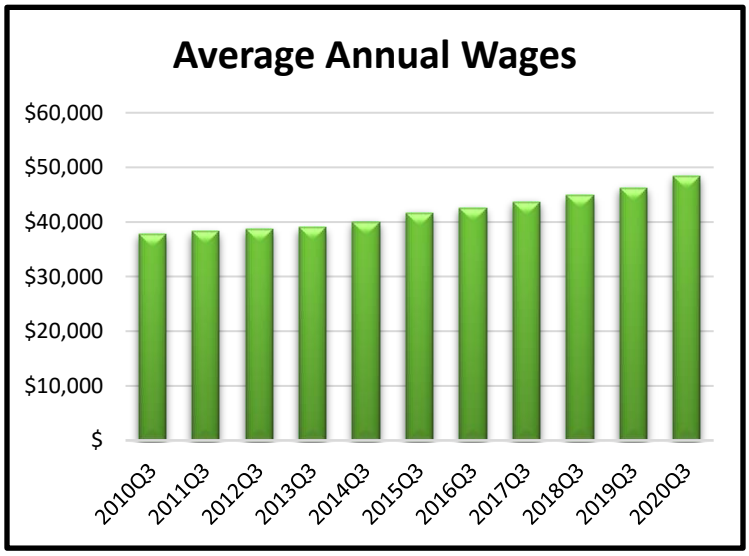
Per capita personal income is widely used as an indicator of economic well-being of the residents in an area. Changes in these figures provide evidence that regions are becoming more or less wealthy as compared to a national benchmark. It is a measure of all income sources, wages and salaries, asset income and transfer payments divided by total population. In 2019, Yuba City MSA had a per capita personal income (PCPI) of $45,782. This PCPI ranked 227th in the United States and was 81 percent of the national average, $56,490. The 2019 PCPI reflected an increase of 4.9 percent from 2018. The 2018-2019 national change was 3.5 percent. In 2009, the PCPI of Yuba City was $33,135 and ranked 244th in the United States. The 2009-2019 compound annual growth rate of PCPI was 3.3 percent. The compound annual growth rate for the nation was 3.7 percent. (Source: U.S Department of Commerce Bureau of Economic Analysis).



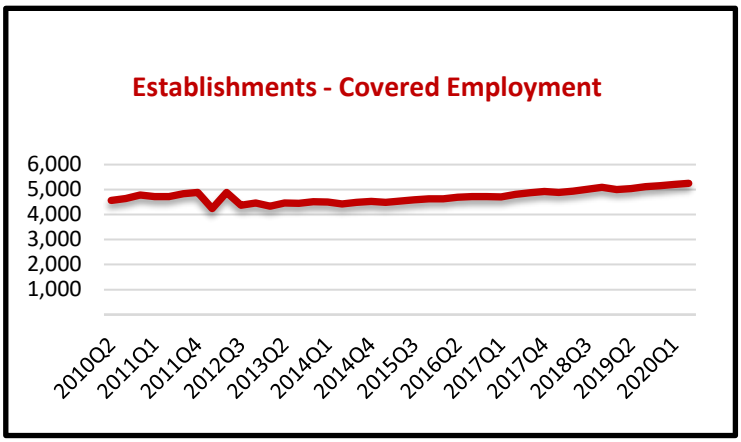
In 2019, Yuba City, MSA had a personal income of $8,041,182. This personal income ranked 241st in the United States. In 2009, the personal income of Yuba City, MSA was $5,499,508 and ranked 243rd in the United States.

Average Wages

The average worker in the Yuba City MSA earned annual average wages of $48,356 as of 2020Q3. Average annual wages per worker increased 3.0 percent in the region over the preceding four quarters. For comparison purposes, national annual average wages were $57,681 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 MSA with the highest average annual wages per worker are Mining, Quarrying, and Oil and Gas Extraction ($78,618), Utilities ($72,526), and Public Administration ($71,451). Regional sectors with the best job growth over the last five years are Health Care and Social Assistance (+1,761 jobs), Construction (+1,137 jobs) and Agriculture, Forestry, Fishing and Hunting (+657 jobs).

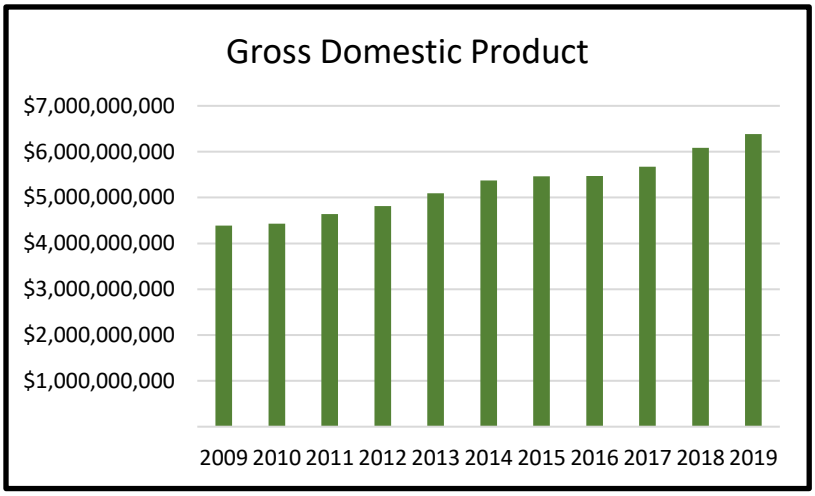


Establishments

Establishment counts represent the number of locations with paid employees any time during the year. Growth in the number of establishments can reflect increased tax base and jobs. In 2020Q1, Yuba City MSA had 5,251 establishments, a 4.2 percent increase from 5,038 in 2019Q2. Source: JobsEQ

Gross Domestic Product

Gross Domestic Product (GPD) is the total value of goods and services produced by the region. In 2019, nominal GDP in the Yuba City, CA MSA expanded 4.8 percent. For purposes of comparison California had a growth of 4.7 percent and the nation a 4.1 percent growth rate. This 2019 growth follows a growth of 7.4 percent in 2018. As of 2019, total GDP in the Yuba City, CA MSA was 6,381,483,000 compared to 2018 GDP of 6,087,400,000.



Performance Measures

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

The follow performance measures help 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 2019 versus 2020

Employment/Workforce - Yuba City MSA/USA

	2019	2020	Trend
Employment Growth (Annual)	70,000	67,400	↓-3.7%
Labor Force	75,200	75,500	↑0.4%
Unemployment (Annual Not Adjusted)	7%	10.2%	↑3.2%
Annual Wages (Q3)	$46,222	$48,375	↑ 4.7%

Economic - Yuba City MSA/USA

	Yuba City MSA 2019	Yuba City MSA 2020	USA 2020	Trend
Poverty Levels	16.9%	15.5%	13.4%	↓ 1.4%
Median Household Income	$55,018	$58,605	$60,293	↑ 6.5%
	Yuba City MSA 2018	Yuba City MSA 2019		
Wealth Creation (Gross Domestic Product) **2018 vs 2019**	6,085,400,000	$6,381,483,000		↑ 4.8%

Education Attainment - Yuba City MSA/USA

	Yuba City MSA 2019	Yuba City MSA 2020	USA 2019	Trend
No High School Diploma	19%	19.43%	11.2%	↑
High School Graduate	23.9%	23.41%	25.6%	↓
Some College, No Degree	29%	28.03%	21.0%	↓
Associate degree	11.3%	11.16%	9.1%	↓
Bachelor's Degree	11.7%	12.33%	20.8%	↑
Postgraduate Degree	5.1%	5.63%	12.2%	↑

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 2020

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; 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 to the region by continuing to develop infrastructure projects. In 2020, there were 26 project inquiries for the region which had the potential private investment of $1.067 billion and the creation of over 2,500 jobs. The two counties have continued support of its largest employers, Beale Air Force Base and agriculture.

Although the pandemic did adversely affect agriculture-based tourism, Yuba and Sutter agriculture's 2019 gross value did improve approximately 10% over the previous year.

Beale Air Force Base and its contractors successfully completed 10 mission essential modernization and/or improvement projects and has 17 projects under active construction. In 2019, Beale Air Force Base created 1,734 jobs, with an annual average salary of $48,471,00.

Yuba County has partnered with Olivehurst Public Utility District (OPUD), Linda Water District, Hard Rock Hotel and Casino Sacramento at Fire Mountain and Enterprise Rancheria to expand water and waste water lines for its employment corridor (East side of Highway 65 between Rancho Road and South Beale Road) and the Sports and Entertainment Zone (West side of Highway 65 between Rancho Road and South Beale Road). The expansion has already generated several inquiries from a diverse range of businesses.

Sutter County Board of Supervisors gave unanimous approval to Phase 1, called Lakeside at Sutter Pointe, 386 acres along HWY 99 and Riego Road, to include 3,388 single family homes, 399 multi-family homes, 59 acres of parks, 55 acres of open space, 25 acres of 'commercial centers," 44.8 acres of "employment centers," and "up to two K-8 schools upon full build-out".

There was an increase in fuel/gas stations in the Linda Water District with three new stations under some level of construction within the Linda Water District.

Tactic 2 – Boost Entrepreneurial Development: There was little movement in new start-ups in 2020, mainly due to the pandemic. However, there were 34 inquiries for business financial assistance of which 13 were for start-ups. Most of these businesses were not ready and were referred to the local Small Business Development Center or Small Business Administration for start-up assistance such as business basics and planning. YSEDC has applied for $1,355,000 in funding to Wells Fargo Foundation (Open for Business grant), FHL Bank San Francisco (AHEAD Grant), Shell Oil and others increase financial and technical assistance to businesses and start-ups. This funding is still pending.

Tactic 3 – Maintain, Promote and Expand Regional Businesses: The COVID-19 pandemic severely impacted businesses, particularly those in the arts, personal service industry, and hospitality/restaurant industries which did result in permanent closures. Businesses had a severe loss of workforce in all areas. There was a substantial demand for business assistance.

To assist businesses to survive, re-open and re-build, YSEDC and Yuba-Sutter Business Consortium provided local businesses with a variety of technical and financial assistance services for business retention, job creation and retention, and business development. The pandemic closures had a severe impact to local businesses both financially and with a loss of employees.

Sutter and Yuba County One Stops provided 7,537 business services to employers; promoted 474 employment opportunities for employers, 10,356 employment services to individuals; hosted 48 job fairs/on-site and virtual recruitments; initiated 35 on-the job training contracts; assisted 131 individuals with lay-off aversion and had 219 net jobs created.

YSEDC provided a variety of technical/financial assistance resources and referrals via 37 email campaigns to 3,900 businesses in the past 12 months with an open rate of 31 percent (vs. industry average of 19 percent) and had a click rate of 14 percent (vs. industry average of 12 percent). This technical/financial assistance included federal, state and private funded grant/loan assistance, adapting to COVID pandemic restrictions, marketing and general business assistance. YSEDC provided direct financial assistance in the amount of $4,596,464 either through its lending program or county/city funded grant/loan programs to 359 businesses which represented 1,979 jobs retained and 9 new jobs created.

Yuba-Sutter Chamber of Commerce provided 20 business networking events to 1,061 unique businesses, 16 educational business webinars to 221 businesses and made multiple referrals to other consortium partners. The chamber has also 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. This committee represents the entire business community. In September 2020 Yuba-Sutter Chamber of Commerce and YSEDC created and disseminated a business survey to determine impact of the pandemic and business needs to continue to develop webinars, tools and resources.



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; Wide Awake Geek, AeroSTEM Academy; K-12 Institutions; Sutter and Yuba Counties; Cities of Live Oak, Marysville, Wheatland and Yuba City; Yuba College

Tactic 1 – Increase Collaboration between educational institutions: Yuba College has become more actively involved with Yuba-Sutter Business Consortium and is in process of developing and/or expanding business related courses in response to the needs of local businesses. YSEDC assisted AeroSTEM Academy in writing a $150,000 FAA pilot training grant application.

Tactic 2 – Improve understanding of all ethnic cultures that live, work within or visit the region: YSEDC managed the 2020 CENSUS Educate, Motivate and Active campaign for the Yuba-Sutter region. This campaign was to engage the hard-to-reach populations to participate in the 2020 CENSUS. Outreach efforts were principally to target the region's ethnic populations, primarily Hmong, Punjabi and Hispanic residents who in the past had a tendency not to respond. Collateral material was printed in each language of these populations as well as messaging on social media and race/ethnicity specific radio to improve response rates. The 2020 response rate for Sutter County was 71.7 percent over 2010 response rate of 69.1 and in Yuba County 63.7 percent over the 2010 rate of 62 percent. Further engagement efforts included providing emergency financial assistance for local businesses in both Spanish and Punjabi.

In a normal year, the region hosts one of the largest South Asian festivals outside of the Indian subcontinent. In recent years, the Sihk Parade and has attracted 65,000 to 85,000 spectators and participants to the area. The parade and festival is a cultural event to bring further understanding of this population, culture and history. The event has become a collaborative effort of the Sikh population, the city of Yuba City and Sutter County. Unfortunately, the pandemic prevented this worthwhile effort in 2020.

Tactic 3 – Create awareness of the value of lifelong learning: The region did improve its education attainment in Bachelor Degrees by 5.4 percent and Post Graduate Degrees by 10.4 percent.

Due to the pandemic, Yuba College did experience a 3.4 percent decline in the number of students receiving awards in its workforce programs (Advance Manufacturing, Agriculture and Health). In 2018-19 award year, 82 Associate Degrees and 65 Certificates were awarded versus award year 2019-20 which had 125 Associate Degrees and 20 Certificates awarded.

For the 2020 calendar year (Jan - Dec), largely due to the pandemic, Yuba College outreach efforts were limited. They did increase advertising for the Fall Semester, but their usual activities were hampered by COVID-19 safety requirements. The college did continue to hold online Zoom meetings about enrolling at Yuba, create and distribute fliers, and an advertising campaign. However, many of their usual outreach activities had to be cancelled. The college found some unique ways to connect with prospective students by increasing their social media presence and creating unique outreach events like an All Student Zoom.



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 infrastructures 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; Caltrans

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

Regional Projects:

Fifth Street Bridge Reconstruction and Approaches

This public works project would replace the existing two lanes and add an additional two lanes of east-west traffic, drastically reducing the heavy traffic congestion that currently exists. The bridge was constructed in 1958 to replace a span destroyed by the 1955 flood. Approximately 33,000 vehicles traverse the bridge daily and 95,000 are anticipated by 2035.

The $72.7 million project is now complete.

Sutter County:

Basin Drainage Study

Study multiple existing drainage systems and incorporate the effects of drainage in unregulated areas of the Yuba City Basin (east of the Sutter Bypass, west of the Feather River). Recommend improvements to insure 100-year to 200-year flood protection and funding mechanisms. Additionally, the study will provide guidance parameters for future development based on the drainage system capabilities.

This $300,000 project is now complete.

850 Gray Avenue – Health & Human Services

The county intends to locate a majority of its Health and Human Services Department to the former K-Mart Building located at 850 Gray Avenue.

2021 UPDATE: Renovation design completed in June 2020. The County is acquiring the 13.4-acre site of the building to begin the relocation of the Health & Human Services Department. The County will take possession of the property by summer 2021 and will seek the necessary funding / financing for the construction phase.

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.

2021 Update: Linear detention basin from Orchard pond to Hammonton-Smartsville Road is currently in design. Construction is anticipated to begin within the next couple years.

Yuba South Basin Levee Protection

This project includes four phases to improve 32 miles of levees along the Yuba River, Feather River, Bear River and Western Pacific Interceptor Canal with the goal of achieving 200-year flood protection for South Yuba County. The first construction work was initiated in September 2004.

2021 Update: Levee improvements along the Feather River, Bear River, and Western Pacific Interceptor Canal have been completed and certified to meet FEMA requirements. Improvements to the Yuba Goldfields to extend the existing levee system to high ground (the Yuba Goldfields 200-Yr levee project) began construction in May 2020 with project completion in 2021. Funding for the improvements is from State Proposition 13 and State Proposition 1E, local development fees and landowners, local development fees, Reclamation District 784, Yuba County and the Yuba County Water Agency.

This $500 million project is completed.

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.
2021 UPDATE: N. Beale Phase 1 is completed (Lindhurst Ave. to Hammonton Smartsville Road). Construction on Phase 2 will begin in Summer 2021. Construction of Phase 3 will commence in the future as additional money allows. Ultimately, this project will make improvements on N. Beale Rd. out to Griffith Ave.

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.
2021 UPDATE: Yuba County has submitted a grant application for Phase 1 of this project to construct a 4.6-acre-foot retention basin along with associated piping, fencing, and grading. Construction of an outfall structure and pumping station would occur in subsequent phases.

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.
2021 RD784 Update: RD784 has been awarded grant funding through State Proposition 1 to finish the SCADA connection. After the grant agreement is received and executed, construction will commence with an estimated completion date sometime in 2023.

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, Feather River Center and the commercial area in Linda.
2021 RD784 Update: RD784 has been awarded grant funding through State Proposition 1 to install the instrumentation improvements (SCADA). After the grant agreement is received and executed, construction will commence with an estimated completion sometime in 2023.

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.
2021 RD784 Update: RD784 has been awarded grant funding through State Proposition 1 to install the instrumentation improvements (SCADA). After the grant agreement is received and executed, construction will commence with an estimated completion date sometime in 2023.

Regional Drainage Facility
This public works project will provide regional drainage and pumping for the North Arboga Study Area, Plumas Lake Specific Plan Area and Pump Station No. 10. Pump Station 10 is under construction and will provide supervisory control and data acquisition (SCADA) electronic controls. Two additional basins are in planning and other phases await funding.
2021 RD784 Update: The construction of Pump Station 10 was completed in 2014 except for the discharge pipes that will eventually be installed down Murphy Rd. Much of the Regional Drainage Facility (RDF) has been constructed. Funding of approximately $6 million is still needed to install a piping from the RDF down Murphy Road to the levee, connect to pipes in levee and construction of an outfall structure on the waterside.

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.

2021 UPDATE: In the fall of 2020, with funding from Sierra Nevada Conservancy (SNC) and the California Energy Commission (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. Early in 2021, CCP began working with their developer, and design and engineering team hoping to begin construction on the bioenergy facility in June 2021. The work will focus on civil construction which will include but not limited to clearing, grading, roadways, and cement work. CCP is working with key partners such as United States Forest Service (USFS), Yuba Water Agency (YWA), Blue Forest Conservation, and others to develop strong contracts for feedstock/fuel, financing, and business development to utilize the additional 1.5 MW of energy at the site. CCP is also looking to complete feedstock contracting, financing and the Power Purchase Agreement in Fall/Winter 2021. In addition, CCP has submitted an air permit application to the Feather River Air Quality Management District. The permit is currently under review. CCP hopes to secure the air permit in the Summer of 2021.

City of Live Oak Projects:

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.

2021 UPDATE: Live Oak completed a feasibility analysis and received a $1.68 million grant and loan award from the California Water Resources Control Board in 2020 for 2021 construction**.**

City of Marysville Projects:

17th Street Stormwater Outfall

The City of Marysville proposes to repair the storm water drain outfall and headwall and rock armor 25 linear feet of eroded bank located along the west bank of the Yuba River approximately ¼ mile east of the City of Marysville, Yuba County, California.

2021 UPDATE: Project has been completed and is in process of close out with FEMA/CALOES**.**

Decommission Wastewater Treatment Plant and Appurtenances

This is a public works project to fully decommission the existing municipal wastewater treatment plant and ponds beginning in 2015 per the city's agreement with Central Valley Regional Water Quality Control Board.

2021 UPDATE: The Wastewater Pumping Station has been completed. Decommissioning of the City's Wastewater ponds are currently under environmental review by various state agencies and slated for closure and abandonment in 2020-21.

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.

2021 UPDATE: Gavin Park Well Project is currently in its final stages of construction with estimated completion in June 2021.

City of Wheatland Projects:

Wheatland Comprehensive Water Project

The City of Wheatland water system is aging with portions of the system are 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 future needs for the City of Wheatland

2021 UPDATE: Project is underway and will be completed in 2021.

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

Regional Projects:

Wheatland Expressway

Develop alignment alternatives, design and construct the Wheatland Expressway that connects to the Lincoln Bypass completed in 2012.The General Plan, adopted in 2006, provides for the expressway 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). Once it is developed, ownership of the expressway would probably be transferred to Caltrans and the city would obtain ownership of the existing Highway 65.

2021 Update: Comprehensive Implementation Strategy is currently being prepared by a consultant to outline the project components of the Expressway, estimated costs and funding sources, and prioritize implementation of the different phases

Sutter County Projects:

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.

2021 Update: Candidate roads are presented to the County Board of Supervisors for consideration and approval on an annual basis.

Howsley Road Bridge Replacement

The county will replace the existing two-lane 260-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2021 Update: The design phase will be complete by March 2021, including all necessary environmental permits. Federal Funding for the construction phase is not expected to be available until 2025.

Larkin Road Bridge Replacement

The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds.

2021 Update: The design phase is complete. Federal Funding for the construction phase is not expected to be available until 2025.

Nicolaus Avenue Bridge Replacement

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

2021 Update: The design phase is complete. Federal Funding for the construction phase is not expected to be available until 2025.

Tisdale Road Bridge Replacement
The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds.
2021 Update: The design phase is complete. 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.
2021 Update: The design phase is complete. Federal Funding for the construction phase is not expected to be available until 2025.

Yuba County Projects:

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.
2021 UPDATE: N. Beale Phase 1 is completed (Lindhurst Ave. to Hammonton Smartsville Road). Construction on Phase 2 will begin in Summer 2021. Construction of Phase 3 will commence in the future as additional money allows. Ultimately, this project will make improvements on N. Beale Rd. out to Griffith Ave.

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.
2021 Update: Segment from Erle Road to N. Beale has been constructed (2 lanes). Segment from N. Beale to Hammonton-Smartsville Road is currently under design and should be constructed (2 lanes) in next couple years.

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.
2021 Update: Yuba County has hired a consultant to design Phase 2 of the interchange. Design is currently at the 30% stage of completion.

Olivehurst 7th Avenue Projects
This public works project consists of implementing road improvements to 7th Ave. to the railroad tracks in Olivehurst as outlined in the 2017 Master Plan. This project includes improvements to curb, gutter, sidewalk, drainage and street overlay.
This $1,835,000 project has been completed.

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.
2021 UPDATES: In the foothills, Yuba County replaced one bridge on Rices Crossing Road at Oregon House Creek. Construction should begin to replace bridges on Iowa City Road and Spring Valley Road in 2021 or 2022.

City of Live Oak Project:

Live Oak Highway 99 Streetscape Project

In coordination with Caltrans and a Federal TIGER Grant the City is completely rebuilding Highway 99 through the City of Live Oak. Starting at Ash Street and continuing to Ramsdell Drive, the highway will be transformed into a beautiful and functional streetscape including the undergrounding of overhead utilities, expansion of travel lanes from 3 to 5, the addition of curb/gutter/sidewalk, as well as landscaping, lighting, and parallel parking.

2021 Update: Utility undergrounding completed Summer 2020. Water, Sewer, and Storm Drain improvements are underway with full construction scheduled for completion in 2022.

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.

2020 UPDATE: Construction is expected to be completed in 2021. The water main was completed in early 2020 allowing the reconstruction to proceed. Reconstruction to the east of Larkin Road was completed in 2018.

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

In 2020 ridership of Yuba-Sutter Transit was substantial down both in local and commuter traffic due to the COVID-19 pandemic restrictions. Once restrictions were lifted the company offered free rides to COVID-19 vaccination appointments.

Yuba-Sutter Transit received a planning grant from Caltrans in 2020 to develop the Resilient Next Generation Transit Facility Plan to begin the process of replacing the existing maintenance, operation, and administration facility. A new location is needed because the facility at 2100 B Street in Marysville lacks sufficient capacity to accommodate the infrastructure needed to meet the state requirement that only zero-emission buses be purchased after 2028. In addition, Caltrans' planned expansion of Highway 70 (B Street) in front of the existing facility may render it useless even earlier.

Working Paper #1 (Site Selection) details how the original 16 candidate sites were reduced to the 10 sites that were analyzed in detail and why the top sites that were featured in the video were selected. Working Paper #2 (Final Design Criteria) contains the space needs assessment and detailed descriptions of each space including several alternative site layouts. The project video describes the overall project while providing a virtual tour of the existing Marysville site along with four of the top ranked sites for the future facility.

The next steps of this project include the development of more detailed site plans and construction cost estimates for the top three sites. Once the preferred conceptual plans are selected, the last step will be the development of a financial plan to complete the project which will be incorporated into the final project report for presentation to the Board in spring 2021. The final plan will form the foundation of the effort to secure both the property and the necessary funding to advance the facility to reality.

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

Sutter County Board of Supervisors gave unanimous approval to Phase 1, called Lakeside at Sutter Pointe, 386 acres along HWY 99 and Riego Road, to include 3,388 single family homes, 399 multi-family homes, 59 acres of parks, 55 acres of open space, 25 acres of "commercial centers," 44.8 acres of "employment centers," and "up to two K-8 schools upon full build-out".

In Sutter County, Harmony Village was completed in 2020. It is a 62-unit permanent supportive housing for low-income individuals who are either homeless or precariously housed, with priority going to veterans, disabled and the elderly. On-site services are provided by Habitat for Humanity and several community partners and local government organizations.

In Yuba County, The Cedar Lane Permanent Supportive Housing Project is a new-construction 41-unit rental development, providing 40 units of permanent supportive housing targeted to homeless and mentally disabled individuals, with one additional unit reserved for an on-site resident manager. The project will include a single three-story residential building, with a mix of 33 one-bedroom units and 8 two-bedroom units. 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. Project is in design phase.

In Live Oak, an affordable housing project (Kristin Court Apartments) was completed. This project offers 56 units of two-, three- and four-bedroom apartments and offers amenities including a community room with a kitchen, a computer center, a playground and a pool.

In Marysville, The Life Building Center was completed. This facility is a Coordinated Entry program site for all homeless persons in the area and provides a 25-bed temporary shelter. The Life Building Center offers many programs that help provide self-sufficiency, from medical services to education and casework.

The city of Wheatland has added seven new public works projects to address housing ranging from AB 1600 Fee Study to zoning and capacity analysis.

Yuba City approved Richland Village a residential affordable apartment complex. The complex will consist of 88-one-bedroom, 44 two-bedroom, and 44 three-bedroom units in the Richland Housing complex. Property will be developed by the Regional Housing Authority.



Goal 4 – Foster overall quality of life and place

To attract and/or retain business 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-Sutter Lodging Association; Local theatres, museums and art galleries.

Tactic 1 – Promote and Market for continued investment in regional amenities: The COVID-19 pandemic was extremely hard on local amenities which included the arts, history, and recreational venues. Most of these venues have been closed since March 2020. The Yuba Sutter Arts and Culture was a leading example of pivoting delivery methods and adjusting to the pandemic environment through collaboration and virtual events.

The Yuba-Sutter region has excellent year-round lake and recreation areas which had a 30 percent increase in occupancy rates due to activity restrictions placed upon the residents of the region during the pandemic. These areas include:

Sycamore Ranch, is located on Highway 20, .03 miles east of Marysville Road and encompasses 90 acres. It has 56 campsites with water and electricity, showers, and a day use area and boat ramp.

Collins Lake, a 1600-acre lake and recreation area with 12 miles of shoreline, nestled in the beautiful California gold country foothills just an thirty minutes away. The facilities include RV and tent camping, boat rentals, cabins and excellent trout fishing.

New Bullards Bar Dam and Reservoir, has 55 miles of shoreline with more than 20 miles of trails. Recreational activities include a marina (Emerald Cove Marina), boating, houseboating, fishing, camping, hiking, swimming and more. The Yuba Water Agency made several improvements to the area:

- Cottage Creek parking area. The work entailed restriping and resealing the parking lot, putting down new asphalt at the entrance, reconfiguring the layout to include a total of 78 parking spots and moving the bathroom.
- Redesigned Dark Day Parking lot for additional parking
- Rebuilt Cottage Creek Campground, which was destroyed by fire in 2010

The city of Marysville, Ellis Lake Restoration Project to restore 37-acre Ellis Lake Area is advancing and the Aeration phase of the project and the Lake Fountain Repair and Upgrades were completed were completed. The city is currently seeking funding to make additional improvements to the lake.

The city of Wheatland Community Gardens, phase 1 continues to flourish. The second phase of the project is pending.

Tactic 2 – Promote and support collaboration and shared resources for regional public safety: During 2020, public safety became a number one priority for the region. It became a concerted effort of all the district to ensure the residents stayed safe, understood the rules and regulations, and survived the pandemic. Efforts included dedicated websites providing resources and tools, direct hotline numbers, an extensive referral system, personal protection equipment and business financial assistance. All 176,000 residents were affected, and the region did an admiral job of prevention and protection.

City of Wheatland Project:

Levee Improvement Projects

The City is currently in the process of coordinating with local reclamation districts to protect lands within the City's Sphere of Influence. As a part of this effort, the City is seeking completion of a reconnaissance study for improvements to the Dry Creek levee as well as potential improvements to Bear River Levee.

2021 UPDATE: Flood Risk Reduction Feasibility Study is complete and implementation projects are being developed.

Tactic 3 – Promote the role of the Yuba-Sutter Economic Development District: There was substantial increase in understanding the role of the district and the services offered in 2020 due to the additional COVID pandemic resources outreach efforts. These efforts included management of Small Business Economic Emergency Relief funding grant and loan programs; expanded technical and financial assistance; and business assistance webinars, and procurement and distribution of PPE (Personal Protection Equipment).

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 is coordinating efforts to develop a FEMA approved Local Hazard Mitigation Plan to update the 2015 plan. The county has partnered with, RD 784, the cities of Marysville and Wheatland, as well as designated census places, Olivehurst, Linda, and Plumas Lake. YSEDC provided $150,000 in funding for this effort.

Sutter County is also in the process of their update which will include Yuba City and Live Oak. There will be a region-wide (Yuba and Sutter counties) collaboration to develop a plan to include the possibility of a future pandemic. School districts superintendents and charter schools are in the process of creating disaster mitigation plan.

YSEDC and Yuba-Sutter Chamber of Commerce provided resources, tools and an education webinar to 3,900 area businesses to develop their own disaster mitigation plan.

Yuba Water Agency Board of Directors authorized design of an estimated $225 million secondary spillway at New Bullards Bar Dam to help reduce flood risk in Yuba County. The secondary spillway is one piece of a three-part 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.

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, Yuba-Sutter Lodging Association, local nonprofit capacity building and the military privatization P4 initiative are just some of the boards/organizations/programs of which of comprehensive and achievable goals of the CEDS.

YSEDC was involved in the following economic development activities throughout the 2020 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 annually • CEDS Annual Performance Report • Conduct a regional SWOT Analysis every five years	Completed Annually Annually FY2025 – 2030
3. Collaboration and coordination with state, regional, county, and local economic efforts. • Serve on committees and boards to provide guidance • Provide venues for collaborative meetings	Ongoing
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 • Serve on the Board of Yuba-Sutter Lodging Association • 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	2017-2021
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

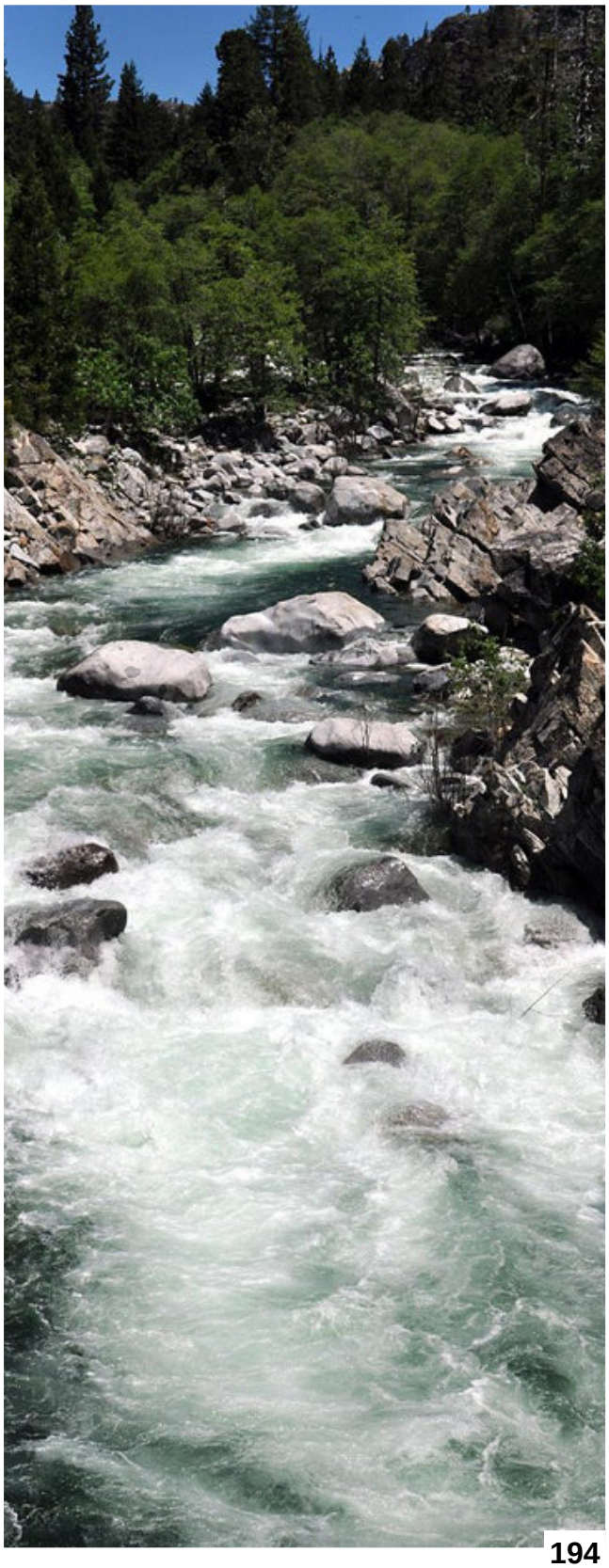
Schedule of Goals - YSEDC

1. YSDEC 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 towards achieving its goals as stated in the CEDS and support the public works projects of the jurisdictions within the District.

BUILDING PROSPERITY
IN THE YUBA-SUTTER REGION



APPENDIX I
DATA PROFILES
2020-2025

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

Updated March 30, 2021

EDC Yuba-Sutter economic development corporation

ECONOMIC STRENGTH RANKING

In 2020, Yuba City, CA moved to an economic strength ranking of 98 out of 384 MSAs, up 176 places from 2016

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 influences 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 Workers 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 is equally important.

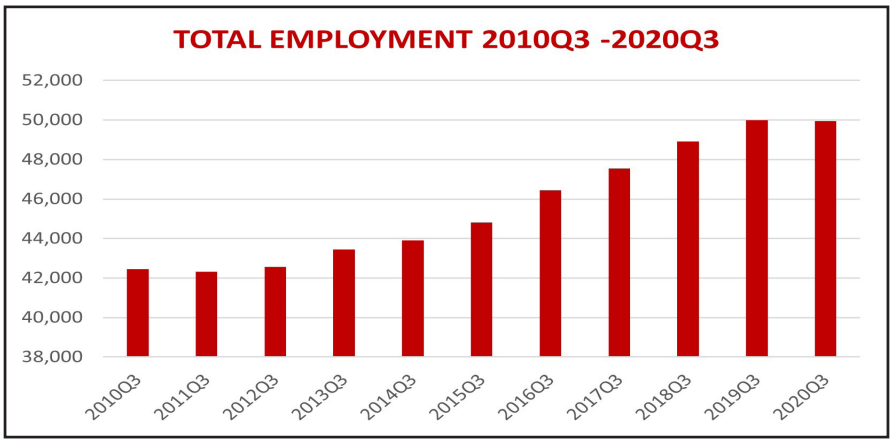
ECONOMIC STRENGTH RANKINGS

2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
98	99	121	181	237	274	246	253	227	200

EMPLOYMENT/OCCUPATION OVERVIEW

EMPLOYMENT TRENDS

The region has a civilian labor force of 74,694 and as of 2020Q3, total employment for the Yuba City, CA MSA was 54,338 (based on a four-quarter moving average). Over the year ending 2020Q3, employment declined 6.1% in the region.



UNEMPLOYMENT RATE

The unemployment rate for the Yuba City, CA MSA was 10.7% as of December 2020. The regional unemployment rate was higher than the national rate of 6.5%. One year earlier, in December 2019, the unemployment rate in the Yuba City, CA MSA was 6.5%.

WAGE TRENDS

The average worker in the Yuba City, CA MSA earned annual wages of $48,356 as of 2020Q3. Average annual wages per worker increased 4.6% in the region over the preceding four quarters. For comparison purposes, annual average wages were $60,042 in the nation as of 2020Q3

OCCUPATION SNAPSHOT

The largest major occupation group in the Yuba City, CA MSA is Office and Administrative Support Occupations, employing 5,566 workers. The next-largest occupation groups in the region are Transportation and Material Moving Occupations (4,930 workers) and Sales and Related Occupations (4,844). 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 = 10.36), Educational Instruction and Library Occupations (1.34), and Healthcare Support Occupations (1.23).

Occupation groups in the Yuba City, CA MSA with the highest average wages per worker are Healthcare Practitioners and Technical Occupations ($106,300), Management Occupations ($100,600), and Legal Occupations ($98,200). The unemployment rate in the region varied among the major groups from 2.9% among Legal Occupations to 19.8% among Food Preparation and Serving Related Occupations.

Over the next year, the fastest growing occupation group in the Yuba City, CA MSA is expected to be Healthcare Support Occupations with a +2.7% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Healthcare Support Occupations (+82 jobs) and Food Preparation and Serving Related Occupations (+38). 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 (746 jobs) and Sales and Related Occupations (697).

FASTEST GROWING OCCUPATIONS

- Maids / Housekeeping Cleaners — 81%
- Personal Care & Nursing Assistants — 34.7%
- Cooks, Restaurants — 38.1%
- Industrial Truck and Tractor Operators — 35.3%
- Waiters & Waitresses — 29.5%
- Billing & Posting Clerks — 25%
- Hairdressers, Hairstylists & Cosmetologists — 25%
- Medical Assistants — 25%

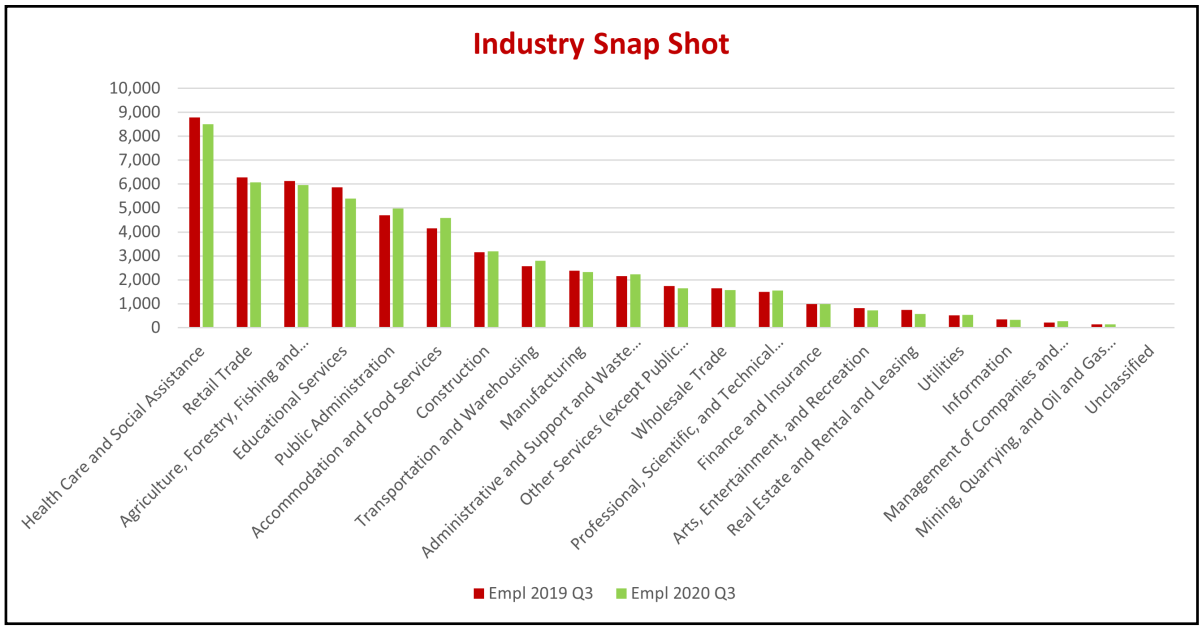
INDUSTRY SNAPSHOT



The largest sector in the Yuba City, CA MSA is Health Care and Social Assistance, employing 8,503 workers. The next-largest sectors in the region are Retail Trade (6,077 workers) and Agriculture, Forestry, Fishing and Hunting (5,966). High location quotients (LQs) indicate sectors in which a region has high concentrations of employment compared to the national average. The sectors with the largest LQs in the region are Agriculture, Forestry, Fishing and Hunting (LQ = 8.03), Utilities (1.87), and Public Administration (1.72).

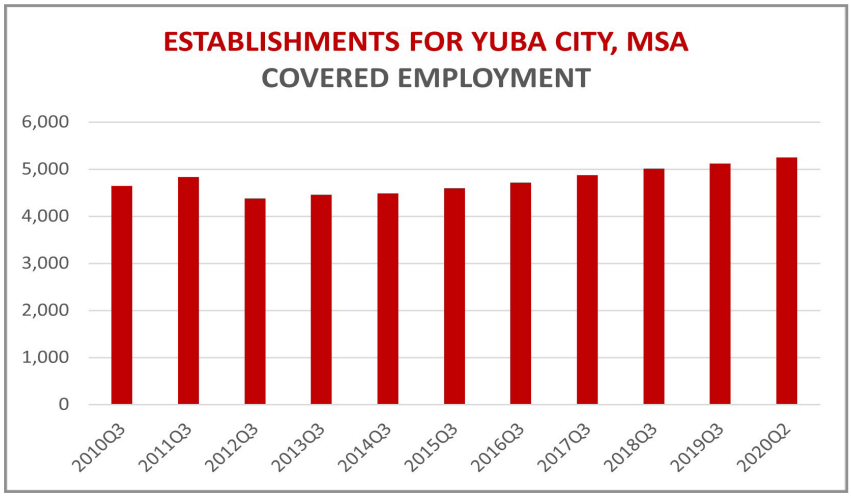
Sectors in the Yuba City, CA MSA with the highest average wages per worker are Mining, Quarrying, and Oil and Gas Extraction ($104,768), Management of Companies and Enterprises ($78,310), and Public Administration ($74,203). Regional sectors with the best job growth (or most moderate job losses) over the last five years are Health Care and Social Assistance (+1,296 jobs), Accommodation and Food Services (+1,165 jobs), and Construction (+916 jobs).

Over the next year, employment in the Yuba City, CA MSA is projected to expand by 273 jobs. The fastest growing sector in the region is expected to be Health Care and Social Assistance with a +1.8% 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 (+48 jobs), and Agriculture, Forestry, Fishing and Hunting (+32 jobs).



BUSINESS ESTABLISHMENTS

The Yuba-Sutter region's number of covered employment establishments (Businesses whose employees are covered by unemployment insurance benefits) grew 13.04 percent over the past 10 years from 4,645 to 5,251. 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 (2020)

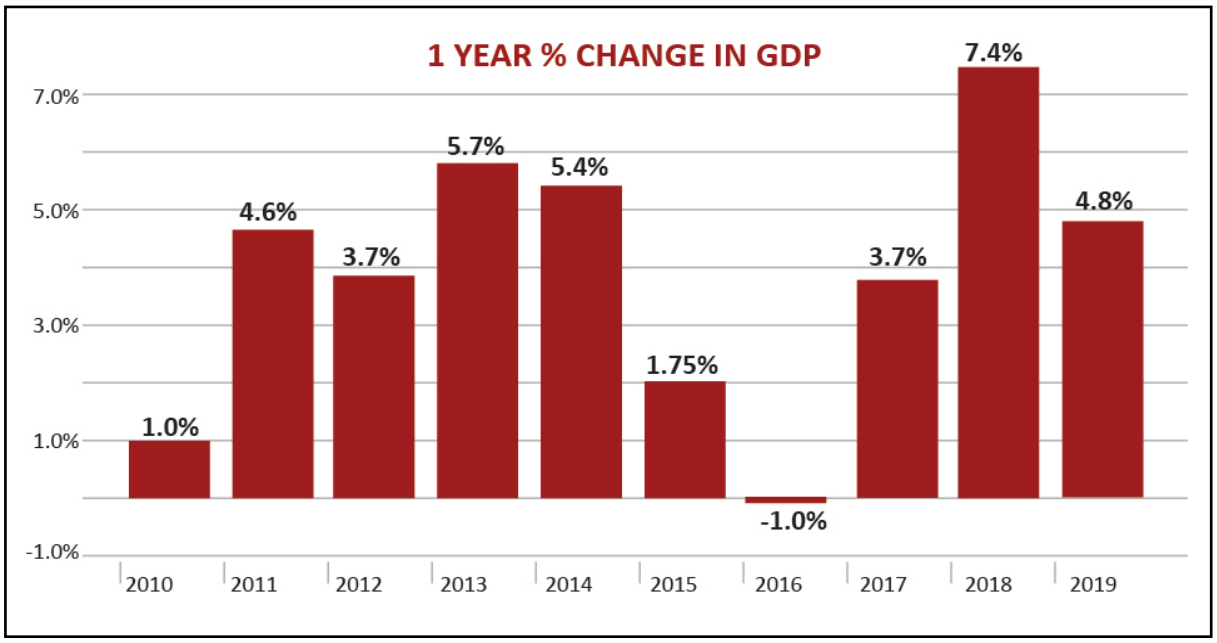
Company Name	Employees	Business Type
Yuba City Unified School District	1,325	Education
Sutter County	989	Government
Rush Personnel	661	Workforce
Legend Transportation, Inc	650	Transportation
Sunsweet Grower's Inc.	632	Food Processing
Sysco Sacramento, Inc.	490	Wholesale Food Distribution
Sutter North Yuba City	475	Health Care
Walmart- Yuba City	418	Retail
Express Employment Professionals	375	Workforce
Sierra Gold Nurseries	300	Wholesale Fruit & Nut Trees

TOP 10 EMPLOYERS - YUBA COUNTY (2020)

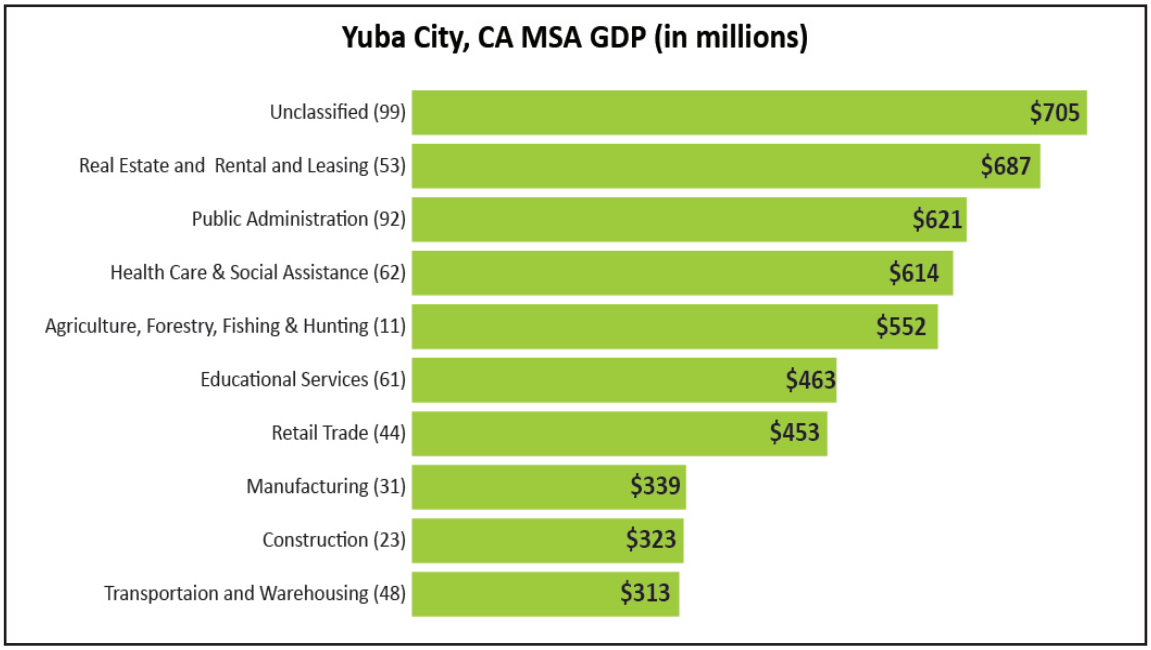
Company Name	Employees	Business Type
Beale Air Force Base	6,316	Military
Adventist Health + Rideout	2,109	Health Care
Marysville Joint Unified School District	1,211	Education
Yuba County	1,175	Government
Hard Rock Hotel & Casino	1,135	Hospitality/Entertainment
Caltrans	720	State Hwy. Construction
Yuba College (Marysville Campus)	708	Education
Bishops Pumpkin Farm	450	Agriculture/Tourism
Walmart- Marysville	405	Retail
Frank M. Booth	256	Construction

GROSS DOMESTIC PRODUCT

Gross Domestic Product (GDP) is the total value of goods and services produced by a region. In 2019, nominal GDP in the Yuba City, CA MSA expanded 4.8%. This follows growth of 7.4% in 2018. As of 2019, total GDP in the Yuba City, CA MSA was $6,381,483,000

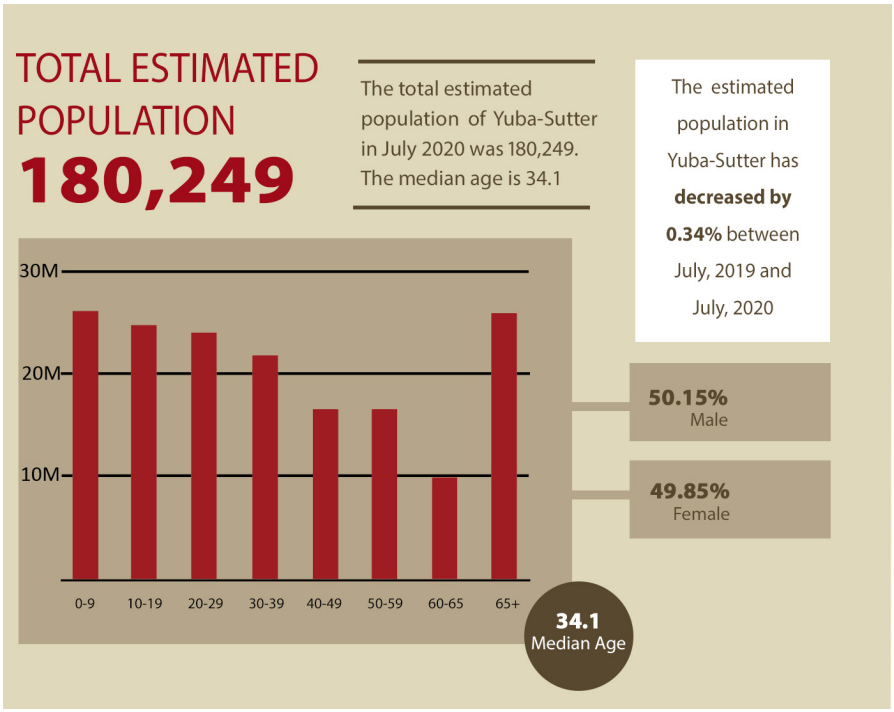


Of the sectors in the Yuba City, CA MSA, Unclassified contributed the largest portion of GDP in 2019, $704,899,000 The next-largest contributions came from Real Estate and Rental and Leasing ($687,342,000); Public Administration ($621,264,000); and Health Care and Social Assistance ($613,972,000).



POPULATION, AGE & HOUSEHOLDS

According to the California Department of Finance, Sutter County's preliminary estimated population for July 2020 was 101,160, a decrease of 1.60 percent over July 2019 data. About 70 percent or 70,458 Sutter County residents reside in Yuba City, the county seat and largest city. 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 114,346 residents by the year 2025, an increase of 20.5 percent over Census 2010 figures. The county's population is projected to increase to 157,991 (66.5 percent) by 2060.



Yuba County's preliminary estimated population for July 2020 was 79,089, an increase over 2019 data of 1.32 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, more than 79.6 percent reside in the unincorporated areas. The population in Yuba County is projected to reach 84,206 by the year 2025, an increase of 16.4 percent above the 2010 census. Yuba County's population is projected to increase to 122,028 (68.7 percent) by 2060.

As the area's population is expected to increase 34.8 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 2.95 and 73.2 percent are family households and 53.1 percent are married couples. The 2015-2019 American Community Survey estimates that there are 63,477 housing units in the region with 1.2 percent homeowner vacancy and 4 percent rental vacancy. There are 21 percent more households who own their homes than there are renters.

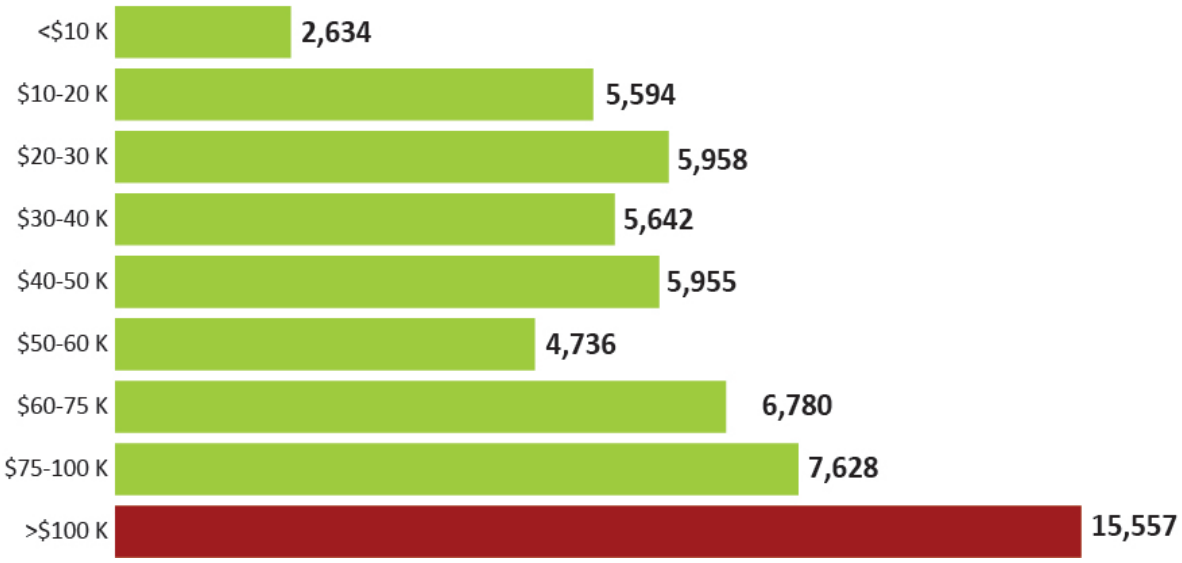
INCOME AND SPENDING

Households in Yuba and Sutter Counties earn a median annual income of $58,605 and 38.29 percent of the households earn more than the national households average each year. Household expenditures average $58,406 per year.

$58,605
Median Household Income

20%	less than the state
6%	less than the nation

Income Distribution



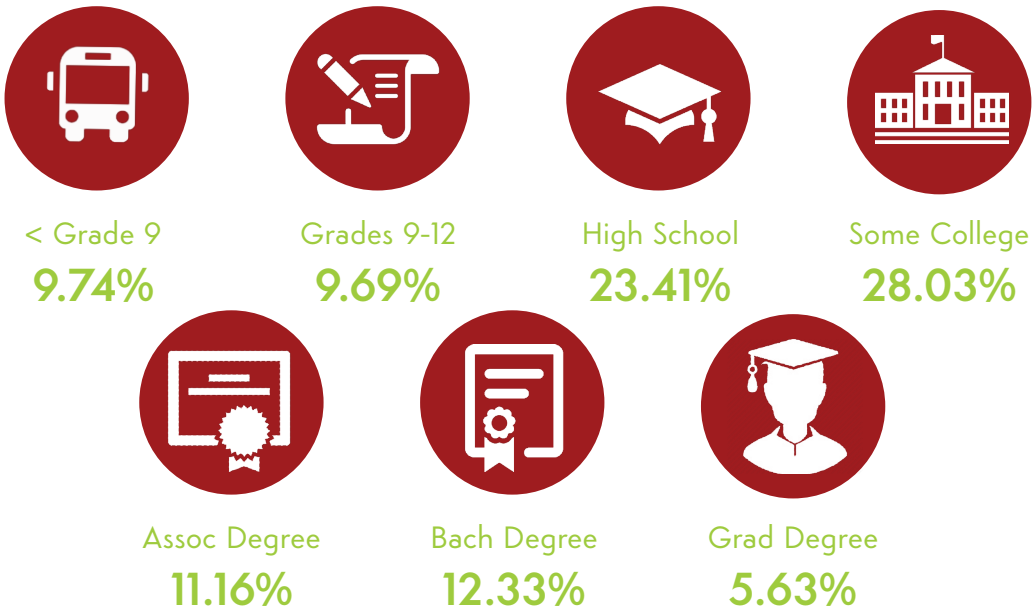
The majority of earnings get spent on shelter, transportation, food and beverages, health care, and utilities.

Shelter	Transportation	Food and Beverages	Health Care	Utilities
$12,736	$11,074	$8,961	$5,141	$4,541

EDUCATIONAL ATTAINMENT

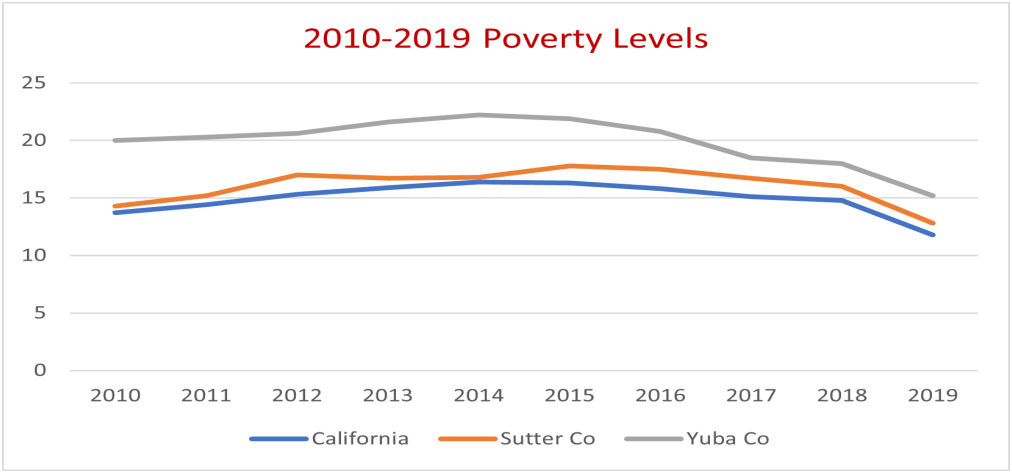
School enrollment for the population, ages three years and older in Yuba City MSA, including nursery and preschool, kindergarten, elementary, high school, college and graduate school, in 2013-2017 U.S. Census Bureau American Community Survey five-year estimates was 47,457 or 26.98 percent of the population.

29.12 percent of the population in Yuba and Sutter Counties have an Associate's Degree or higher. 57.15% have completed some college or higher.

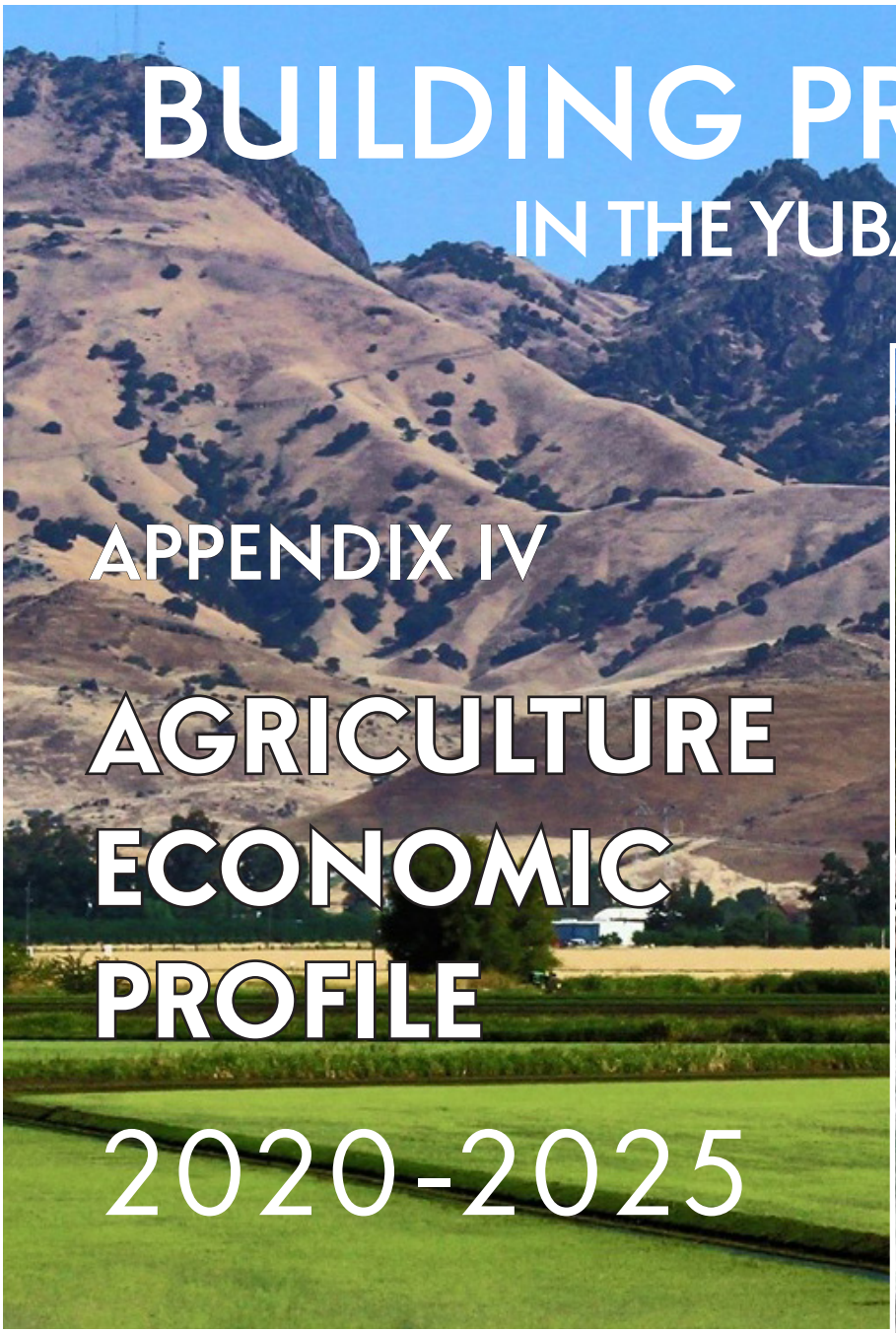


POVERTY

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 2015-2019 poverty estimates, the percentage of Yuba-Sutter's families for which poverty status is determined to be 15.5 percent compared to the state's percentage of 13.4 percent and USA's level of 13.4 percent. The overall poverty rate for the region is trending down after peaking in 2015 (19.85 percent).



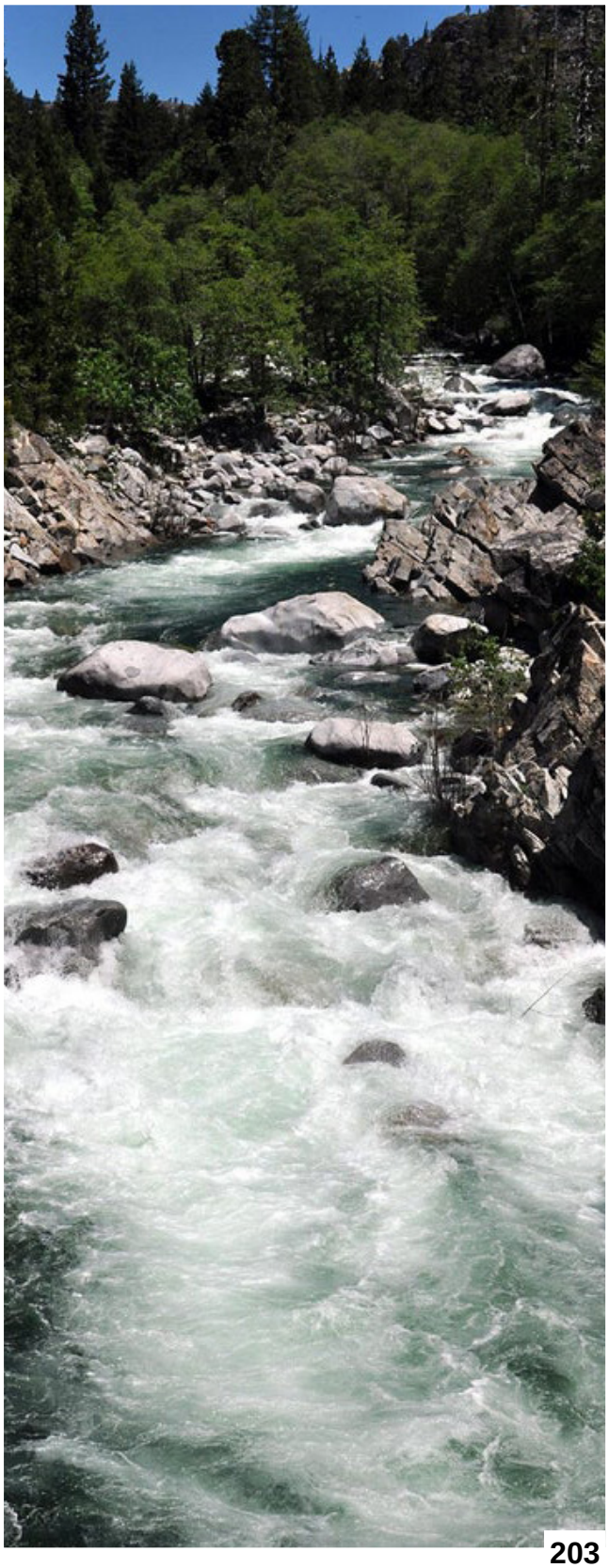
BUILDING PROSPERITY
IN THE YUBA-SUTTER REGION



APPENDIX IV

AGRICULTURE ECONOMIC PROFILE

2020-2025



COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

Updated March 30, 2021

EDC 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 enjoys an abundant water supply, good soil and a long growing season. 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.











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 2019 is $234,534,000, down approximately three percent from the 2018 value estimate of $242,012,000. The decrease in value can be attributed to the significant decrease in prune prices and yield. In addition, the reduction of timber production and increase in kiwi acreage contributed to the decline of the gross value.

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 four times the gross agriculture value to Yuba County's economy in 2019.

In 2018, Yuba County ranked 32nd in gross value of agricultural production of the entire state of California and second in dried plums production.

To access the complete 2019 crop report visit: https://www.yuba.org/Yuba%20County/Agricultural%20Commission/Crop%20Reports/CropReport_2019.pdf

LEADING AGRICULTURAL COMMODITIES









RANK	CROP	2018	2019
1	Rice	$62,907,000	$59,960,000
2	Walnut	$42,299,000	$54,326,000
3	Prune/Dried Plum	$32,416,000	$25,522,000
4	Livestock- All	$20,332,000	$22,786,000
5	Peach/Cling	$19,923,000	$22,243,000
6	Kiwi	$13,883,000	$13,086,000
7	Pasture- All	$5,706,000	$5,706,000
8	Almonds- All	$7,848,000	$5,583,000
9	Nursery Stock	$2,970,000	$3,955,000
10	Timber	$2,970,000	$2,544,000



SUTTER COUNTY

Agriculture has a long tradition in Sutter County and for more than a century, it has been a pillar of its economy and culture. In 2017, agriculture contributed a total of $1.48 billion to the county economy. This consisted of $835.6 million in combined, direct output from food production and processing, plus $645.1 million in multiplier effects. Agriculture also supported about one out of seven jobs in the county.

Approximately 380,972 acres or 88 percent of the total county area, are comprised of agricultural croplands and pasture. The gross value of Sutter County's agricultural production for 2019 is $698,680,000 up approximately 14.7 percent from the 2018 value estimate of $609,058,000. The increase in value can be attributed to the significant increase in rice acreage and price.

In 2018, Sutter County ranked 22nd in gross value of agricultural production of the entire state of California, first in dried plums and beans, second in rice production, third in peach production, fourth in Kiwi fruit and fifth in walnuts, pears, green peas, sweet potatoes and honeydew mellons.
To access the complete 2019 crop report visit:
https://www.suttercounty.org/assets/pdf/ag/CropReports/2019_Crop_Report.pdf

LEADING AGRICULTURAL COMMODITIES





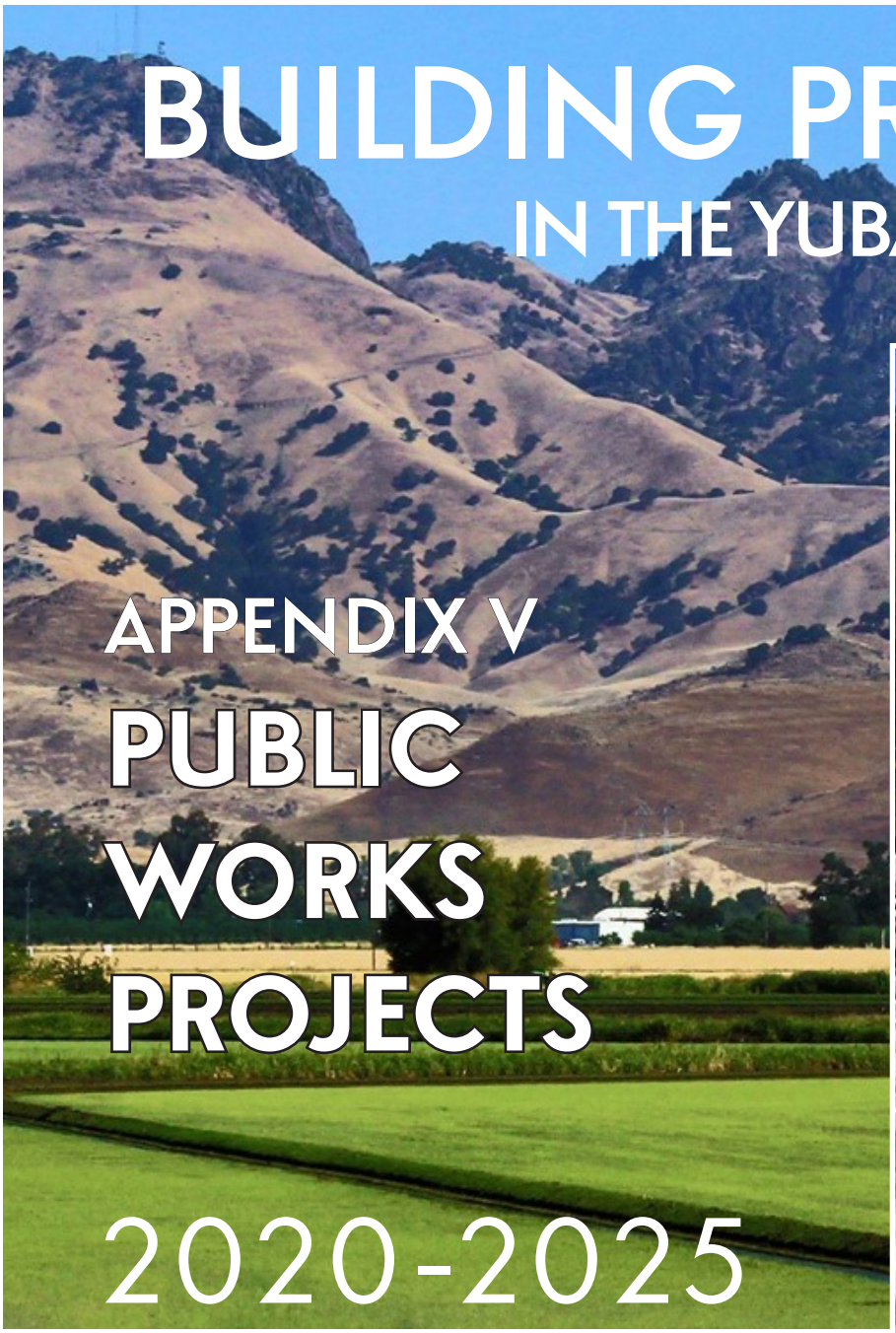




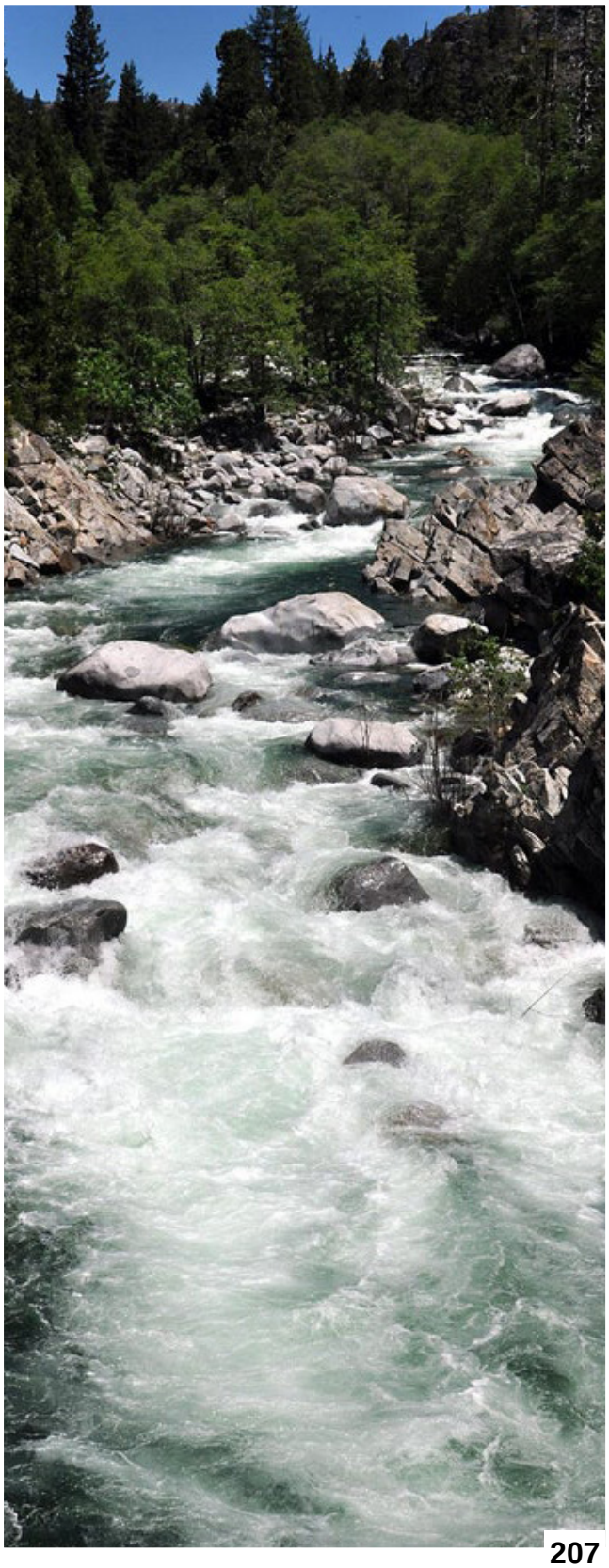
RANK	CROP	2018	2019
1	Rice[1]	$178,511,000	$222,863,000
2	Walnut	$85,956,000	$127,526,000
3	Prunes	$57,041,000	$62,691,000
4	Tomatoes/Processing	$37,887,00	$51,666,000
5	Peaches/Clingstone	$59,798,000	$49,984,000
6	Nursery Products	$53,414,000	$41,102,000
7	Almonds	$33,155,000	$39,866,000
8	Sunflower/Seed	$15,201,000	$14,529,000
9	Beans/Dried/Edible[2,3]	$8,730,000	$10,293,000
10	Corn/Field Grain	$6,572,000	$8,417,000

1. Includes seed, does not include Wild Rice
2. Includes all varieties of edible Dried Bean, including Lima, Blackeye, Garbanzo, Light and Dark Kidney Bean and other miscellaneous beans of a limited number of growers/processors in Sutter County.
3. Includes Seed

BUILDING PROSPERITY
IN THE YUBA-SUTTER REGION



APPENDIX V
PUBLIC WORKS PROJECTS
2020-2025



COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

Updated March 30, 2021

EDC Yuba-Sutter economic development corporation

Yuba-Sutter Economic Development District
2020 through March 2021 CEDS Projects, Sorted by Jurisdiction

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		CALTRANS PROJECTS			
Regional R1 Long-term	3 3.2	**Caltrans 2014 Intelligent Transportation Systems/Operational Improvement Plan** The plan provides critical guidance to optimize the California state highway system within District 3, which includes Yuba and Sutter counties, by identifying and managing intelligent transportation systems (ITS) and other operational strategies that yield a very high return on investment and benefit-to-cost. ITS refers to advanced communications-based information and electronic technologies, used to manage the transportation network. Operational improvements include projects such as intersection modifications, lane extensions, auxiliary/transition lanes, ramp widening, ramp-merge extensions, and others that reduce the impact of weaving, merging, and queuing. District 3 worked closely with its regional partners and stakeholders in a collaborative effort to develop the plan. More information is available at: http://www.dot.ca.gov/dist3/departments/planning/d3itsops.htm Caltrans Project 32: YUB 20 (7.9/9.4) – passing lanes and left-turn channelization will improve operations on this rural two-lane facility connecting Browns Valley to Marysville for a cost of $2.5M. The benefit/cost ratio is 1.3 for a benefit of $3.2M over the life of the project. This project is included in the SACOG MTP and SR 20 TCR. EA 03-2F320, PM 8.0/10.2 programmed in SHOPP, FY 18/19 for $10.7M construction capital Caltrans Project 33: YUB 20 (13.27/16.98) – safety and operational improvements of constructing standard shoulders, vertical and horizontal curve corrections, and EB/WB left-turn lanes for 3 ½ mile stretch of rural SR 20 to improve curves/shoulders in both directions for $5.5M provides an estimated benefit/cost ratio of 2.8 for an estimated benefit of $15.4M. This project is included in the SACOG MTP and the SR 20 TCR **UPDATE:** now going through Plans, Specifications, & Estimates phase EA 03-0A570. PM 13.3/17.6 programmed in SHOPP, FY 18/19 $38M construction capital	$2,500,000 $5,500,000	SHOPP SHOPP	2025 2025
Regional R2 Long-term	3 3.2	**Caltrans State Highway Projects in Yuba County** **A. SR 20, Project ID 030020593** - Browns Valley Rehab, Marysville Road To Yuba River Bridge: Roadway rehabilitation and shoulder widening **B. SR 99, Project ID 0309000277** - Replace Aging Sign Panels, near Marysville from 0.3 miles south of Oliverhust Ave. to beginning of Bear River Bridge: Replace aging signs **C. SR49, Project ID 0319000049** - Yuba Culvert Repair, in Yuba County from 0.25 mile north of Camptonville Rd to 0.5 mile south of Willow Creek Campground: Culvert repair **D. SR65, Project ID 03190002268** – McGowan Pump Plant Rehab, near Olivehurst Linda at the McGowan Road Overcrossing Pump Plant: Rehab Pump Plant **E. SR70, Project ID 0314000153** – Yuba 70 Safety Segment 4 & 5, near Marysville from Laurellen Road to South Honcut Creek Bridge: Widen shoulders and improve clear recovery zone **F. SR20, Project ID 0313000033** – Feather River Scour, In Yuba City at Feather River Bridge and Overhead 18-0009: Bridge scour mitigation	$37,769,000 $TBD $TBD $TBD $71,230,000 $6,218,000	SHOPP Maint. Maint. Maint. SHOPP SHOPP	

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		G. SR70, Project ID 0318000186 – Yuba-70 from Woodruff lane to Yuba/Butte County line: Widen shoulders, improve clear recovery zone	$32,000,000	STIP/RIP	
Regional R3 Long-term	3 3.2	**State Route 99 Corridor Improvements** Caltrans' (California Department of Transportation) Route 70/99 Corridor Business Plan identifies the need to improve the State Route 99 corridor through the City of Live Oak's 2030 General Plan project area. A Collaborative Highway 99 Streetscape Master Plan for this segment of the highway was completed and adopted May 2011. A. SR99, Project ID 031400005 – In Live Oak from Paseo Avenue to Rivera Rd: Widen from 2 to 4 lanes and entrance streetscape. **2020 Live Oak Update**: Utility undergrounding finished by Summer 2020. Water, Sewer, and Storm Drain improvements to begin Summer 2020 with full construction scheduled for completion by 2022. B. SR99, Project ID 0316000061 – Road Rehabilitation, in Live Oak from 0.1 mile north of Coleman Ave. to north of Ramsdell Dr.: Road Rehabiitation C. SR99, Project ID 0317000083 – Modify Intersections	$4,986,000 $16,380,000 $3,400,000	Other/ Local SHOPP SHOPP	
Regional R4 Mid-term	3 3.2	**Caltrans State Highway Projects in Sutter County** A. SR 99, Project ID 0319000135 – In Sutter County on Route 99 from Stewart Rd to Junction of SR 20: Dig outs and HMA Overlay B. SR 99, Project ID 0319000235 – SR99 Various Locations: HM 3 Preservation – deck treatment and join seal replacement work C. Project ID 0316000010 - Various Locations in Sutter Co. – Replacement of ADIEM crash cushion and sand barrel arrays with other crash systems	$TBD $TBD $TBT	Maint. Maint. SHOPP	
Regional R5 Various	3 3.2	**Caltrans/Sacramento Area Council of Governments Metropolitan Transportation Plan** Major planned and programmed state highway projects within Yuba-Sutter that are sponsored by local government agencies are identified in the following:			
L		A. SR 99, Bogue, Lincoln, Richland and Franklin roads: Intersection improvements.	$3,800,000	STIP, local	2016
L		B. SR 65, Forty Mile Road: Construct new interchange.	$2,070,000		2020
L		C. SR 99, Elm Street to Kola Street, Live Oak: Construct additional two lanes with sidewalks and improvements, Phase 1.	$3,213,000	STIP, local	2022
L		D. SR 99, Kola Street to Nevada Street, Live Oak: Construct additional two lanes with curbs, gutters, and sidewalks, Phase 2.	$7,956,000	STIP, local	2022
L		E. SR 99 Elm Street to Coleman Road, Live Oak: Construct additional two lanes with curbs, gutters, sidewalks, Phase 3.	$6,120,000	STIP,	2025
L		F. SR 99, Bogue Road to SR 20, Yuba City: Widen expressway to six lanes.	$31,434,000	local	2026
L		G. SR 65/70, Goldfields Parkway: Construct new interchange.	$110,226,000		
L		H. SR 99, Nevada Street to Riviera Road, Live Oak: Construct additional two lanes with curbs, gutters, and sidewalks, Phase 4.	$8,853,000	STIP, local	2036 2035
L		I. SR 99, Coleman Road to Nevada Street, Live Oak: Construct additional two lanes with curbs, gutters, and sidewalks, Phase 5.	$734,000	I STIP,	2028
L		J. SR 20, Stabler Lane to SR 99, Yuba City: Widen highway to six lanes.	$874,540	local	2036
L		K. SR 70, Erle Road interchange: Construct improvement to interchange.	$2,000,000	STIP, local STIP, local STIP, local STIP, local	2036

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
				STIP, local	
Regional R6 Various	3 3.2	**Caltrans/Sacramento Area Council of Governments Metropolitan Transportation Plan** Major planned and programmed state highway projects within Yuba-Sutter are identified in the following:			
M		A. SR 20, east of McGanney Lane to Yuba-Nevada county line and to Mooney Flat Road: Shoulder and curve improvements. **UPDATE**: Is in the process and should be completed 11/01/2020	$28,780,000	SHOPP	11/01/20
M		B. SR 70, Simmerly Slough: Bridge replacement. **UPDATE**: Is in the process (Design Safety Review) and will be completed 12/13/2021	$82,900,000	SHOPP	12/31/21
L		C. SR 70, Feather River Parkway: Construct a two-lane expressway route through Marysville adjacent to the Feather River Levee from 3rd Street to north of Binney Junction with connections at both the 5th Street and 10th Street bridges. Phase 1: $75 million; Phase 2: $80 million; Phase 3: $80 million.	$235,000,000	SHOPP Various	2036
L		D. SR 20, N. Walton Avenue to Rocca Way, Yuba City: Widen highway to six lanes.	$3,128,000	STIP,	2036
L		E. SR 70, McGowan Parkway: Widen interchange overpass and add traffic signals.	$5,244,000	local	2035
L		F. SR 20, Parks Bar Road to Hammonton-Smartsville Road: Shoulder, curve, and turn lane improvements.	$6,500,000	SHOPP	2022
L		G. SR 99, Lomo railroad crossing north of SR 99/Live Oak Blvd. intersection: Right-of-way and construction of railroad crossing.	$12,203,000	SHOPP	2022
L		H. SR 70, Marysville Union Pacific Railroad underpass: Widen underpass.	$12,486,000	STIP,	2022
L		I. SR 70, north of Marysville to Yuba-Butte county line: Construct passing lanes.	$37,457,000	local	2022
L		J. SR 20, Loma Rica Road to Kibbe Road: Construct passing lanes.			
L		K. SR 20, Marysville Road to Sicard Street: Shoulder, curve, and turn lane improvements.	$2,500,000	SHOPP	2025
L		L. SR 99, north of Yuba City to Sutter-Butte county line: Construct passing lanes.	$5,500,000	SHOPP	2025
L		M. SR 20/99, Yuba City: Construct a full interchange, right-of-way acquisition.	$20,000,000	SHOPP	2025
L		N. SR 20, Yuba and Sutter counties: Widen 10th Street bridge to six lanes.	$30,507,00	STIP, local	2026
Regional R7 Mid Term	3 3.2	**Reroute State Routes 70/20 North to 14th Street** Currently, State routes 70 and 20 follow an alignment on 9th Street along the south shore of Ellis Lake, before turning north at B Street. By redirecting these state highways north by five blocks to 14th Street, the highway congestion is eliminated along 9th Street, allowing a safer, more pedestrian-friendly walkable interconnection between the Lake District and the adjoining historic Downtown District to the south.	$15,000,000		Unknown
Regional R8 Short-term	3 3.2	**Wheatland Donut Hole Project** Wheatland staff is participating in Caltrans project known as the Wheatland Donut Hole project. The project involves resurfacing Hwy. 65 through Wheatland, replacing all pedestrian ramps to ADA standards, constructing a Class 1 bike/ped path along Hwy. 65 between Wheatland Elementary School and McDevitt Drive, construction Class 2 and 3 Bikeways elsewhere along hwy. 65, drainage improvements, lighting improvements, and additional "complete streets: elements withing the project limits	$5,222,000	Caltrans CAPM (state and federal funds)	2023
		Yuba-Sutter Regional Projects			
Regional R9 Short-term	3 3.2	**Fifth Street Bridge Reconstruction and Approaches** This public works project would replace the existing two lanes and add an additional two lanes of east-west traffic, drastically reducing the heavy traffic congestion that currently exists. The bridge was constructed in 1958 to replace an overpass destroyed by the 1955 flood. Approximately 33,000 vehicles traverse the bridge daily and 95,000 are anticipated by 2035. The 165-acre project site over the Feather River is set for construction for the new 5th Street Bridge, a 4-lane, 10 span cast-in-place post-tensioned concrete box	$72,657,311 S50,402,268 $2,764,574	TOTAL COST Highway Bridge Program - **PROJECT COMPLETED** Repurposed High	2020

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		girder bridge. It will connect 5th Street in Marysville to Bridge Street in Yuba City, and include construction of a new 2nd Street Bridge in Yuba City. The project also includes three new traffic signals, roadway widenings and realignments, new access ramps, relocation of existing utilities, improvements to adjacent pedestrian access, bicycle trails, levee access, removal and replacement of trees in floodways, retaining walls and concrete barriers, earthwork, paving and landscaping, with respect to all wildlife and environment permits. This project also includes the eventual demolition of the existing 5th Street Bridge and two UPRR bridges. Project construction began January 2018 and is estimated to be completed in the spring of 2020. This project created approximately 75 local construction jobs **2021 Update**: The project is now complete and the City is in the process of determining final payment to the contractor. The City will be closing out the project with Caltrans throughout Spring 2021.	$17,905, 531 $492,974 $1,091,964	Priority Project-Federal Regional surface Transportation Program-Federal Utility Company Reimbursement Yuba City-Local	
Regional R10 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. **2020 Update**: In 2017 a JPA was formed between Yuba County and the City of Wheatland, called the South Yuba Transportation Authority (SYTIA). The JPA is currently in the process of completing a Comprehensive Implementation Strategy for the SYTIA projects for adoption in 2021. Wheatland's immediate focus is the planning and construction of Phase 1B, identified as the East Wheatland Expressway.	Not Determined		
Regional R11 Long-Term	3 3.2	**Wheatland Parkway 1A** Project would construct a new freeway interchange at SR65 and South Beale Road.	Not Determined		
Regional R12 Mid-term	3 3.2	**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, protect 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. **2021 UPDATE:** Levee repairs will be completed in two separate phases: Project I, the Feather River West Levee Project, will include work from Thermalito Afterbay to Star Bend, just south of Yuba City, and was completed at the end of 2020. Project II will include 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 and 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. 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

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Regional R13 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
Regional R14 Mid-term	3 3.2	**Flood Protection of the City of Marysville** A public works project to repair and upgrade the ring levee to be certified as providing a 300-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 that criteria making Marysville one of the lowest at-risk cities in California's Central Valley after all flood reduction measures are constructed. **2020 UPDATE:** Part of the bigger Marysville Ring Levee project, construction on Phases 2B and 3 includes installation of a seepage cutoff wall along the Yuba River from Highway 70 to the Recology landfill entrance and straightening of portions of the levee between Highway 70 and Simpson Lane. Construction for Phases 2B and 3 is projected to begin in late May, with a projected completion date of December 2023. Phase 2A South construction is complete and included the revitalization of the two baseball fields. Phase 2C cutoff wall construction is also slated to begin in April. According to the Corps, there will be traffic delays at Biz Johnson Road, and residents are encouraged to avoid this area and plan alternate routes. Phase C construction is projected to be completed in December. The Marysville Ring Levee is a joint project of the U.S. Army Corps of Engineers, Central Valley Flood Protection Board and Marysville Levee District. The project is slated to be complete in 2024 and will reduce flood risk for this historic town of 12,000 residents on the Yuba and Feather rivers	$92,500,000 $13,000,000 $200,000	 U.S Army Corp of Engineers YWA	2022
Regional R15 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		
		BEALE AIR FORCE BASE PROJECTS			
Regional BAFB 1 Short-Term	2 2.1	**BAFB-(AFRC) Repair Fuel Cell, Dock 4, B1077 (D-B)** Complete restoration and modernization to address life & safety issues for the KC-135 mission. **2021 UPDATE:** Project is completed	$5M-$8M	Federal **PROJECT COMPLETED**	2018

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Regional BAFB 2 Short-Term	2 2.1	**BAFB-Dental Clinic Modernization** Renovate existing Dental Clinic. Provide temporary facilities during renovation to continue supporting the mission. **2021 UPDATE:** Project is completed	$10M-$11M **PROJECT COMPLETED**	Federal	2019
Regional BAFB 3 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 s.f. of B2145. Includes new HVAC, electrical, plumbing and fire protection systems upgrades. **2021 UPDATE:** Active construction	$3M-$6M	Federal	2020
Regional BAFB 4 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. **2021 UPDATE:** Active construction	$1M-$3M	Federal	2020
Regional BAFB 5 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. **2021 UPDATE:** In-Design Phase	$4M-$7M	Federal	2021
Regional BAFB 6 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. **2021 UPDATE:** In-Design Phase	$4M-$7M	Federal	2021
Regional BAFB 7 Short-Term	2 2.1	**BAFB-Renovate Global Hawk B1210/ B1214** Renovate to allow for better organization, increase efficiency, and safer working conditions. **2021 UPDATE:** Active construction	$4M-$5M	Federal	2020
Regional BAFB 8 Short-Term	2 2.1	**BAFB- Repair U-2 Flight line Fire Suppression Pump House B1040** Provide Fire Suppression pump house for eight hangars servicing U-2 and Global Hawk Aircraft**.** **2021 UPDATE:** Active construction	$1M-$3M	Federal	2019
Regional BAFB 9 Short-Term	2 2.1	**BAFB- Repair 4 Bridge System, Gavin Mandry Drive** Replace 4 bridge system crossing Best Slough and Dry Creek. Elevate out of 100-year flood plain. Widen to support 2 lane traffic. **2021 UPDATE:** Final design completed, Start date May 2021	$10M-$12M	Federal	2020
Regional BAFB 10 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. **2021 UPDATE:** Active construction	$4M-$6M	Federal	2021

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Regional BAFB 11 Short-Term	2 2.1	**BAFB- Demolish Kinder Morgan Bulk Storage Tank** Remove the 35,000-barrel tank from 1.68 acre facility area and all surface facilities and appurtenances. Once tank is removed, restore the area. **2021 UPDATE:** Active construction	$5M-$6M	Federal	2021
Regional BAFB 12 Short-Term	2 2.1	**BAFB- GH - Campus/MCE Pad Power Distro (B1218, 1215, 1210, 1199A)** Power Distribution System upgrade for Global Hawk Campus. **2021 UPDATE:** Active construction	$3M - $6M	Federal	2021
Regional BAFB 13 Short-Term	2 2.1	**BAFB- Repair Military Service Station, F2499** Various repairs to increase fuel capacity, improve monitoring, and improve distribution. **2021 UPDATE:** Planned	$1M-$3M	Federal	2021
Regional BAFB 15 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**.** **2021 UPDATE:** Design completed, Construction start date Sept 2021	$25M-$27M	Federal	2021
Regional BAFB 16 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. **2021 UPDATE:** Active construction	$3M-$5M	Federal	2021
Regional BAFB 17 Short-Term	2 2.1	**BAFB- Repair and Upgrade Bldg. 1218** Complete restoration & modernization of the Mission Control Center --supports the Ground Segment Modernization Plan. **2021 UPDATE:** Active	$8M-$9M	Federal	2020
Regional BAFB 18 Short-Term	2 2.1	**BAFB- Base-wide Dam Study** Evaluate existing conditions of all 22 dams on base and critical culverts. Complete base-wide hydrology and hydraulic models to study surface water drainage systems. Develop Emergency Action Plans for the 14 FEMA reportable dams on base. Determine best course of action to improve flood control system and provide recommendations for repairs. Provide on-site dam safety and flood fight training to base personnel. **2021 UPDATE:** Active study	$4M-$7M	Federal	2019
Regional BAFB 19 Short-Term	2 2.1	**BAFB- Repair 60kV Power Line CMCC Loop** 60kV repairs for Loop Feed to prepare for WAPA 230/60kV Interconnection capacity. **2021 UPDATE:** Project is completed	$9M-$12M	Federal **PROJECT COMPLETED**	2020

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Regional BAFB 20 Short-Term	2 2.1	**BAFB- Repair 480V Equip/Controls and Lighting Gen B5761** Replace generator controls, 480V transformers, main distribution panels, motor control centers and emergency lighting generator. **2021 UPDATE:** Active construction	$5M-$7M	Federal	2020
Regional BAFB 21 Short-Term	2 2.1	**BAFB- Renovate Mission Planning Cell (MPC)** Mission Planning Cell supports ISR operations. **2021 UPDATE:** Project is completed	$5M-$8M	Federal **PROJECT COMPLETED**	2020
Regional BAFB 22 Short-Term	2 2.1	**BAFB- Perimeter fencing (Base Perimeter) Base w/ Options** Augment and improve installation fencing. **2021 UPDATE:** Project is completed	$1M-$2M	Federal **PROJECT COMPLETED**	2020
Regional BAFB 23 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. **2021 UPDATE:** Active construction	$7M-$10M	Federal	2021
Regional BAFB 24 Short-Term	2 2.1	**BAFB- Beale WAPA Interconnection Project (BWIP)** Improve Resiliency, Reliability & Redundant Power Delivery. **2021 UPDATE:** In-Design Phase/Coordination w/WAPA	$46M-$49M	Federal	2021
Regional BAFB 25 Short-Term	2 2.1	**BAFB- PSPTS Flood Damage Repair** Reconstruct and Repair the 9th Physiological Support Squadron (PSPTS) Facility, B1029 following a storm event in Jan 2019 that caused extensive damage to the building interior, mechanical, electrical, HVAC and Fire Life Safety systems. **2021 UPDATE**: Active construction	$8M-$11M	Federal	2020
Regional BAFB 26 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. **2021 UPDATE:** Planned	$1M-$3M	Federal	2021
Regional BAFB 27 Short-Term	2 2.1	**BAFB- Repair 60kV Circuit Main Base to Doolittle** Requirement is to replace the aging 60kV wood pole transmission line to a dual fed steel, utility standard, for a more reliable configuration. Power poles must be replaced using utility standard steel poles according to the calculations provided by National Electric Safety Code Standards. Maintaining adequate electric service is critical to mission success. **2021 UPDATE:** Project completed	$4M-$6M	Federal **PROJECT COMPLETED**	2021
Regional BAFB 28 Short-Term	2 2.1	**Consolidate Lincoln Receiver Site, B4131** Design-Build Project. Design and install a complete and useable hydro-pneumatic well system. Remove and replace existing pressure tank system. Remove and replace existing electrical panel as required**.** **2021 UPDATE:** Design completed	$4M-5M	Federal	2020
Regional BAFB 29 Short-Term	2 2.1	**CDC Preschool Classroom** Design-Build Project. Additional classroom for CDC to be tied into existing roof system. **2021 UPDATE:** Project completed	$2M-$3M	Federal **PROJECT COMPLETED**	2020

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Regional BAFB 30 Short-Term	2 2.1	**Base-wide Paving** Renovation of multiple locations on base for asphalt and concrete. **2021 UPDATE:** Active construction	$2M-$3M	Federal	2020
Regional BAFB 31 Short-Term	2 2.1	**1218 Equipment Install** Communication Portions of B1218. Server Racks; interfacing Siemens controls for the all-interfacing Siemens equipment for Intrusion Detection System (IDS). **2021 UPDATE:** Active construction	$6M-$8M	Federal	2020
Regional BAFB 32 Short-Term	2 2.1	**Repair Dock 7, Building 1243** Design Build. Renovate offices, install HVAC, fire suppression, notification, foam, pump. Install generator, paint exterior and renovate floors. **2021 UPDATE:** Project is completed	$10M-$12M	Federal **PROJECT COMPLETED**	2020
Regional BAFB 33 Short-Term	2 2.1	**Repair HVAC Network Control Center/Building 2445** Design Build. Replace HVAC for server rooms. **2021 UPDATE:** Active construction	$1M-$2M	Federal	2020
Regional BAFB 34 Short-Term	2 2.1	**Repair 60V Circuit (PAVE PAWS to Grass Valley)** Requirement is to replace the aging 60kV wood pole transmission line to a dual fed steel, utility standard, for a more reliable configuration. Power poles must be replaced using utility standard steel poles according to the calculations provided by National Electric Safety Code Standards. Maintaining adequate electric service is critical to mission success. **2021 UPDATE:** Active construction	$4M-$6M	Federal	2020
Regional BAFB 35 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 **2021 UPDATE:** Active construction	$4M-$6M	Federal	2020
Regional BAFB 36 Short-Term	2 2.1	**Repair HVAC, Abate Asbestos Omni Gym B2459** Renovate the interior of the OMNI; abate all asbestos and replace HVAC. Redesign the layout for the fitness center as well as the Honor Guard area. **2021 UPDATE:** Active construction	$4M-$6M	Federal	2020
Regional BAFB 37 Short-Term	2 2.1	**DEMO Temporary Lodging Facilities** Demolish existing TLF buildings as new TLF's have recently be constructed. Old TLF's are in poor and unsalvage-able condition. **2021 UPDATE:** Project completed	$1.5M-$2.5M	Federal **PROJECT COMPLETED**	2020
Regional BAFB 38 Short-Term	2 2.1	**GH-B1215 Repair and Upgrade** Renovate and modernize building, additional 20' to be added to each end of the building to provide space for electrical equipment, offices and a conference room. **2021 UPDATE:** Planned	$3M-$5M	Federal	2020
Regional BAFB 39 Short-Term	2 2.1	**Dorm Repair** Repair structural damage to two facilities after a severe water leak which damaged flooring and walls. **2021 UPDATE:** Planned	$5M-$8M	Federal	2021

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Regional BAFB 40 Short-Term	2 2.1	**B2434 Roof Replacement (BX)** Replace an aging roof system on the BX. **2021 UPDATE:** Project is completed	$1M-$2M **PROJECT COMPLETED**	Federal	2020
Regional BAFB 41 Short-Term	2 2.1	**Provisions On Demand** Renovate a portion of the base Operations facility to incorporate food operations supporting flight line personnel and improving quality of life measures. **2021 UPDATE:** Active construction	$1M-$3M	Federal	2021
Regional BAFB 42 Short-Term	2 2.1	**C-Street Transformers Replacement** Remove existing/old transformers & Reinstall new units to meet Beale's electrical power requirements and provide standardized transformer specifications throughout multiple substations. **2021 UPDATE:** Active construction	$1M-$3M	Federal	2021
Regional BAFB 43 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. **2021 UPDATE:** Active construction	$2M-$4M	Federal	2020
Regional BAFB 44 Short-Term	2 2.1	**GH B1200 Repair & Upgrade** Upgrades current facility spaces supporting the Global Hawk to meet mission needs.. **2021 UPDATE:** Active construction	$2M-$4M	Federal	2020
Regional BAFB 45 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 Beal's infrastructure. **2021 UPDATE:** Planned	$1M-$3M	Federal	2020
Regional BAFB 46 Short-Term	2 2.1	**9 MUNS UMMC – Warehouse/Admin Facility** Project upgrades the comprehensive HVAC control systems serving base facilities to provide centralized control/monitoring and improve energy efficiency throughout Beal's infrastructure. **2021 UPDATE:** Planned	$5M-$7M	Federal	2020
		Sutter County			
Sutter Co. S1 Mid-term	3 3.2	**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.	$4,000,000	SB1 funding	Ongoing

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		2021 Update: Candidate roads are presented to the County Board of Supervisors for consideration and approval on an annual basis.			
Sutter Co. S3 Short-term	3 3.1	**Basin Drainage Study** Study multiple existing drainage systems and incorporate the effects of drainage in unregulated areas of the Yuba City Basin (east of the Sutter Bypass, west of the Feather River). Recommend improvements to insure 100-year to 200-year flood protection and funding mechanisms. Additionally, the study will provide guidance parameters for future development based on the drainage system capabilities. **2021 UPDATE:** The Basin Drainage Study is complete and Sutter Board of Supervisors adoption is pending, expected in Fiscal Year 2021-22.	$300,000 **PROJECT COMPLETED**	County, Gilsizer District	2020
Sutter Co. S4 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. **2021 UPDATE:** Design completed in June 2020. The County is acquiring the 13.4-acre site of the building to begin the relocation of the Health & Human Services Department. The County will take possession of the property by Summer 2021 and will then acquire the necessary funding / financing for the construction phase.	15,000,000	County	June 2020 –Design Complete
Sutter Co. S5 Short-term	3 3.1	**Howsley Road Bridge Replacement** The county will replace the existing two-lane 260-foot-long bridge utilizing FHWA Highway Bridge Program funds. **2021 Update:** The design phase will complete by March 2021, including all necessary environmental permits. Federal Funding for the construction phase is not expected to be available until 2025.	$10M	FHWA 88.53% County 11.53%	March 2021 Design Nov. 2027 Const.
Sutter Co. S6 Short-term	3 3.1	**Larkin Road Bridge Replacement** The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds. **2021 Update:** The design phase is complete. Federal Funding for the construction phase is not expected to be available until 2025.	$1M	FHWA 88.53% County 11.53%	June 2019 Design Nov. 2026 Const.
Sutter Co. S7 Short-term	3 3.1	**Nicolaus Avenue Bridge Replacement** The county will replace the existing two-lane 70-foot-long bridge utilizing FHWA Highway Bridge Program funds. **2021 Update:** The design phase is complete. Federal Funding for the construction phase is not expected to be available until 2025.	$3M	FHWA 88.53% County 11.53%	June 2019 Design Nov. 2028 Const.
Sutter Co. S8 Short-term	3 3.1	**Tisdale Road Bridge Replacement** The county will replace the existing two-lane 40-foot-long bridge utilizing FHWA Highway Bridge Program funds. **2021 Update:** The design phase is complete. 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. S9 Short-term	3 3.1	**Kent Avenue Bridge Replacement** The county will replace the existing two-lane 80-foot-long bridge utilizing FHWA Highway Bridge Program funds. **2021 Update:** The design phase is complete. 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.

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		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. **2021 Update:** Segment from Erle Road to N. Beale has been constructed (2 lanes). Segment from N. Beale to Hammonton-Smartsville Road is currently under design and should be constructed (2 lanes) in next couple years.	$150,000,000		
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. **2021 Update**: Yuba County has hired a consultant to design Phase 2 of the interchange. Design is currently at the 30% stage.	$20,000,000		
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.	$20,000,000		
Yuba Co. Y5 Mid-term	3 3.2	**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. **2021 Update:** Linear detention basin from Orchard pond to Hammonton-Smartsville Road is currently in design. Construction is anticipated within the next couple years.	$4,000,000		
Yuba Co. Y6 Short-term	3 3.1	**Yuba South Basin Levee Protection** This project includes four phases to improve 32miles of levees along the Yuba River, Feather River, Bear River and Western Pacific Interceptor Canal with the goal of achieving 200-year flood protection for South Yuba County. The first construction work was initiated in September 2004. **2021 Update:** Levee improvements along the Feather River, Bear River, and Western Pacific Interceptor Canal have been completed and certified to meet FEMA requirements. Improvements to the Yuba Goldfields to extend the existing levee system to high ground (the Yuba Goldfields 200-Yr levee project) began construction in May 2020 with project completion in 2021. Funding for the improvements is from State Proposition 13 and Proposition 1E, local development fees and landowners, local development fees, Reclamation District 784, Yuba County and the Yuba County Water Agency.	$500,000,000 **PROJECT COMPLETED**	State and local funds	2020
Yuba Co. Y7 Mid-term	3 3.2	**Olivehurst 7th Avenue Projects** This public works project consists of implementing road improvements to 7th Ave. to the RR tracks in OLivehurst as outlined in the 2017 Master Plan. This project includes improvements to: curb, gutter, sidewalk, drainage and street overlay **2021 UPDATE:** Project Has been completed.	1,035,000 800,000 **PROJECT COMPLETED**	ATP ATP	2019

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. Y8 Short-term	3 3.2	**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. **2021 UPDATE:** N. Beale Phase 1 is completed (Lindhurst Ave. to Hammonton Smartsville Road). Construction on Phase 2 will begin in Summer 2021. Construction of Phase 3 will commence in the future as additional money allows. Ultimately, this project will make improvements on N. Beale Rd. out to Griffith Ave.	$10,000,000	Federal and state transpor-tation funds	2022
Yuba Co. Y9 Mid-Term	3 3.2	**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.	$6,500,000		Ongoing
Yuba Co. Y10	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 20 2-person structures, an onsite manager, dog facility, and provides services and resources to move the homeless toward permanent employment and housing. **2021 UPDATE:** In 2020, 14Forward established COVID-safety protocols to promote health and safety among participants. 122 people were provided shelter in 2020 (53 with mental health disorders, 55 with chronic health conditions, and 41 with physical disabilities). 23% of those who left the program found permanent housing.	2,500,000	State, local, federal	Ongoing
Yuba Co. Y11 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. **2021 UPDATES:** In the foothills, Yuba County replaced one bridge on Rices Crossing Road at Oregon House Creek. Construction should begin to replace bridges on Iowa City Road and Spring Valley Road in 2021 or 2022.	16,810,000	HBP FSTIP	2020
Yuba Co. Y12 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	1,700,000	ATP	2021
Yuba Co. Y13 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	3,030,000	ATP	2022
Yuba Co. Y14 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	1,560,000	ATP	2022

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. Y15 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.	1,550,000	SACOG One-Time Funding 2019	2022
Yuba Co. Y15 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 Water Agency and Valley Vision, is developing a Broadband Master Plan highlighting industry best practices and community specific opportunities to expedite enhanced broadband services. The County is also in the application phase for Community Development Block Grant (CDBG) COVID-19 funding, for an estimated project cost of $600,000, enabling Internet Service Providers (ISPs) to install additional infrastructure for expanded service levels, improved area coverage, and reduced cost to low to moderate income qualifying residents. This project is anticipated to take 2-3 years.	$45,000 $600,000	YWA CDBG	2023 2024
Yuba Co. YA1 Mid-term	3 3.3	**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.	2,500,000		
Yuba Co. YA2 Mid-term	3 3.3	**Yuba County Airport Terminal Building** This public works project would construct a new 12,000-square-foot Yuba County Airport terminal building. This building would include a parking lot, sewage system, street improvements and landscaping.	$1,500,000		
Yuba Co. YA3 Mid-term	3 3.3	**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.	$1,500,000		
Yuba Co. YA4 Mid-term	3 3.3	**Site Improvements to Industrial Park Site No. 2** This public works project would provide street improvements, sewer system improvements, and water system improvements in order to provide access to 14 aviation-related corporate hangar lots, 10 acres of industrial property, and provide emergency access to the airport's crosswind runway. The project area has wetlands issues to address.	$850,000		
Yuba Co. YA5 Short-term	3 3.3	**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.	$750,000	Federal and local funds	2020
Yuba Co. YA6 Short-term	3 3.3	**Yuba County Airport Taxiway** Yuba County Airport would construct a taxiway serving the commercial buildings along Skyway Drive, west of the existing runway. The taxiway would be 25 feet wide and extend 3,700 feet in length. Other improvements would include installation of storm drains and crossings over existing storm drains. **2021 UPDATE:** A & E was completed by end of June 2020. COVID-19 pandemic has created a loss of local beneficiary and County is actively seeking a replacement.	1,813,067	Federal, private local	2022

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		Project is ready to go out for bid but is delayed until additional funding can be acquired.			
Yuba Co. RD1 Long-term	4 4.1	**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. **2021 UPDATE:** Yuba County has submitted a grant application for Phase 1 of this project to construct a 4.6 acre-foot retention basin along with associated piping, fencing, and grading. Construction of an outfall structure and pumping station would occur in subsequent phases.	$4,500,000		
Yuba Co. RD2 Long-term	3 3.1	**RD784 Facility Relocation and Command Center** This public works project would relocate Reclamation District 784 offices and headquarters above the level of potential levee breach to Anderson Road and the new setback levee. The new site would create a command center and radio tower to serve a drainage and emergency services communication network for police, fire and emergency medical services in the south Yuba and Sutter counties area.	$3,000,000		
Yuba Co. RD3 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.	$2,750,000		
Yuba Co. RD4 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. **2021 RD784 Update:** RD784 has been awarded grant funding through Prop. 1 to finish the SCADA connection. After the grant agreement is received and executed, construction will commence with an estimated completion date sometime in 2022.	$1,800,000	State, Local Funds	2023
Yuba Co. RD5 Long-term	3 3.1	**Pump Station No. 10 Upgrades** This public works project would upgrade Pump Station No. 10; provide backup power and redundant pump for the facility serving the central Plumas Lake Specific Plan area.	$1,500,000		
Yuba Co. RD6 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, Feather River Center and the commercial area in Linda. **2021 RD784 Update:** RD784 has been awarded grant funding through Prop. 1 to install the instrumentation improvements (SCADA). After the grant agreement is received and executed, construction will commence with an estimated completion date sometime in 2023.	$200,000	State, Local Funds	2023
Yuba Co. RD7 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.	$1,050,000		

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. RD8 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.	$4,500,000		
Yuba Co. RD9 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.	$2,800,000		
Yuba Co. RD10 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.	$1,700,000		
Yuba Co. RD 11 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. **2021 RD784 Update:** RD784 has been awarded grant funding through Prop. 1 to install the instrumentation improvements (SCADA). After the grant agreement is received and executed, construction will commence with an estimated completion date sometime in 2023.	$200,000	State, Local Funds	2023
Yuba Co. RD12 Short-term	3 3.1	**Regional Drainage Facility** This public works project will provide regional drainage and pumping for the North Arboga Study Area, Plumas Lake Specific Plan Area and Pump Station No. 10. Pump Station 10 is under construction and will provide supervisory control and data acquisition (SCADA) electronic controls. Two additional basins are in planning and other phases await funding. **2021 RD784 Update:** The construction of Pump Station 10 was completed in 2014 with the exception of the discharge pipes that will eventually be installed down Murphy Rd. Much of the Regional Drainage Facility (RDF) has been constructed. Funding of approximately $6 M is still needed to install piping from the RDF down Murphy Road to the levee, connect to pipes in levee and construction of an outfall structure on the waterside. The pipe from the RDF down Murphy Road has not been installed yet. The two additional basins located on the south side of Ella Avenue were completed in 2018. However, only one has been accepted by RD784 at this time.	$6,000,000	Local funds	2025
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.	$2,400,000		
Yuba Co. OPUD2 Mid-term	3 3.1	**Purple-Pipe Transmission Line in the Rancho Road area** OPUD has a fully compliant waste-water treatment facility; discharge water could be used as reclaimed water for irrigation. The reclaimed water could be used for irrigation in the Rancho Road business area or the Magnolia Ranch development area. OPUD would seek grant funding to fund a purple-pipe transmission line to either or both of these two areas. OPUD could provide reclaimed water at a lower price than potable water and would save capacity for potable by not using potable for irrigation. All users of the reclaimed water would realize a savings: parks, landscape strips and schools and, if extended, residences.	$2,000,000		

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Yuba Co. OPUD3 Mid-term	3 3.1	**Well No. 1 and 4 Water Treatment Plant Sludge Handling Upgrade** The Nos. 1 and 4 wells water treatment plant currently discharges its iron and manganese that is removed from the potable water into the sanitary sewer system. Due to limits imposed by the state for the discharge from the wastewater treatment plant for iron and manganese, OPUD cannot continue to discharge the iron and manganese into the sewer at the current rates and must cease altogether. OPUD would have limited use of a water treatment plant that could potentially serve many new industrial customers in the Melody and Furneaux areas. OPUD will need to lease a small portion of land from the county adjacent to the plant to the west and build a backwash tank to properly collect and dispose of the iron and manganese sludge.	$1,000,000		
Yuba Co. OPUD4 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.	$950,000		
Yuba Co. OPUD5 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.	$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.	$5,000,000		
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. **2021 UPDATE:** 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. Early 2021, CCP began working with their developer and design and engineering team to begin construction on the bioenergy facility in June 2021. The work will focus on civil construction which will include but not limited to clearing, grading, roadways, and cement work. CCP is working with key partners such as USFS, YWA, Blue Forest Conservation, and others to develop strong contracts for feedstock/fuel, financing, and business development to utilize the additional 1.5 MW of energy at the site. CCP is also looking to complete feedstock contracting, financing and the Power Purchase Agreement in the Fall/Winter 2021. In addition, CCP has submitted an air permit application to the Feather River Air Quality Management District. The permit is currently under review. CCP hopes to secure the air permit in the Summer of 2021.	326,455 394,837 47,817 276,500 4,900,870 470,000	Sierra Nevada Conservancy USDA National Forest foundation YWA California Energy Commission EPIC CA Dept. of Conservation	Unknown
		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 close proximity of one another. Currently all crossings are at grade, causing all east/west	Unknown	Unknown	Unknown

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		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.			
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. In order 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 close 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 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.	$3,200,000	Unknown	Unknown
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. **2021 UPDATE:** Phase 4 will be completed during 2021/2022. 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.	$2,200,000	ATP, SACOG, LWC, local funds	2020/ 2025

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
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.	$75,000	CDBG	Unknown
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. **2020 UPDATE:** Construction is expected to be completed in 2021. The water main was completed in early 2020 allowing the reconstruction to proceed. Reconstruction to the east of Larkin Road was completed in 2018.	$1,094,776	SACOG, CDBG	2021
Live Oak LO11 Short-term	3 3.2	**Water Service and Supply Improvements for Live Oak East of State Route 99** Current water service is limited by undersized main lines crossing the highway and the closure of Live Oak Well #5 due to nitrate contamination. A combination of improved water mains and a new or reconditioned well with arsenic treatment and storage is necessary to allow for both growth and public safety needs. **2020 UPDATE:** In early 2020 the city completed construction of a 12-inch water main in Pennington Road from O Street east to L Street with associated road improvements to be completed in early 2021. **L Street to Orchard Way was completed in 2018.** In addition, the City will construct a new 2,000-gpm well site with arsenic filtration, storage, booster pump and connection to the distribution system. The well site is located on Larkin Road in the northeast quadrant of the city. Phase 1 of the project will be completed in 2020 and includes the 1,000-gpm well with arsenic filtration and connection to the distribution system. Funding for Phase 2 was awarded from CDBG and phase 2 construction will take place in 2021/2022. CDBG award was $4,500,000.	$6,500,000	CDBG, Prop 84, local funds	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. 2**021 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.	$2,200,000	WRCB	2021

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		2021 UPDATE: Live Oak completed a feasibility analysis and received a $1.68 million grant and loan award from the California Water Resources Control Board in 2020 for 2021 construction**.**			
Live Oak LO14 Short-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. **2020 UPDATE**: The City of Live Oak continues to seek funding for improvements outlined in the plan. Total improvements are approximately $21 million.	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.	$700,000	CDBG, HOME	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.			
Live Oak LO17 Long-term	3 3.2	**Live Oak Highway 99 Streetscape Project** In coordination with Caltrans and a Federal TIGER Grant the City is completely rebuilding Highway 99 through the City of Live Oak. Starting at Ash Street and continuing to Ramsdell Drive, the highway will be transformed into a beautiful and functional streetscape including the undergrounding of overhead utilities, expansion of travel lanes from 3 to 5, the addition of curb/gutter/sidewalk, as well as landscaping, lighting, and parallel parking. **2021 Update**: Utility undergrounding completed Summer 2020. Water, Sewer, and Storm Drain improvements underway with full construction scheduled for completion by 2022.	$31,000,000	FHWA TIGER, and Caltrans	2023
		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
Marysville M2 Mid-term	3 3.2	**Design/install traffic-calming improvements on 9th Street** With the rerouting of State routes 70 and 20 north to 14th Street, 9th Street between B and E streets reverts to a city street, separating the Lake District from the historic Downtown District. The purpose of this project is to incorporate traffic-calming features or outright abandon the street in favor of a pedestrian mall along the south shore of Ellis Lake, to improve walkability between those two economic districts.	$950,000		2025
Marysville M3 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.	$1,000,000 $250,000	City-Local Yuba Water Agency - County	2020

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		2020 UPDATE: Marysville is currently installing an aeration project to lower phosphorous and nitrogen levels in Ellis Lake and to raise oxygen levels. **2021 UPDATE:** The aeration project was completed in 2020. The City is working with the Yuba Water agency to complete a nutrient management study which is anticipated to be completed by Summer 2021. This will allow the City to look at next steps for cleanup of the lake water. The City is working with the Yuba-Sutter Goldsox, Yuba-Sutter EDC and other community partners to identify grant opportunities and private funding to address the exterior grounds and surrounding facilities, including the Bryant Field baseball facility.	**Aeration PROJECT COMPLETED**		
Marysville M4 Mid-term	3 3.2	**Rebuild 5th Street to Complete Streets Standards from State Route 70 to J Street.** This is one part of a multi-street local traffic circulation plan designed to accommodate heightened commuter traffic flows over the new four-lane 5th Street bridge connecting Marysville and Yuba City, with improved access to the newly expanded Rideout Regional Health Center Campus and serving planned future business growth within the Medical Arts District. Working in conjunction with project M8 below and modifications to 3rd Street, this project will include engineering and construction to fulfill Complete Streets standards for safe pedestrian and bicycle use along this major surface artery. **2021 UPDATE:** It is anticipated SACOG will approve funding in May 2021 and the project will go out to bid/construction in summer 2021.	3,000,000	State Active Transportation SACOG City	2020-2021
Marysville M5 Short-term	3 3.2	**Systemic Safety Analysis Report Program (SSARP)** Federal regulations require each State has 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 address the 4Es of traffic safety: Engineering, Enforcement, Education, and Emergency Services. **2021 UPDATE**: The city will be applying for LRSP grant funds through Caltrans to complete the plan in 2020-21	$72,000	State Active Transportion	2020-21
Marysville M6 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, and improve sidewalks where necessary for accessibility and install bike lanes. **2021 UPDATE**: The City's projects has been submitted for CDBG funding approval and pending a decision on approval.	$3,000,000	CDBG	2020-21
Marysville M7 Short-term	3 3.2	**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. **2021 UPDATE**: Gavin Park Well Project is currently in its final stages of construction with estimated completion in June 2021.	$400,000	DWR	2020-21

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Marysville M8 Short-term	3 3.1	**17th Street Stormwater Outfall** The City of Marysville proposes to repair the storm water drain outfall and headwall and rock armor 25 linear feet of eroded bank located along the west bank of the Yuba River approximately ¼ mile east of the City of Marysville, Yuba County, California. The project will require excavating approximately ten cubic yards of debris from the outfall channel, excavating and repairing the 48" concrete pipeline, replacing the damaged sheet pile headwall, replacing the damaged concrete splash pad, and replacing the protective rock armoring at the base of the outfall. Repairs are planned to take place during the summer months (August/September) when river levels are lowest within the main channel of the Yuba River. **2021 UPDATE**: Project has been completed and is in process of close out with FEMA/CALOES	$600,000	City/FEMA	2019-2021
Marysville M9 Mid-term	3 3.1	**Decommission Wastewater Treatment Plant and Appurtenances** This is a public works project to fully decommission the existing municipal wastewater treatment plant and ponds beginning in 2015 per the city's agreement with Central Valley Regional Water Quality Control Board. To satisfy a cease-and-desist order, the city has entered into agreement with the Linda County Water District to transfer its wastewater stream to the new regional plant in Linda effective late 2017. **2021 UPDATE**: The Wastewater Pumping Station has been completed. Decommissioning of the City's Wastewater ponds are currently under environmental review by various state agencies and slated for closure and abandonment in 2020-21	$23,000,000		2015-2022
Marysville M10 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. **2021 UPDATE:** Feasibility plan is still in process	$2,500,000	CDBG	2022
Marysville M11 Short-term		**Marysville Bicycle and Pedestrian Improvement Project** This project includes all Tier 1 improvements identified in the 2016 Marysville Bicycle and Pedestrian Master Plan. Pedestrian improvements include closing a sidewalk gap near downtown and high visibility crosswalks with RRFBs and speed feedback signs to improve safety near two schools. A raised intersection improves safety and access to Ellis Lake Park. These improvements support the economy by improving access to downtown and promote walking to schools and parks by improving challenging crossings. Together these improvements create a foundation for active transportation in Marysville, promoting a healthy lifestyle and supporting the local economy with improved downtown access. **2021 UPDATE**: The project is under construction and should be completed July 2021	$550,000	ATP/City	2019-2021
Marysville M12 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.	$1,000,000	City Yuba Water Agency Grant	2030

PROJECT COMPLETED

PROJECT COMPLETED

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
Marysville M13 Short-term	4 4.1	**Ellis Lake Fountain Repair and Upgrades.** The public works department started repairs and upgrades in December of 2019 that started with the removal of debris from in and round the fountain follow by the testing of electrical and pumping equipment for the fountain. It was found that the electrical system has been upgraded in years past and is fully operational, the motor and pump have failed and have since been removed and will be rebuilt and upgraded. Several leaks were also repaired on the fountain and the display lighting will also be replaced with new energy efficient colored LED bulbs replacing the old 300-watt bulbs drastically reducing energy costs to operate the fountain. **2021 UPDATE**: Fountain and new LED lighting are currently operational.	$40,000 **PROJECT COMPLETED**	City YWA Grant	2019-20
Marysville M14 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 entry into Marysville, and to improve connectivity and walkability between the medical arts and the historic downtown districts.	$2,000,000	Caltrans	2025
Marysville M15 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.	$1,000,000		2025
Marysville M16 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.	$5,600,000 $50,000	SB1 SACOG Caltrans	2020-2025
Marysville M17 Short-term	3 3.2	**Road Maintenance and Rehabilitation (RMRA) proposed project list for Fiscal Year 2020-2021** The City is currently on track to receive a total of $232,628 tax proceeds this calendar year 2019-20, 2020-21. $198,402 was projected by the League of California Cities. Utilizing the funding received from the prior calendar years it is anticipated that a total of $470,484 will be used to fund capital street projects for the new fiscal year. • B St. - 3rd to 1St • 1 St. – B St. to Bridge. • F St. – 3rd St. to 10th St. **2021 UPDATE:** The project is expected to be put out to bid for construction by June 2021	$562,000	SB1	2020-21
Marysville M19 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. Funding is currently being sought to complete project. **2021 UPDATE**: Audio and Video equipment have been updated in the Council Chambers along with carpeting upgrades between City Hall and the Police Department. Several AC and Heating units have also been replaced that serve the Police Department. Energy audits were performed at City Hall, Police Department,	$350,000		2022

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		Public Works and the Fire departments however initial review has found that they may not qualify for PGE on-bill financing. Staff will be discussing further with PGE.			
Marysville M20 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.	$178,952		2022
		Wheatland			
Wheatland W1 Mid-term	3 3.1	**Levee Improvement Projects** The City is currently in the process of coordinating with local reclamation districts to protect lands within the City's Sphere of Influence. As a part of this effort, the City is seeking completion of a reconnaissance study for improvements to the Dry Creek levee as well as potential improvements to Bear River Levee. **2021 UPDATE**: Flood Risk Reduction Feasibility Study is complete Implementation projects are being developed.	$1,000,000 **PROJECT COMPLETED**	DWR	Unknown
Wheatland W2 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 for long term utility cost savings.	$300,000	Unknown	Unknown
Wheatland W3 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 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. **2021 UPDATE**: The first phase of the Wheatland Community Garden was completed in 2013 and continues to flourish. The second Phase of the Wheatland Community Garden project is pending.	$50,000	Unknown	Unknown
Wheatland W4 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	$500,000		
Wheatland W5 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	$100,000		

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		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.			
Wheatland W6 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. **2021 UPDATE:** The City continues to seek funding for this project	$100,000		
Wheatland W7 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 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.	$7M	SHOPP, CMAQ, SACOG, FLAP, Impact Fees	2022
Wheatland W8 Short-Term	3 3.2	**Wheatland Pavement Management Program (PMP)** Develop the City's first pavement management program (PMP). The PMP will produce a comprehensive and detailed inventory of the City's roadways, estimate the pavement condition index (PCI) for each segment, develop treatment costs and strategies, and provide various recommended treatment scenarios.	$50,000	Gas Tax SB1	2022
Wheatland W9 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.	$7M	Gas Tax, SB1, SACOG, FLAP	2022

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		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. **2021 UPDATE:** FLAP applications will be due in May 2021			
Wheatland W10 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 **2021 UPDATE:** Project is underway and will be completed in 2021	$1.4M	DWR YCA	2021
Wheatland W11 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 the levee. Benefits include enhance/improve water quality of discharge to Dry Creek, protect the existing levee from further erosion.	$600,000	Unknown	2022
Wheatland W12 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.	$1,400,000	State, Unknown	Unknown
Wheatland W13 Short-Term	4 4.1	**City of Wheatland Business Park Feasibility Study** This study will determine the feasibility of a business park within the Johnson Rancho annexation area. The study will attempt to identify preferred location, size, feasibility and action steps **2021 UPDATE:** Project is underway and will be completed by mid-2021	$100,000	SACOG	2021
Wheatland W14 Mid-Term	3 3.1	**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	$2,500,000	SACOG Gas Tax/SB1 ATP RUCS	2024

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		bi-directional school routes linking three schools and neighborhoods, and a farm to market route serving over 6-square miles of agricultural lands.			
Wheatland W15 Long-Term	4 4.1	**Wheatland Community Pool** The City of Wheatland received a generous $1 million donation for future operations, maintenance and recreational programming at a future Wheatland Community Pool. The City has seven years to complete the project beginning July 2019. 2021 Update: The City will apply for a Prop 68 Rural Recreation and Tourism Facilities grant in November 2021.	$5,000,000	Unknown	2026
Wheatland W16 Short-Term	3 3.3	**Wheatland AB 1600 Fee Study** The City of Wheatland is currently preparing an update to the City's AB 1600 Fee Study to identify the development impact fees for future development within the City using grant funds available from SB 2.	$130,500	SB 2	2021
Wheatland W17 Short-Term	3 3.3	**Wheatland Accessory Dwelling Unit and Density Bonus Ordinance** The City of Wheatland is currently preparing the Accessory Dwelling Unit Ordinance and Density Bonus Ordinance for compliance with State law as identified in the City of Wheatland's 5th Cycle Housing Element Update using grant funds available from SB 2.	$29,500	SB 2	2021
Wheatland W18 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.	$65,000	HCD (LEAP Grant)	2021
Wheatland W19 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.	$10,000	SACOG (REAP)	2021
Wheatland W20 Short-Term	3 3.1	**Wheatland Zoning and Capacity Analysis** Conduct future planning work for managing growth for the City's long-term plans, consisting of employment generating, non-residential uses, including the potential of a new town center for an expanded City of Wheatland.	$100,000	SACOG	2022
Wheatland W21 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.	$40,000	SACOG (REAP)	2022
Wheatland W22 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.	$22 to $30M	Design-YWA Const-Unknown	2025

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
		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 reflect changes within the City and include mechanisms to help streamline growth within the City's Sphere of Influence. The update will focus on Land Use, Housing, Zoning, and Transportation Elements.	$500,000	SB 2, LEAP, REAP	2021
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 3.1	**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 2022 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. **2021 Updates:** Remaining unfunded need: Bridge Street Widening SR-99 to Gray Ave.	$15,000,000	Undetermined, Local, Local Partnership Program Grant through the CTC	
Yuba City CYC5 Short-Term	3 3.1	**Walton Avenue Complete Streets Improvements** The project 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.	$4,587,000	Undetermined grants, Local	2022
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.	$2,483,000	$153,000 in Active Transportation Program funding for design, $1,984,000 in Regional Surface Transportation	2021-22

Jurisdiction Project No. Priority	Goal Tactic	Project Description	Total Cost	Funding Sources	Project Date
				Program funding for construction, Local	
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		2023
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		2023
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 into the City's bike network and across the City's 5th Street Bridge. Ultimately connecting into 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.	$15,000,000	Undetermined, Grants	

Resolution No.

RESOLUTION APPROVING THE 2020 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 the 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 February 2021, and approved and adopted said document May 17, 2021; and

WHEREAS, said action also directed the CEDS Annual Performance Report and updates of Appendices I, IV and V of the CEDS document be submitted to the City of 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 report and authorizes its submittal to the Economic Development Administration.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 2nd day of June, 2021, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

APPROVED:

_____
Nancy Santana, Vice Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: June 2, 2021

Title: Adoption of City Budget for Fiscal Year 2021-22

Contact Information: (Joe Aguilar, Finance Director)

Background: On behalf of the City's management, included in the staff report you will find the revised Proposed Budget for Fiscal Year (FY) 2021-22. The Budget totals $18.8 million of which $15.3 million come from enterprise funds and restricted revenue funds. The Budget reflects the policies, goals, programs and service priorities the City Council is committed to providing the residents of Live Oak.

Big projects slated for FY 2021-22 include:
* Carryover appropriation of $4.8 million for a new Well #8 and water storage tank
* Additional $740,000 for the "P" Street Lift Station
* Carryover appropriation of $750,000 for the sewer plant solar project

The operating portion of the budget for FY 2021-22 continues as a status quo budget. The budget does not contain any requests for additional staff positions nor new programs. The General Fund budget is balanced. The largest General Fund expenditures continue in the areas of public safety. Fire service costs contains our 4th lease payment on our new fire engine which was delivered in 2018. The proposed General Fund spending is estimated at about $3.6 million for FY 2021-22 and we expect to be holding $4.4 million in cash reserves after concluding the upcoming year.

The proposed budget does not include any funding earmarks for the new 2021 Federal COVID-19 efforts. The City has been allocated $1.6 million from federal resources for COVID-19 expenses. City staff will be bringing forward an agenda item in the coming months to cover the discussions on the use of this funding. There are several policy and funding issues surrounding the use of the money.

The budget repeats an earmarking money to rehabilitate and replace our "P" Street Lift Station. The lift station is over 50 years old and is significantly under capacity. This item is the most expensive feature of our sewer system outside the treatment plan. The Sewer Fund also budgeted funds for the

design and construction of the sewer plant solar project. The State is providing funding for 2/3's of the project with the City covering the last third. There are also small capital items scattered throughout the budget for building and facility repairs and upgrades.

The City will continue to set aside funding and keep idle cash reserves for public improvements to be done in conjunction with the Highway 99 street widening. Caltrans continues the main construction phase of the Highway 99 project. We expect the entire highway project to be completed in two years.

Your management remains proud of the services offered to the residents of Live Oak by a small and dedicated workforce. Live Oak employees provide exemplary service on a daily basis. The accompanying pages summarize our projected revenue and expenditures for the various City of Live Oak funds that comprise the Budget. On behalf of our entire team, we are honored to serve the residents of the City of Live Oak and appreciate the ongoing support of the City Council.

Recommendation: Adopt Resolution to Adopt the Fiscal Year 2021-2022 Annual Budget.

Attachments:

Resolution
Salary Schedule - Non-Represented
Exhibit 2 Employee Pay Rate Local 1
Proposed Budget FY 21-22

Resolution No.

RESOLUTION OF THE CITY OF LIVE OAK, COUNTY OF SUTTER, STATE OF CALIFORNIA, ADOPTING THE CITY ANNUAL BUDGET AND BUDGET POLICIES OF THE CITY FOR THE 2021-22 FISCAL YEAR

WHEREAS, the City Manager has prepared and submitted to the City Council a proposed budget for the 2021-22 fiscal year, starting July 1, 2021; and

WHEREAS, the City Council as the legislative body of the City has received and modified this proposed budget and budget policies; and

WHEREAS, the City Council has determined that it is necessary for the efficient management of the City that certain sums of revenue of the City be appropriated to the various departments, offices, agencies, and activities of the City; and

WHEREAS, the City Council has adopted a budget policy (2017) that sets forth the various directives and controls for the City's budget and cash reserves.

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

Section1. A certain document on file being marked and designated "City of Live Oak – Annual Budget – Fiscal Year 2021-22 said document as prepared by the City Manager, amended by the City Council, is hereby adopted for the Fiscal Year, commencing July 1, 2021.

Section 2. The following sums of money are hereby appropriated from the City of Live Oak including transfers and capital projects during the 2021-22 fiscal year.

General Fund	$ 3,556,727
All Other Funds	15,289,255
Total Budget	$18,845,982

Section 3. The City also establishes various salary ranges for full-time positions for the City as noted by attached two exhibits for unrepresented positions and positions covered by agreement with the Local 1 Union.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 2nd day of June, 2021, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

APPROVED:

_____
Nancy Santana, Vice Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

City of Live Oak

Salary Control Points AS of 01/23/2018

Classification		Point A	Point B	Point C	Pay for Performance
City Manager	Yr.	*determined by City Council approved contract*			
	Mo.				
	Hr.				
City Clerk	Yr.	55,240.50	63,526.58	73,055.56	84,013.90
	Mo.	4,603.38	5,293.88	6,088	7,001.16
	Hr.	26.558	30.542	35.123	40.391
Finance Director/Asistants City Manager	Yr.	87,195.20	100,274.48	115,315.65	132,613.00
	Mo.	7,266.27	8,256.21	9,609.64	11,051.08
	Hr.	41.921	48.209	55.440	63.756
Executive Assistant to City Manager	Yr.	46,653.50	53,651.53	61,699.26	70,954.15
	Mo.	3,887.79	4,470.96	5,141.61	5,912.85
	Hr.	22.430	25.794	29.663	34.113
Community Development Director	Yr.	66,971.22	77,016.90	88,569.44	101,854.85
	Mo.	5,580.94	6,418.08	7,380.79	8,487.90
	Hr.	32.198	37.027	42.581	48.969
Building Official	Yr.	58,244.27	66,980.92	77,028.06	88,582.27
	Mo.	4,853.69	5,581.74	6,419.01	7,381.86
	Hr.	28.002	32.202	37.033	42.588
Public Works Director	Yr.	66,971.22	77,016.90	88,569.44	101,854.85
	Mo.	5,580.94	6,418.08	7,380.79	8,474.90
	Hr.	32.198	37.027	42.581	48.969
Parks & Recreation Director	Yr.	66,971.22	77,016.90	88,569.44	101,854.85
	Mo.	5,580.94	6,418.08	7,380.79	8,474.90
	Hr.	32.198	37.027	42.581	48.969
Management Analyst	Yr.	55,240.50	63,526.58	73,055.56	84,013.90
	Mo.	4,603.38	5,293.88	6,087.96	7,001.16
	Hr.	26.558	30.542	35.123	40.391

City of Live Oak — Local 1 Labor Agreement Approved 11/7/18

Salary Control Points Change the salary amounts in column F, all others cells calculate based upon control

Classification		Point A	Point B	Point C	Point D	Point E	Point F
Financial Analyst	Yr.	$48,941.61	$51,517.48	$54,228.93	$57,083.08	$60,087.45	$63,249.95
	Mo.	$4,078.47	$4,293.12	$4,519.08	$4,756.92	$5,007.29	$5,270.83
	Hr.	$23.53	$24.77	$26.07	$27.44	$28.89	$30.41
Senior Administrative Assistant, Confidential	Yr.	$40,838.07	$42,987.44	$45,249.94	$47,631.51	$50,138.44	$52,777.30
	Mo.	$3,403.17	$3,582.29	$3,770.83	$3,969.29	$4,178.20	$4,398.11
	Hr.	$19.63	$20.67	$21.76	$22.90	$24.11	$25.37
Senior Administrative Assistant	Yr.	$40,838.07	$42,987.44	$45,249.94	$47,631.51	$50,138.44	$52,777.30
	Mo.	$3,403.17	$3,582.29	$3,770.83	$3,969.29	$4,178.20	$4,398.11
	Hr.	$19.63	$20.67	$21.76	$22.90	$24.11	$25.37
Administrative Assistant Financial Services	Yr.	$37,138.82	$39,093.50	$41,151.05	$43,316.90	$45,596.73	$47,996.56
	Mo.	$3,094.90	$3,257.79	$3,429.25	$3,609.74	$3,799.72	$3,999.71
	Hr.	$17.85	$18.79	$19.78	$20.83	$21.92	$23.08
Administrative Assistant Public Services	Yr.	$31,329.64	$32,978.57	$34,714.28	$36,541.35	$38,464.58	$40,489.03
	Mo.	$2,610.81	$2,748.22	$2,892.86	$3,045.12	$3,205.39	$3,374.09
	Hr.	$15.06	$15.86	$16.69	$17.57	$18.49	$19.47
Building Inspector Code Enforcement Officer II	Yr.	$54,141.78	$56,991.34	$59,990.89	$63,148.30	$66,471.90	$69,970.42
	Mo.	$4,511.82	$4,749.28	$4,999.24	$5,262.36	$5,539.33	$5,830.87
	Hr.	$26.03	$27.40	$28.84	$30.36	$31.96	$33.64
Building Inspector Code Enforcement Officer I	Yr.	$50,599.76	$53,262.91	$56,066.22	$59,017.07	$62,123.24	$65,392.88
	Mo.	$4,216.65	$4,438.58	$4,672.19	$4,918.09	$5,176.94	$5,449.41
	Hr.	$24.33	$25.61	$26.96	$28.37	$29.87	$31.44

Management Analyst	Yr.	$65,008.35	$68,429.85	$72,031.42	$75,822.54	$79,813.21	$84,013.90
	Mo.	$5,417.36	$5,702.49	$6,002.62	$6,318.55	$6,651.10	$7,001.16
	Hr.	$31.25	$32.90	$34.63	$36.45	$38.37	$40.39
Lead Water & Wastewater Treatment Plant Operator	Yr.	$71,491.84	$75,254.57	$79,215.34	$83,384.57	$87,773.23	$92,392.87
	Mo.	$5,953.59	$6,266.94	$6,596.78	$6,943.98	$7,309.45	$7,694.16
	Hr.	$34.37	$36.18	$38.08	$40.09	$42.20	$44.42
Water & Wastewater Treatment Plant Operator III	Yr.	$63,548.31	$66,892.95	$70,413.64	$74,119.62	$78,020.65	$82,127.00
	Mo.	$5,295.69	$5,574.42	$5,867.81	$6,176.64	$6,501.72	$6,843.92
	Hr.	$30.55	$32.16	$33.85	$35.63	$37.51	$39.48
Water & Wastewater Treatment Plant Operator II	Yr.	$47,503.69	$50,003.88	$52,635.67	$55,405.96	$58,322.07	$61,391.65
	Mo.	$3,958.64	$4,166.99	$4,386.30	$4,617.16	$4,860.17	$5,115.97
	Hr.	$22.84	$24.04	$25.31	$26.64	$28.04	$29.52
Water & Wastewater Treatment Plant Operator I	Yr.	$43,184.74	$45,457.62	$47,850.12	$50,368.55	$53,019.53	$55,810.03
	Mo.	$3,598.73	$3,788.14	$3,987.51	$4,197.38	$4,418.30	$4,650.84
	Hr.	$20.76	$21.85	$23.01	$24.22	$25.49	$26.83
Maintenance Worker III	Yr.	$43,246.31	$45,522.43	$47,918.35	$50,440.36	$53,095.12	$55,889.60
	Mo.	$3,603.86	$3,793.54	$3,993.20	$4,203.37	$4,424.60	$4,657.47
	Hr.	$20.79	$21.89	$23.04	$24.25	$25.53	$26.87
Maintenance Worker II	Yr.	$39,705.49	$41,795.25	$43,995.00	$46,310.52	$48,747.92	$51,313.60
	Mo.	$3,308.79	$3,482.93	$3,666.25	$3,859.21	$4,062.32	$4,276.13
	Hr.	$19.09	$20.09	$21.15	$22.26	$23.44	$24.67
Maintenance Worker I	Yr.	$35,842.77	$37,729.23	$39,714.98	$41,805.24	$44,005.52	$46,321.60
	Mo.	$2,986.90	$3,144.10	$3,309.58	$3,483.77	$3,667.12	$3,860.13
	Hr.	$17.23	$18.14	$19.09	$20.10	$21.16	$22.27

Maintenance Worker	Yr.	$29,442.95	$30,992.57	$32,623.76	$34,340.80	$36,148.21	$38,050.75
	Mo.	$2,453.58	$2,582.72	$2,718.65	$2,861.74	$3,012.36	$3,170.90
	Hr.	$14.16	$14.90	$15.68	$16.51	$17.38	$18.29
Park Maint. Worker III	Yr.	$43,246.31	$45,522.43	$47,918.35	$50,440.36	$53,095.12	$55,889.60
	Mo.	$3,603.86	$3,793.54	$3,993.20	$4,203.37	$4,424.60	$4,657.47
	Hr.	$20.79	$21.89	$23.04	$24.25	$25.53	$26.87
Park Maint. Worker II	Yr.	$39,705.49	$41,795.25	$43,995.00	$46,310.52	$48,747.92	$51,313.60
	Mo.	$3,308.79	$3,482.93	$3,666.25	$3,859.21	$4,062.32	$4,276.13
	Hr.	$19.09	$20.09	$21.15	$22.26	$23.44	$24.67
Park Maint. Worker I	Yr.	$35,842.77	$37,729.23	$39,714.98	$41,805.24	$44,005.52	$46,321.60
	Mo.	$2,986.90	$3,144.10	$3,309.58	$3,483.77	$3,667.12	$3,860.13
	Hr.	$17.23	$18.14	$19.09	$20.10	$21.16	$22.27
Recreation Supervisor	Yr.	$40,838.07	$42,987.44	$45,249.94	$47,631.51	$50,138.44	$52,777.30
	Mo.	$3,403.17	$3,582.29	$3,770.83	$3,969.29	$4,178.20	$4,398.11
	Hr.	$19.63	$20.67	$21.76	$22.90	$24.11	$25.37



Fiscal Year 2020-21

Proposed Budget

June 2, 2021

Elected Officials

Mayor	*Luis Hernandez*
Vice-Mayor	*Nancy Santana*
Councilmember	*Bob Woten*
Councilmember	*Lakhvir S. Ghag*
Councilmember	*J.R. Thiara*

Submitted by

City Manager	*Aaron Palmer*
Finance Director (Consultant)	*Joe Aguilar*



Proposed Budget

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All Funds Recap & Authorized Positions

Fund Balance Summary By Fund
Fiscal Year 2020-21

Fund #	Fund Name	Audited Fund Balance 6/30/2019	Audited Fund Balance 6/30/2020	Estimated Revenues FY2020-21	Resources Available FY2020-21	Projected Spending FY2020-21	Estimated Fund Balance 6/30/2021
XX	General Fund	$ 4,670,321	$ 4,462,405	$ 3,527,462	$ 7,989,867	$ 3,519,639	$ 4,470,228
12	*Water Enterprise	121,126	-	814,983	814,983	1,057,656	(242,673)
13	*Sewer Enterprise	3,734,070	4,121,225	2,106,000	6,227,225	2,076,119	4,151,106
	Special Revenue Funds						
14	Streets - Gas Tax	370,669	525,121	347,243	872,364	451,472	420,892
15	TDA Transportation Tax	814,277	1,197,430	3,700	1,201,130	30,888	1,170,242
16	Traffic Safety	1,600	6,813	3,335	10,148	-	10,148
17	COPS	239,632	239,856	261,249	501,105	8,150	492,955
18	Sidewalk Improvement	17,768	18,042	100	18,142	-	18,142
20	Street Lighting	115,961	123,552	39,000	162,552	46,511	116,041
21	CFD 92-1 Mello Roos	94,203	80,137	81,425	161,562	124,256	37,306
22	Fire Assessment	11,334	15,178	127,200	142,378	148,099	(5,721)
23	Fire CFD 2004-1	(2,769)	8,817	113,300	122,117	84,974	37,143
24	Police CFD 2004-1	4,711	26,133	307,400	333,533	268,845	64,688
25	Animal Control CFD 2004-1	198	1,472	17,800	19,272	13,903	5,369
26	Street Lighting CFD 2004-1	(11,650)	(21,223)	18,400	(2,823)	28,760	(31,583)
27	Rec/Pool CFD 2004-1	3,865	24,584	140,500	165,084	98,261	66,823
28	Drainage CFD 2004-1	123,067	138,339	18,875	157,214	4,267	152,947
30	Parks AB1600	43,270	157,483	211,867	369,350	29,000	340,350
31	Community Ctr AB1600	206,854	237,968	52,768	290,736	-	290,736
32	Gov't Serv PW AB1600	11,186	32,051	38,635	70,686	-	70,686
33	Gen Gov't AB1600	330,988	371,356	68,620	439,976	2,950	437,026
34	Police AB1600	152,658	174,839	37,532	212,371	-	212,371
35	Fire AB1600	102,681	150,566	102,750	253,316	-	253,316
36	Roads/Signals AB1600	53,289	161,205	182,860	344,065	24,790	319,275
39	Flood Control AB1600	2,059	2,091	10	2,101	-	2,101
52	Drainage Connection Fees	(26,540)	38,559	233,131	271,690	131,000	140,690
90	CDBG HR Program Income	427,927	143,322	40,732	184,054	1,154	182,900
92	HOME Housing Grants	-	(38,456)	(1,798)	(40,254)	22,642	(62,896)
	Capital Projects Fund						
XX	Grants Capital Projects	1,847	(230,300)	-	(230,300)	-	(230,300)
	Enterprise Funds						
50	Water Connection Fees	305,445	34,268	452,300	486,568	-	486,568
51	Sewer Connection Fees	546,675	270,481	534,980	805,461	-	805,461
		$ 12,466,722	**$ 12,473,314**	**$ 9,882,359**	**$ 22,355,673**	**$ 8,173,336**	**$ 14,182,337**

* Fund Balance amounts shown for Water and Sewer Enterprise Funds represent cash held by that fund.

Fiscal Year 2020-21
Fund Balance Summary By Fund

Fund #	Fund Name	Estimated Fund Balance 6/30/2021	Estimated Revenues FY2021-22	Resources Available FY 2021-22	Proposed Budget FY 2021-22	Estimated Fund Balance 6/30/2022
10	General Fund	$ 4,470,228	$ 3,726,900	$ 8,197,128	$ 3,556,727	$ 4,640,401
12	*Water Enterprise	(242,673)	925,500	682,827	1,272,451	(589,624)
13	*Sewer Enterprise	4,151,106	2,397,200	6,548,306	3,714,781	2,833,525
	Special Revenue Funds					
14	Streets - Gas Tax	420,892	341,000	761,892	349,729	412,163
15	TDA Transportation Tax	1,170,242	393,000	1,563,242	362,100	1,201,142
16	Traffic Safety	10,148	5,025	15,173	-	15,173
17	COPS	492,955	101,000	593,955	275,000	318,955
18	Sidewalk Improvement	18,142	100	18,242	17,500	742
20	Street Lighting	116,041	40,000	156,041	61,700	94,341
21	CFD 92-1 Mello Roos	37,306	83,900	121,206	150,300	(29,094)
22	Fire Assessment	(5,721)	127,200	121,479	167,400	(45,921)
23	Fire CFD 2004-1	37,143	113,300	150,443	88,094	62,349
24	Police CFD 2004-1	64,688	368,000	432,688	398,500	34,188
25	Animal Control CFD 2004-1	5,369	17,800	23,169	15,700	7,469
26	Street Lighting CFD 2004-1	(31,583)	18,400	(13,183)	27,500	(40,683)
27	Rec/Pool CFD 2004-1	66,823	140,500	207,323	119,700	87,623
28	Drainage CFD 2004-1	152,947	18,700	171,647	114,800	56,847
30	Parks AB1600	340,350	217,296	557,646	330,000	227,646
31	Community Ctr AB1600	290,736	53,924	344,660	280,000	64,660
32	Gov't Serv PW AB1600	70,686	39,738	110,424	60,000	50,424
33	Gen Gov't AB1600	437,026	70,300	507,326	425,000	82,326
34	Police AB1600	212,371	38,500	250,871	200,000	50,871
35	Fire AB1600	253,316	105,660	358,976	230,000	128,976
36	Roads/Signals AB1600	319,275	188,100	507,375	295,000	212,375
39	Flood Control AB1600	2,101	-	2,101	2,000	101
52	Drainage Connection Fees	140,690	240,110	380,800	100,000	280,800
90	CDBG HR Program Income	182,900	90,000	272,900	88,000	184,900
92	HOME Housing Grants	(62,896)	93,200	30,304	90,000	(59,696)
XX	COVID-19 Funding	-	113,000	113,000	113,000	-
	Capital Projects Fund					
XX	Grants Capital Projects	(230,300)	4,800,000	4,569,700	4,800,000	(230,300)
	Enterprise Funds					
50	Water Connection Fees	486,568	465,869	952,437	449,000	503,437
51	Sewer Connection Fees	805,461	550,000	1,355,461	692,000	663,461
		$ 14,182,337	**$ 15,883,222**	**$ 30,065,559**	**$ 18,845,982**	**$ 11,219,577**

* Fund Balance amounts shown for Water and Sewer Enterprise Funds represent cash held by that fund.

POSITION ALLOCATION
FISCAL YEAR 2021-22



Authorized Full-time Positions

Administration:	
City Manager	1
City Clerk	1
Management Analyst	1
Finance:	
Management Analyst	2
Financial Analyst	1
Senior Administrative Assistant	1
Admin Assistant - Financial Services	1
Parks & Recreation:	
Parks & Recreation Director	1
Recreation Supervisor	1
Lead Facility Maintenance Worker	1
Facility Maintenance Worker - I / II / III	2
Public Works & Utilities:	
Public Works Director	1
Chief Plant Operator	1
Water Quality Operator Level 3	3
Lead Maintenance Worker	1
Facility Maintenance Worker - I / II / III	3
Planning & Building Inspection:	
Chief Building Official	1
Management Analyst	1
Subtotal	24

Elected/Appointed	
Council:	
Mayor	1
Vice-Mayor	1
City Council Member	3
City Clerk	1
City Treasurer	1

Part Time and/or Temporary Employees	
Administration/Finance:	
Interns	1
Parks & Recreation:	
Maintenance Worker	2
Administrative Assistant	2
Referees	25
Coaches/Instructors	50
Pool Manager	1
Lifeguards	18
Streets/Public Works:	
Administrative Assistant	1
Maintenance Worker	4



General Fund Summary and Revenues

City of Live Oak
General Fund 10
Budget Fiscal Year 2020-21

Dept #	Department	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
1000	City Council	$ 91,945	$ 95,173	$ 118,142	$ 107,421	$ 108,084	$ 124,631
1005	Administration	452,716	339,761	283,406	243,018	303,600	289,918
1010	Finance Services	207,915	221,326	280,633	212,899	261,234	248,770
1060	City Attorney	75,110	56,637	69,500	42,721	64,700	72,500
1065	Economic Development	22,080	13,074	23,500	13,212	13,500	23,725
1045	Fire Services	1,202,888	586,415	626,362	296,148	613,461	657,620
1050	Police Services	760,131	921,044	805,200	766,615	862,341	772,250
1055	Animal Control Services	111,628	105,055	111,050	63,990	66,613	107,512
1015	Community Development	196,523	234,200	242,833	257,796	239,713	289,789
1020	Building Inspection	186,340	184,870	202,607	170,787	224,341	135,831
1025	Engineering	39,840	25,476	20,350	17,287	18,543	18,230
1030	Parks Operations	200,306	306,272	464,363	262,015	395,730	334,458
1035	Recreation Services	247,779	267,639	263,690	181,945	239,166	305,975
1040	Pool Operations	78,404	73,656	64,146	44,345	31,858	72,976
1057	Community Center	-	5,442	-	-	-	-
1032	Facility Maintenance	101,793	104,347	106,372	63,308	76,755	102,542
	Subtotals	3,975,398	3,540,387	3,682,154	2,743,507	3,519,639	3,556,727
	Total General Fund Revenues	3,470,531	3,303,500	3,419,100	2,367,931	3,527,462	3,726,900
	Revenues Over Expenditures	$ (504,867)	$ (236,887)	$ (263,054)	$ (375,576)	$ 7,823	$ 170,173

City of Live Oak
General Fund 10
Revenue Estimates

	Description	Actual Revenues FY 2018-19	Actual Revenues FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-2021 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	GENERAL FUND REVENUES						
4101	Secured Property Taxes	$ 649,914	$ 668,907	$ 674,000	$ 399,652	$ 709,000	$ 760,000
4103	Unsecured Property Taxes	34,055	36,847	36,700	33,761	40,513	42,000
4107	Homeowners Exemption	6,909	6,889	7,200	3,441	7,500	8,000
4111	Property Tax In Lieu Veh Fees	889,435	989,121	1,090,000	539,217	1,078,434	1,111,000
4113	General Sales and Use Tax	394,402	367,820	255,000	179,389	245,000	330,000
4115	Prop 172 Sales Tax	33,104	31,182	21,500	26,322	28,649	30,000
4120	Property Tax Other	46,121	58,935	22,700	-	-	-
4137	Excise Tax	198,170	114,012	142,800	183,158	210,013	245,000
	Total Taxes	2,252,110	2,273,713	2,249,900	1,364,940	2,319,109	2,526,000
4131	Business License	40,217	38,641	40,000	34,821	39,451	41,000
4132	Dosab;e Access	629	563	700	547	608	1,000
4134	Plan Check, Eng & Planning	24,081	(23,953)	1,000	10,601	12,721	16,000
4135	Building Permit Fees	261,860	172,478	195,000	229,206	261,808	270,000
4136	Plan Review Fees Building	50,344	42,631	55,000	50,746	57,200	60,000
4139	SMIP Fees	143	95	300	339	797	1,000
4140	CA Bldg Standards Commission	108	76	200	172	324	-
4141	Plan Retention Fees	2,258	2,995	3,000	1,399	1,427	1,000
4143	Variance Use Permit Fees	15,310	24,740	20,000	2,244	26,756	28,000
4145	Code Enforcement Fees	60,204	11,754	5,000	-	-	5,000
	Total Licenses, Fees, Permits	455,154	270,020	320,200	330,075	401,092	423,000
4147	PG&E Franchise Fee	60,204	64,806	67,000	70,532	84,638	87,000
4149	Cable TV Franchise Fee	59,312	51,874	46,000	27,577	33,092	34,000
4151	Recology Franchise	113,285	115,019	109,000	87,828	105,394	112,000
4152	Recology General Maint.	-	-	14,000	-	-	-
	Total Franchise Fees	232,801	231,699	236,000	185,937	223,124	233,000
4119	Property Transfer Tax	18,946	21,390	23,000	19,074	22,889	24,000
4123	VLF Motor Vehicle In Lieu	4,425	6,996	5,000	3,748	8,098	8,000
4125	State Mandated Cost Reimb	-	-	300	-	-	-
4127	Vehicle Code Fines	2,594	1,347	2,000	1,444	1,733	2,000
4606	City Fines	-	-	12,000	1,000	1,200	1,000
4129	Fish and Game	365	514	400	-	-	400
4607	FEMA Grant COVID-19		-	-	94,662	113,594	-
	Total Intergovernmental	26,330	30,247	42,700	119,928	147,514	35,400

City of Live Oak
General Fund 10
Revenue Estimates

	Description	Actual Revenues FY 2018-19	Adopted Budget FY 2019-20	Proposed Budget FY 2020-21	Actuals Thru 5-31-20 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	GENERAL FUND REVENUES cont.						
4155	Copies	5	94	100	18	23	100
4157	Caltrans Reimbursement	1,467	1,345	2,400	1,101	1,174	1,000
4165	Administrative Fee	28,292	23,319	12,000	403	484	-
4201	Swimming Pool Fees	10,313	4,075	4,000	-	-	10,300
4203	Recreation Special Events	3,134	4,059	2,000	-	-	2,000
4205	Swim Lessons/Fees	4,756	895	1,000	-	-	1,000
4207	Youth Basketball	4,281	5,715	2,700	-	-	2,700
4209	Mens Basketball	6,981	-	1,000	-	-	4,000
4211	Adult Aerobic Classes	1,240	660	700	-	-	1,000
4212	Adult Soccer	7,054	3,925	4,000	-	-	4,000
4213	Recreation Fees Other	480	-	400	-	-	400
4214	Youth Soccer	11,976	11,155	11,000	-	-	14,000
4216	Wrestling Program	2,728	3,627	-	-	-	2,000
4219	Scholarship Program	3,400	1,100	3,400	4,900	5,000	5,000
	Total Charges for Services	86,107	59,969	44,700	6,422	6,681	47,500
4169	Interest Earnings	104,330	92,739	60,000	14,848	20,689	25,000
	Total Use of Money	104,330	92,739	60,000	14,848	20,689	25,000
4161	Rents & Royalties	63,355	49,590	45,000	52,268	56,926	59,000
4167	Miscellaneous Income	20,151	5,105	40,000	48,119	57,854	75,000
4171	Sale of Fixed Assets	(4,558)	-	500	-	-	-
4173	Cash Over/Short	26	44	100	1	1	-
4601	SACOG Grant	-	-	50,000	-	-	-
	Total Other Revenues	78,974	54,739	135,600	100,388	114,781	134,000
4303	Legal Cost Transfer	55,823	50,304	65,000	33,634	40,361	42,000
4305	Finance Cost Transfer	104,200	106,603	112,000	104,588	125,506	129,000
4309	General Govt Cost Transfer	70,401	123,601	135,000	94,034	112,841	116,000
4311	Engineering Cost Transfer	4,301	9,866	18,000	13,137	15,764	16,000
	Total Revenue Transfers	234,725	290,374	330,000	245,393	294,472	303,000
	TOTAL GENERAL FUND REVENUES	**$ 3,470,531**	**$ 3,303,500**	**$ 3,419,100**	**$ 2,367,931**	**$ 3,527,462**	**$ 3,726,900**

General Fund Departments

City of Live Oak
General Fund 10
Departmental Expenditures 1000 - City Council

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5001	Salaries Elected	$ 15,606	$ 17,503	$ 17,461	$ 16,044	$ 17,461	$ 20,162
	80% of 5 members						
5003	Salaries Permanent	875	-	-	292	-	-
5013	Social Security	734	739	1,176	658	1,176	1,250
5015	Medicare	172	173	275	154	275	292
5019	Workers Compensation	604	621	806	646	806	857
5021	CalPERS City employer rate	1,442	1,191	1,060	991	1,060	1,060
5023	CalPERS Employee rate paid by City	537	280	279	233	279	-
5025	Health Insurance	43,356	43,012	47,966	43,301	47,966	50,185
5027	Dental Insurance	2,694	2,177	2,286	1,986	2,286	2,286
5029	Vision Insurance	580	557	568	521	568	573
5031	Life Insurance	665	666	665	615	665	666
	Total Salaries & Benefits	67,265	66,919	72,542	65,441	72,542	77,331
5319	Small Tools and Equipment	2,108	-	1,200	158	1,200	1,200
	$600 IPADS repairs and replacements						
5323	Communications	4,125	8,108	24,000	3,973	23,400	24,000
	$19,000 Accela license council meetings						
	$1,500 cell phones 5 members $25/Mo						
	$2,400 data iPad 5 members $38/mo						
	$1,100 misc licenses/annual fees						
5331	Travel, Lodging & Meals	4,511	4,459	5,400	-	-	7,000
	$1,000 per Councilmember						
	$400 mileage reimbursements						
5335	Professional Development	4,766	8,754	5,000	350	420	5,000
	$1000 per Councilmember						
5341	Professional Services	1,685	2,144	2,500	2,811	3,100	2,500
5343	Liability Insurance	3,025	920	3,100	31,121	3,121	3,200
5349	Fidelity Insurance	19	20	100	21	21	100
	Total Services and Supplies	20,239	24,405	41,300	38,434	31,262	43,000
5903	Legal Cost Transfer	1,040	650	900	578	700	900
5905	Finance Cost Transfer	2,001	1,500	1,700	1,700	2,050	1,700
5909	General Government Transfer	1,400	1,699	1,700	1,268	1,530	1,700
	Total Interfund Transfers	4,441	3,849	4,300	3,546	4,280	4,300
	Total Department Expenditures	$ 91,945	$ 95,173	$ 118,142	$ 107,421	$ 108,084	$ 124,631

City of Live Oak
General Fund 10
Departmental Expenditures 1005 - Administration

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5003	Salaries Permanent	$ 62,921	$ 86,464	$ 125,816	$ 82,655	$ 125,816	$ 91,968
5004	Salary Savings vacant position	-	-	(13,000)	-	(13,000)	-
5005	Part-Time Wages	5,661	-	-	-	-	-
5006	Outsource Personnel	150,290	21,015	-	2,400	2,400	-
5010	Technology Allowance	-	660	720	660	720	-
5011	Car Allowance	313	2,400	2,400	2,338	2,400	2,550
5012	Bilingual Pay	-	518	-	688	700	-
5013	Social Security	4,460	5,620	7,591	4,498	7,591	5,294
5015	Medicare	1,043	1,314	1,852	1,231	1,852	1,371
5017	Unemployment Insurance	958	608	846	391	846	391
5019	Workers Compensation	4,015	4,127	5,427	4,293	5,427	4,017
5021	CalPERS City employer rate	3,357	5,719	8,652	5,628	8,652	6,311
5023	CalPERS Employee rate paid by City	-	-	-	349	350	
5025	Health Insurance	12,065	22,183	19,956	21,172	23,000	11,537
5027	Dental Insurance	47	1,397	1,400	707	1,400	771
5029	Vision Insurance	58	150	188	145	188	158
5031	Life Insurance	201	(99)	258	133	258	150
	Total Salaries & Benefits	245,389	152,076	162,106	127,288	168,600	124,518
5301	Office Supplies	3,531	4,015	4,200	2,571	2,800	4,200
5303	Operating Supplies	1,986	543	700	523	600	700
5309	Safety Items	1,109	-	300	1,275	1,500	1,500
5311	Repair & Maintenance	184	21	300	-	-	-
5317	Maintenance & Service Contract	-	-	-	297	400	400
5319	Small Tools and Equipment	2,196	3,751	4,000	4,000	4,800	4,000
5321	Rents & Leases	12,781	5,891	10,000	3,632	4,000	6,000
5323	Communications	13,148	73,336	6,000	43,331	52,100	52,100
5325	Advertising	4,505	6,019	6,000	1,803	2,200	6,000
5327	Postage	1,372	1,023	2,000	2,676	3,200	2,000
5329	Printing & Copying	338	439	500	473	600	600
5331	Travel, Lodging & Meals	3,317	5,642	6,000	42	100	3,000
5333	Dues & Subscriptions	12,587	12,938	16,000	15,730	16,000	16,000
5335	Professional Development	1,872	5,451	4,000	4,150	5,000	5,000
5337	Licenses & Permits	480	617	700	674	800	4,300
	$3,500 economic campaign filing						
5341	Professional Services	68,671	16,221	35,000	17,722	20,100	35,000
	$15,000 City-wide strategy svcs						
	$15,000 Human resource outsourcing						
5343	Liability Insurance	5,570	3,391	3,500	5,751	6,900	7,000
5345	Property & Equip Insurance	4,509	5,437	5,700	2,559	3,100	3,200
5351	Community Function/Promotion	-	11	-		-	-
5353	Special Departmental Expense	21,066	21,053	7,000	2,576	3,100	5,000
	$5,000 consolidated election costs						
5703	Equipment	22,723	17,764	5,000	2,045	3,000	5,000
	Total Services/Supplies	181,945	183,563	116,900	111,830	130,300	161,000
5901	Interfund Transfer	19,762	-	-	-	-	
5903	Legal Cost Transfer	1,921	1,298	1,400	899	1,100	1,400
5905	Finance Cost Transfer	3,699	2,824	3,000	3,001	3,600	3,000
	Total Interfund Transfers	25,382	4,122	4,400	3,900	4,700	4,400
	Total Department Expenditures	$ 452,716	$ 339,761	$ 283,406	$ 243,018	$ 303,600	$ 289,918

City of Live Oak
General Fund 10
Departmental Expenditures 1010 - Finance

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5003	Salaries Permanent	$ 9,968	$ 12,827	$ 49,589	$ 23,047	$ 49,589	$ 29,552
5005	Salaries Extra Help	12,129	11,197	-	(56)	(66)	-
5011	Car Allowance	160	120	240	110	240	120
5012	Bi-lingual Pay	300	600	600	550	600	-
5013	Social Security	1,392	1,500	3,089	1,425	3,089	1,840
5015	Medicare	325	351	723	333	723	430
5017	Unemployment Insurance	174	174	347	174	347	174
5019	Workers Compensation	694	714	2,118	742	2,118	1,261
5020	CalPERS Unfunded Liability	53,652	60,933	66,900	50,164	53,000	48,650
	$139,000, 35% to Gen Fund						
5021	CalPERS City employer rate	1,796	2,483	5,843	4,648	5,843	3,801
5023	CalPERS Employee rate paid by City	672	672	1,916	569	1,916	706
5025	Health Insurance	9,779	14,295	16,370	3,748	6,500	4,507
5027	Dental Insurance	502	887	943	294	943	381
5029	Vision Insurance	110	135	172	63	172	56
5031	Life Insurance	94	123	133	57	133	67
	Total Salaries & Benefits	91,747	107,011	148,983	85,868	125,147	91,545
5301	Office Supplies	848	887	900	666	802	900
5317	Maintenance & Service Contracts	8,682	7,782	9,800	9,199	9,800	9,800
	$2,100 Core Financials						
	$1,600 Payroll software						
	$1,600 Bus license software						
	$2,800 misc contracts						
5319	Small Tools and Equipment	206	-	300	1,726	2,080	2,000
5323	Communications	437	798	1,000	462	506	1,000
5325	Advertising	287	-	400	-	-	500
5329	Printing & Copying	983	661	1,500	519	625	625
5333	Dues & Subscriptions	435	460	600	-	-	-
5335	Professional Development	170	319	400	660	795	800
5341	Professional Services	90,716	88,527	100,000	96,096	100,000	120,000
	$80,000 accounting services						
	$10,000 audit expenses						
	$6,000 HdL property tax						
	$3,800 HdL sales tax						
5343	Liability Insurance	1,072	723	750	1,107	1,107	1,140
5349	Fidelity Insurance	48	50	100	52	52	60
5353	Special Departmental Expense	8,685	7,976	9,500	11,956	13,920	14,000
	$3,000 CalPERS & OPEB actuarial charges						
	$5,000 bank service charges						
	Total Services and Supplies	112,569	108,183	125,250	122,443	129,687	150,825
5903	Legal Cost Transfer	1,600	1,732	1,800	1,158	1,800	1,800
5909	General Government Transfer	1,999	4,400	4,600	3,430	4,600	4,600
	Total Interfund Transfers	3,599	6,132	6,400	4,588	6,400	6,400
	Total Department Expenditures	$ 207,915	$ 221,326	$ 280,633	$ 212,899	$ 261,234	$ 248,770

City of Live Oak
General Fund 10
Departmental Expenditures 1060 - Attorney

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5341	Professional Services	$ 73,310	$ 54,377	$ 67,000	$ 45,264	$ 67,000	$ 70,000
	$50,000 retainer						
	Total Services and Supplies	73,310	54,377	67,000	45,264	67,000	70,000
5905	Finance Cost Transfer	1,101	1,059	1,200	(3,514)	(3,600)	1,200
5909	General Government Transfer	699	1,201	1,300	971	1,300	1,300
	Total Interfund Transfers	1,800	2,260	2,500	(2,543)	(2,300)	2,500
	Total Department Expenditures	$ 75,110	$ 56,637	$ 69,500	$ 42,721	$ 64,700	$ 72,500

City of Live Oak
General Fund 10
Department Expenditures 1065 - Econ. Development

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5337	Licenses & Permits	$ 783	$ 783	$ 1,000	$ 783	$ 1,000	$ 1,000
5341	Professional Services	15,000	5,000	10,000	5,000	5,000	10,000
	$10K Mural Projects						
5345	Property & Equip Insurance	6,297	7,291	7,500	7,429	7,500	7,725
5353	Special Dept Expense	-	-	5,000	-	-	5,000
	$5K various programs						
	Total Services and Supplies	22,080	13,074	23,500	13,212	13,500	23,725
	Total Department Expenditures	$ 22,080	$ 13,074	$ 23,500	$ 13,212	$ 13,500	$ 23,725

City of Live Oak
General Fund 10
Departmental Expenditures 1045 - Fire

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5313	Repair & Maint Buildings	$ 30,233	$ 3,519	$ 20,000	$ -	$ -	$ 20,000
	$17K rehab sleeping facilities						
5337	Licenses & Permits	779	1,594	1,700	1,066	-	1,500
5339	Utilities	-	5,746	6,500	8,975	-	8,500
5341	Professional Services	656,880	656,880	711,000	359,486	719,000	740,550
	$740,000 annual contract						
5345	Property & Equip Insurance	2,130	2,335	19,200	2,395	2,400	19,200
	Total Services and Supplies	690,022	670,074	758,400	371,922	721,400	789,750
5501	Principal	70,532	73,051	75,658	75,658	75,658	76,000
5503	Interest	19,630	16,091	14,504	14,504	14,504	14,070
	Fire engine lease payments						
	Total Debt & Contingency	90,162	89,142	90,162	90,162	90,162	90,070
5703	Equipment	612,245	4,346	4,000	2,450	-	4,000
	Fire apparatus equipment						
	Total Capital Outlay	612,245	4,346	4,000	2,450	-	4,000
5903	Legal Cost Transfer	3,759	5,123	5,300	3,405	4,006	4,000
5905	Finance Cost Transfer	7,101	11,030	11,400	10,370	12,200	12,700
5909	General Govt Transfer	4,799	12,600	13,000	9,689	11,399	13,000
5913	Public Safety Contra - Transfer	(205,200)	(205,900)	(255,900)	(191,850)	(225,706)	(255,900)
	Total Interfund Transfers	(189,541)	(177,147)	(226,200)	(168,386)	(198,101)	(226,200)
	Total Department Expenditures	$ 1,202,888	$ 586,415	$ 626,362	$ 296,148	$ 613,461	$ 657,620

5913: Includes $7,600 from Fund 21 CFD 92-1
5913: Includes $163,000 from Fund 22 Fire Assessment
5913: Includes $85,300 from Fund 23 CFD 2004-1

City of Live Oak
General Fund 10
Departmental Expenditures 1050 - Police

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5313	Repair & Maint Buildings	$ 6,378	$ 3,913	$ 5,000	$ 1,916	$ 2,128	$ 2,500
	$1,500 facilities, keys, shelves, etc						
5323	Communications	4,644	5,037	5,400	4,273	4,600	5,400
5333	Dues & Subscriptions						
	$4,600 phones						
5337	Licenses & Permits	457	463	600	463	600	600
5339	Utilities	6,584	5,615	6,500	5,286	6,500	6,500
5341	Professional Services	956,799	1,112,091	1,055,000	925,199	1,055,000	1,086,650
	Patrol Serv 80% share						
	Lieutenant 100%						
	$6,000 K9 expenses						
5345	Property & Equip Insurance	2,130	2,335	2,400	2,395	2,395	2,500
5353	Special Dept Expense	-		-	2,671	2,671	2,000
	Total Services and Supplies	976,992	1,129,454	1,074,900	942,203	1,073,894	1,106,150
5903	Legal Cost Transfer	4,638	7,145	7,300	4,694	5,655	6,000
5905	Finance Cost Transfer	8,901	15,443	15,800	15,405	18,560	17,100
5909	General Gov't Transfer	6,000	17,802	18,000	13,413	16,160	18,000
5913	Public Safety Contra Expense	(236,400)	(248,800)	(310,800)	(209,100)	(251,928)	(375,000)
	Total Interfund Transfers	(216,861)	(208,410)	(269,700)	(175,588)	(211,553)	(333,900)
	Total Department Expenditures	$ 760,131	$ 921,044	$ 805,200	$ 766,615	$ 862,341	$ 772,250

5913: Includes $375,000 from Fund 24 CFD 2004-1

City of Live Oak
General Fund 10
Departmental Expenditures 1055 - Animal Services

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5341	Professional Services	$ 111,354	$ 111,768	$ 116,500	$ 56,879	$ 68,000	$ 116,500
5353	Special Dept Expense	-	-	1,000	-		1,000
	Total Services/Supplies	111,354	111,768	117,500	56,879	68,000	117,500
5501	Principal	52,882	52,882	52,900	52,882	52,882	52,882
5503	Interest Expense	5,593	5,841	5,900	2,380	2,380	2,380
	Total Debt & Contingency	58,475	58,723	58,800	55,262	55,262	55,262
5903	Legal Cost Transfer	798	504	550	353	415	550
5905	Finance Cost Transfer	1,501	1,058	1,100	2,425	2,853	1,100
5909	General Gov't Transfer	1,000	1,202	1,300	971	1,142	1,300
5913	Public Safety Contra Expense	(61,500)	(68,200)	(68,200)	(51,900)	(61,059)	(68,200)
	Total Interfund Transfers	(58,201)	(65,436)	(65,250)	(48,151)	(56,649)	(65,250)
	Total Department Expenditures	$ 111,628	$ 105,055	$ 111,050	$ 63,990	$ 66,613	$ 107,512

5913: Includes $53,000 from Fund 21 CFD 92-1 for animal control facility debt
5913: Includes $15,200 from Fund 25 CFD 2004-1 for annual services

City of Live Oak
General Fund 10
Department Expenditures 1015 - Community Development

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5003	Salaries Permanent	$ 62,554	$ 89,696	$ 93,098	$ 116,237	$ 93,098	$ 124,473
5004	Salary Savings vacant position	-	-	(14,000)	-	(14,000)	-
5010	Technology Allowance	-	248	250	248	250	-
5011	Car Allowance	55	905	900	908	1,000	1,185
5012	Bi-lingual Pay	75	357	350	706	800	-
5013	Social Security	4,753	6,180	5,632	6,941	7,200	7,578
5015	Medicare	1,111	1,445	1,363	1,690	1,800	1,822
5017	Unemployment Insurance	434	608	499	759	900	760
5019	Workers Compensation	4,116	4,230	4,615	4,401	4,615	5,340
5021	CalPERS City employer rate	9,226	11,276	10,717	11,899	13,000	12,870
5023	CalPERS Employee rate paid by City	5,479	5,531	5,440	4,704	5,440	5,542
5025	Health Insurance	9,285	14,110	13,157	15,898	16,000	17,300
5027	Dental Insurance	662	654	622	821	875	980
5029	Vision Insurance	128	153	132	178	132	208
5031	Life Insurance	155	192	158	237	250	291
	Total Salaries & Benefits	98,033	135,585	122,933	165,627	131,360	178,349
5303	Operating Supplies	83	5	200	97	200	200
5317	Maint & Service Contracts	1,318	1,558	1,600	2,846	1,600	1,600
5319	Small Tools and Equipment	-	-	1,000	-	1,000	1,000
5323	Communications	375	983	1,100	743	808	1,100
5325	Advertising	3,439	2,257	2,500	1,274	1,535	2,500
5329	Printing & Copying	-	567	600	773	829	700
5333	Dues & Subscriptions	-	-	300	2,328	2,500	2,500
5335	Professional Development	56	-	1,000	-	-	3,000
5341	Professional Services	80,324	76,195	94,000	67,779	81,300	80,000
	$40,000 Retainer (Planning)						
	$40,000 General plan						
5343	Liability Insurance	5,079	3,957	4,000	5,246	5,246	5,400
5349	Fidelity Insurance	76	80	200	84	84	90
5353	Special Dept Expense	-	61	100	34	40	50
	Total Services and Supplies	90,750	85,663	106,600	81,204	95,142	98,140
5903	Legal Cost Transfer	1,840	2,310	2,400	1,542	1,858	2,400
5905	Finance Cost Transfer	3,499	4,943	5,100	5,099	6,143	5,100
5909	General Government Transfer	2,401	5,699	5,800	4,324	5,210	5,800
	Total Interfund Transfers	7,740	12,952	13,300	10,965	13,211	13,300
	Total Department Expenditures	$ 196,523	$ 234,200	$ 242,833	$ 257,796	$ 239,713	$ 289,789

City of Live Oak
General Fund 10
Departmental Expenditures 1020 - Building Inspection

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5003	Salaries Permanent	$ 99,676	$ 101,800	$ 87,626	$ 51,821	$ 87,626	$ 43,175
5005	Salaries Extra Help	-	-	-	10,982	11,000	-
5011	Car Allowance	-	-	-	-	-	105
5012	Bilingual Pay	-	-	-	158	175	-
5013	Social Security	6,492	6,488	5,433	3,960	5,433	2,683
5015	Medicare	1,518	1,517	1,271	926	1,271	628
5017	Unemployment Insurance	543	543	434	304	434	304
5019	Workers Compensation	5,937	6,102	6,204	6,348	6,600	1,839
5021	CalPERS City employer rate	13,082	14,151	11,551	6,126	7,400	5,000
5023	CalPERS Employee rate paid by City	8,584	8,613	7,010	3,011	3,500	2,604
5025	Health Insurance	17,998	19,711	17,628	7,519	12,000	5,519
5027	Dental Insurance	882	858	724	269	724	293
5029	Vision Insurance	190	190	159	62	159	64
5031	Life Insurance	208	208	167	113	167	117
	Total Salaries & Benefits	155,110	160,181	138,207	91,599	136,489	62,331
5303	Operating Supplies	616	645	800	717	818	800
5307	Fuel	959	835	1,200	147	180	1,200
5309	Safety Items	365	-	500	224	243	300
5315	Repair & Maintenance Vehicles	2,879	258	500	732	882	800
5317	Maint & Service Contracts	3,593	2,940	6,000	9,477	10,345	9,000
5319	Small Tools and Equipment	-	-	1,500	51	61	300
5323	Communications	2,279	2,363	2,500	606	670	1,000
5331	Travel, Lodging & Meals	4,722	1,236	3,500	259	312	3,500
5333	Dues & Subscriptions	959	510	1,500	520	627	1,000
5335	Professional Development	1,176	2,026	2,200	2,373	2,859	2,800
5341	Professional Services	1,406	2,144	3,000	27,056	31,287	35,000
5342	Code Enforcement Expense	-	-	2,000	31	37	2,000
5343	Liability Insurance	5,519	5,416	5,500	5,704	6,872	7,000
5347	Vehicle Insurance	-	-	100	-	-	100
5349	Fidelity Insurance	57	60	1,000	63	76	100
5353	Special Departmental Expense	-	(1,065)	-	862	935	1,000
5703	Vehicle	-	-	25,000	24,105	24,105	-
	Total Services and Supplies	24,530	17,368	56,800	72,927	80,309	65,900
5903	Legal Cost Transfer	1,600	1,298	1,400	899	1,083	1,400
5905	Finance Cost Transfer	3,000	2,824	2,900	2,902	3,496	2,900
5909	General Government Transfer	2,100	3,199	3,300	2,460	2,964	3,300
	Total Interfund Transfers	6,700	7,321	7,600	6,261	7,543	7,600
	Total Department Expenditures	$ 186,340	$ 184,870	$ 202,607	$ 170,787	$ 224,341	$ 135,831

City of Live Oak
General Fund 10
Departmental Expenditures 1025 - Engineering

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5311	Repairs & Maintenance	$ -	$ 7,998	$ -	$ -	$ -	$ -
5323	Communications	375	382	400	352	380	380
5340	Professional Srvc-Fee Related	4,826	4,061	5,000	3,327	4,000	2,900
	$4,000 plan check outsourced						
5341	Professional Services	33,156	10,668	12,000	11,208	11,450	12,000
5353	Special Dept Expense	1,203	569	1,000	773	800	1,000
	Total Services and Supplies	39,560	23,678	18,400	15,660	16,630	16,280
5903	Legal Cost Transfer	80	288	300	192	225	300
5905	Finance Cost Transfer	100	710	800	800	941	800
5909	General Government Transfer	100	800	850	635	747	850
	Total Interfund Transfers	280	1,798	1,950	1,627	1,913	1,950
	Total Department Expenditures	$ 39,840	$ 25,476	$ 20,350	$ 17,287	$ 18,543	$ 18,230

City of Live Oak
General Fund 10
Departmental Expenditures 1030 - Parks

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5003	Salaries Permanent	$ 75,309	$ 145,424	$ 179,878	$ 124,780	$ 179,878	$ 147,024
5005	Salaries Extra Help	9,966	12,035	13,650	8,544	13,650	15,000
5007	Overtime	2,101	2,702	3,000	1,588	3,000	-
5009	Certificate Pay	-	-	12,000	-	12,000	-
5011	Car Allowance	2,718	2,450	2,500	1,100	2,500	1,200
5012	Bilingual Pay	1,000	1,000	1,000	2,063	1,000	-
5013	Social Security	5,608	9,677	12,385	8,031	12,385	9,190
5015	Medicare	1,312	2,263	2,806	1,878	2,806	2,149
5017	Unemployment Insurance	1,190	1,700	2,477	1,143	2,477	2,153
5019	Workers Compensation	5,725	5,885	10,047	6,122	10,047	10,342
5021	CalPERS City employer rate	5,391	13,143	13,809	11,899	13,809	11,319
5023	CalPERS Employee rate paid by City	-	-	4,073	-	-	-
5025	Health Insurance	32,751	50,468	58,706	44,628	58,706	49,294
5027	Dental Insurance	1,391	2,404	3,204	2,010	3,204	2,423
5029	Vision Insurance	310	495	637	473	637	488
5031	Life Insurance	296	404	391	324	391	316
	Total Salaries & Benefits	145,068	250,050	320,563	214,583	316,490	250,898
5303	Operating Supplies	10,452	10,135	12,000	3,122	3,648	12,000
	$1,000 painting supplies						
	$1,500 misc supplies						
	$5,000 routine ground bark						
5305	Chemicals (pesticides, etc)	2,446	2,340	3,500	170	205	2,500
	$1,300 Soccer Park						
	$1,200 all other parks						
5307	Fuel	7,631	8,620	9,000	5,875	6,214	9,000
5309	Safety Items	2,509	2,492	2,800	2,276	2,341	2,500
5311	Repair & Maintenance	10,563	24,334	22,000	18,479	14,428	25,000
	$4,000 tree removal						
	$4,000 current tree trimming						
	$3,100 Soccer Park						
	$6,200 all other parks						
5313	Repair & Maint Buildings	4,046	1,969	20,000	3,122	10,000	5,000
5315	Repair & Maint Vehicles	5,223	12,090	12,500	4,467	5,214	5,200
5317	Maint & Service Contracts	-	248	-	1,103	255	300
5319	Small Tools and Equip.	7,751	6,123	4,000	1,811	2,087	5,500
5323	Communications	4,288	2,922	2,900	3,508	3,973	4,000
	$2,400 cell phone exp (4)						
	$1,800 phone allowances (8)						
5325	Advertising	733	-	500	-	-	-
5331	Travel, Lodging & Meals	2,994	4,715	4,000	-	-	4,000
5335	Professional Development	1,415	3,589	4,000	1,581	1,700	2,900
5337	Licenses & Permits	172	327	400	1,503	1,811	1,500
5339	Utilities	30,572	4,582	29,000	374	29,000	29,000
	$5,000 Soccer Park						
	$2,400 little league fields						
	$21,000 City Water						
5341	Professional Services	6,465	5,795	7,000	5,462	5,849	7,000
	$3,000 uniform cleaning						
	$1,000 tests, physicals, livescans						
5343	Liability Insurance	4,911	4,561	4,700	5,075	5,075	5,200
5345	Property & Other Insurance	3,395	4,562	4,700	4,556	4,556	4,700
5349	Fidelity Insurance	48	50	100	52	52	60
5353	Special Dept Expense	8,225	621	3,000	548	600	1,500
	Total Services/Supplies	113,839	100,075	146,100	63,084	97,009	126,860
5703	Park Improvements	-	-	24,000	-	3,000	-
5703	Capital Outlay & Equipment	-	-	17,000	15,696	17,000	-
	Total Capital Outlay	-	-	41,000	15,696	20,000	-

City of Live Oak
General Fund 10
Departmental Expenditures 1030 - Parks

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	PARKS EXPENDITURES, continued						
5903	Legal Cost Transfer	1,199	2,600	2,700	1,734	2,089	965
5905	Finance Cost Transfer	2,201	5,646	5,800	5,800	6,988	7,535
5909	General Govt Transfer	1,499	6,501	6,800	5,068	6,106	6,800
5911	Parks Contra - Transfer	(63,500)	(58,600)	(58,600)	(43,950)	(52,952)	(58,600)
	Total Interfund Transfers	(58,601)	(43,853)	(43,300)	(31,348)	(37,769)	(43,300)
	Total Department Expenditures	$ 200,306	$ 306,272	$ 464,363	$ 262,015	$ 395,730	$ 334,458

5911: Includes $58,600 from Fund 27 CFD 2004 Parks

City of Live Oak
General Fund 10
Departmental Expenditures 1035 - Recreation

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5003	Salaries Permanent	$ 86,137	$ 97,674	$ 110,528	$ 92,596	$ 110,528	$ 113,959
5005	Salaries Extra Help	55,413	41,109	34,000	9,416	34,000	65,000
	Assumes regular programs by Oct 2021						
5007	Overtime	521	601	800	429	800	-
5011	Car Allowance	2,183	1,955	2,400	1,652	2,400	1,500
5012	Bilingual Pay	963	1,888	2,000	1,788	2,000	-
5013	Social Security	9,196	8,439	9,377	6,008	9,377	7,158
5015	Medicare	2,150	1,974	2,298	1,405	2,298	1,674
5017	Unemployment Insurance	4,098	3,040	3,100	1,106	3,100	6,101
5019	Workers Compensation	3,673	3,775	6,300	3,927	6,300	868
5021	CalPERS City employer rate	7,461	8,556	8,089	8,483	8,600	10,127
5023	CalPERS Employee rate paid by City	2,308	2,504	706	2,272	2,400	3,027
5025	Health Insurance	39,716	46,332	47,256	43,672	47,256	47,235
5027	Dental Insurance	2,255	2,416	2,389	2,073	2,389	2,750
5029	Vision Insurance	487	515	464	482	464	543
5031	Life Insurance	314	311	283	287	283	333
	Total Salaries & Benefits	216,875	221,089	229,990	175,596	232,195	260,275
5323	Communications	-	601	600	485	522	600
5335	Professional Development	-	-	500	150	181	1,500
5341	Professional Services	-	734	500	-	-	500
5343	Liability Insurance	3,471	4,164	4,300	3,590	3,590	3,700
5349	Fidelity Insurance	38	40	100	42	42	500
5351	Community Promotion	11,317	8,485	11,000	1,985	2,500	15,000
	$3,000 holiday decorations						
5353	Special Dept Expense	7	787	1,000	690	850	1,000
Youth Programs							
5357	Basketball	2,548	3,202	2,000	47	57	3,600
5365	Swimming	800	200	500	-	-	500
5367	Tennis	-	58	100	-	-	-
5369	Wrestling	2,389	4,723	-	-	-	3,000
5371	Youth Soccer	14,400	13,867	14,000	-	-	14,000
5399	Other Youth Programs	1,607	1,450	2,300	133	160	2,300
Adult Programs							
5362	Basketball	291	3,106	1,500	-	-	3,200
	Shorter season 16 teams						
5364	Adult Aerobics/Zumba	-	-	500	-	-	500
5372	Adult Soccer	8,279	4,964	2,000	-	-	3,000
	Spring seasons only						
	Total Services/Supplies	45,147	46,381	40,900	7,122	7,902	52,900
5705	Capital Equipment	-	7,578	-	-	-	-
	Total Capital Outlay	-	7,578	-	-	-	-
5903	Legal Cost Transfer	1,359	2,238	2,300	1,478	1,781	2,300
5905	Finance Cost Transfer	2,598	4,854	4,900	4,900	5,904	4,900
5909	General Govt Transfer	1,800	5,499	5,600	4,174	5,029	5,600
5911	Recreation Contra - Transfer	(20,000)	(20,000)	(20,000)	(11,325)	(13,645)	(20,000)
	Total Interfund Transfers	(14,243)	(7,409)	(7,200)	(773)	(931)	(7,200)
	Total Department Expenditures	$ 247,779	$ 267,639	$ 263,690	$ 181,945	$ 239,166	$ 305,975

5911: Includes $20,000 from Fund 27 CFD 2004 Parks

City of Live Oak
General Fund 10
Departmental Expenditures 1040 - Pool

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5003	Salaries Permanent	$ 20,471	$ 24,123	$ 5,657	$ 21,789	$ 5,657	$ 21,446
5005	Salaries Life Guards	21,904	22,022	25,000	-	-	25,000
5007	Overtime	122	100	100	71	100	-
5009	Certificate Pay	-		1,500	-	1,500	3,500
5011	Car Allowance	588	600	300	550	700	600
5012	Bilingual Pay	225	450	200	413	450	-
5013	Social Security	2,946	2,831	1,962	1,290	1,962	1,367
5015	Medicare	689	662	445	302	445	320
5017	Unemployment Insurance	1,817	1,543	1,200	173	1,200	1,136
5019	Workers Compensation	4,327	4,447	1,250	4,627	5,100	130
5021	CalPERS City employer rate	1,701	1,976	746	1,884	2,100	1,821
5023	CalPERS Employee rate paid by City	385	417	453	379	453	453
5025	Health Insurance	8,250	10,717	2,547	9,905	11,000	8,226
5027	Dental Insurance	449	483	141	433	600	422
5029	Vision Insurance	96	113	28	103	150	85
5031	Life Insurance	66	68	17	60	100	50
	Total Salaries & Benefits	64,036	70,552	41,546	41,979	31,517	64,556
5303	Operating Supplies	296	277	700	863	1,000	1,000
5305	Chemicals	14,033	10,385	12,500	7,933	8,100	12,500
5309	Safety Items	1,787	339	1,200	1,275	1,500	1,500
5311	Repair & Maintenance	453	976	13,000	-	-	3,000
5319	Small Tools and Equipment	3,245	-	500	805	970	970
5323	Communications	248	341	300	315	500	300
5337	Licenses & Permits	784	784	900	784	800	900
5341	Professional Services	2,445	-	-	-	-	-
5343	Liability Insurance	3,019	3,442	3,500	3,122	3,122	3,300
5345	Property & Equip Insurance	1,132	1,521	1,600	1,519	1,519	1,600
5349	Fidelity Insurance	28	30	100	31	37	50
5353	Special Dept Expense	2,940	-	3,000	-	-	1,000
	Total Services and Supplies	30,410	18,095	37,300	16,647	17,548	26,120
5903	Legal Cost Transfer	958	866	900	578	696	900
5905	Finance Cost Transfer	1,799	1,941	2,100	2,101	2,531	2,100
5909	General Government Transfer	1,201	2,202	2,300	1,715	2,066	2,300
5911	Pool Contra - Transfer	(20,000)	(20,000)	(20,000)	(18,675)	(22,500)	(23,000)
	Total Interfund Transfers	(16,042)	(14,991)	(14,700)	(14,281)	(17,207)	(17,700)
	Total Department Expenditures	$ 78,404	$ 73,656	$ 64,146	$ 44,345	$ 31,858	$ 72,976

5911: Includes $23,000 from Fund 27 CFD 2004 Parks

City of Live Oak
General Fund 10
Departmental Expenditures 1057 - Community Services

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5301	Office Supplies	$ -	$ 3,953	$ -	$ -	$ -	$ -
5353	Special Dept Expense	-	1,489	-	-	-	-
	Total Services/Supplies	-	5,442	-	-	-	-
	Total Department Expenditures	$ -	$ 5,442	$ -	$ -	$ -	$ -

City of Live Oak
General Fund 10
Department Expenditures 1032 - Facility Maintenance

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5003	Salaries Permanent	$ 10,337	$ 7,234	$ 7,400	$ 3,326	$ 7,400	$ 4,430
5005	Salaries Extra Help	408	3,460	3,500	2,764	3,500	-
5007	Overtime	30	-	-	-	-	-
5011	Car Allowance	166	196	200	106	200	30
5012	Bilingual Pay	31	44	50	69	50	-
5013	Social Security	713	671	697	373	697	277
5015	Medicare	167	157	158	87	158	65
5017	Unemployment Insurance	478	490	489	128	489	43
5019	Workers Compensation	60	62	440	65	440	190
5021	CalPERS City employer rate	92	83	84	156	170	423
5023	CalPERS Employee rate paid by City	-	-	-	-	-	156
5025	Health Insurance	962	889	900	1,323	1,500	1,883
5027	Dental Insurance	40	36	40	60	80	110
5029	Vision Insurance	7	6	7	10	14	18
5031	Life Insurance	7	5	7	9	12	17
	Total Salaries & Benefits	13,498	13,333	13,972	8,476	14,710	7,642
5303	Operating Supplies	437	667	800	-	-	500
5309	Safety Items	144	318	500	253	305	2,500
	$1,800 defibrillator						
5313	Repair & Maint Buildings	38,466	48,057	47,000	18,594	21,523	45,000
	$4,800 generator servicing					-	
	$12,000 community building upgrades					-	
5323	Communications	6,982	9,361	9,700	8,271	9,145	9,700
5337	Licenses & Permits	2,084	1,862	2,100	734	750	2,100
5339	Utilities	35,550	27,190	28,500	20,237	22,198	27,000
5345	Property & Equip Insurance	3,535	3,489	3,800	6,670	8,036	8,000
5349	Fidelity Insurance	-	70	-	73	88	100
	Total Services and Supplies	87,198	91,014	92,400	54,832	62,045	94,900
5705	Furniture/Equipment	1,097	-	-	-	-	-
	Total Capital Outlay	1,097	-	-	-	-	-
	Total Department Expenditures	$ 101,793	$ 104,347	$ 106,372	$ 63,308	$ 76,755	$ 102,542



Water & Sewer Operations

City of Live Oak
Fund 12
Department 1200 - Water Enterprise

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4169	Services Charges	$ 873,133	$ 873,379	$ 920,000	$ 765,315	$ 815,205	$ 920,000
4405	Penalty Charges	6,453	4,434	4,000	-	-	4,000
4404	Services Miscellaneous	-	1,913	1,500	(222)	(222)	1,500
4401	Interest Earnings	1,977	463	-	-	-	-
4172	Contributed Capital Grants	577,087	1,417,165	-	-	-	-
	TOTAL FUND REVENUES	$ 1,458,650	$ 2,297,354	$ 925,500	$ 765,093	$ 814,983	$ 925,500
	EXPENDITURES						
5001	Salaries Elected	$ 1,951	$ 2,182	$ 1,896	$ 2,006	$ 2,200	$ 2,520
5003	Salaries Permanent	184,043	292,850	271,668	274,499	310,000	334,664
5005	Salaries Extra Help	22,091	23,232	10,000	8,488	10,000	-
5000	Salary Savings vacant positions	-	-	(15,000)	-	(15,000)	-
5006	Outsourced Personnel	22,512	-	-	-	-	-
5007	Overtime	3,241	4,509	4,500	2,189	4,500	-
5010	Technology Allowance	-	247	300	248	300	-
5011	Car Allowance	1,095	1,689	1,700	1,681	1,700	1,935
5012	Bilingual Pay	-	3,687	3,700	3,644	3,700	-
5013	Social Security	12,633	19,067	16,876	17,205	18,100	20,813
5015	Medicare	2,954	4,459	4,008	4,091	4,100	4,917
5017	Unemployment Insurance	2,610	2,854	1,953	3,027	3,300	3,455
5019	Workers Compensation	11,843	12,173	17,625	12,665	17,625	20,792
5020	CalPERS Unfunded Liability	38,323	26,114	19,100	21,499	24,000	13,900
	$139,000, 10% to Water						
5021	CalPERS City employer rate	16,449	27,851	26,938	26,728	29,000	34,286
5022	Noncash pension expense GASB (	41,292	(39,584)	-	-	-	-
5023	CalPERS Employee rate paid by C	5,885	6,069	6,163	5,250	6,163	7,613
5025	Health Insurance	49,194	68,014	44,524	66,894	71,000	78,421
5027	Dental Insurance	3,706	3,901	3,347	3,896	4,500	4,503
5029	Vision Insurance	734	886	673	881	950	890
5031	Life Insurance	682	818	658	840	900	899
5024	OPEB ARC Expense	187	197	-	-	-	-
	Total Salaries & Benefits	421,425	461,215	420,629	455,731	497,038	529,608
5301	Office Supplies	2,579	2,012	2,200	1,312	2,200	2,000
5303	Operating Supplies	3,611	3,374	3,500	1,941	2,300	3,500
5305	Chemicals	25,245	39,446	38,000	37,500	38,000	38,000
5307	Fuel	3,429	2,925	3,500	906	1,080	3,000
5309	Safety Items	1,118	753	800	770	800	800
5311	Repair & Maintenance	29,952	32,246	42,000	25,138	28,000	42,000
	$10K tree trimming						
5312	Repair Distribution System	-	182	12,000	9,667	11,200	12,000
	$7K booster pump interface						
5313	Repair & Maint Buildings	54	-	500	-	-	500
5315	Repair & Maint Vehicles	3,841	4,248	4,000	3,724	4,000	3,400
5317	Maint & Service Contracts	16,058	8,688	15,000	13,336	14,815	18,000
	$2,500 Tesco Electrical maint						
	$5,000 uniform services						
5319	Small Tools and Equip	3,238	1,912	2,500	3,095	3,685	3,700
5321	Rents & Leases	8,450	5,337	6,200	5,252	5,980	6,000
5323	Communications	1,828	4,198	4,200	3,232	3,463	4,000

City of Live Oak
Fund 12
Department 1200 - Water Enterprise

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	WATER EXPENDITURES cont.						
5325	Advertising	-	-	500	-	-	-
5327	Postage	6,103	4,761	5,800	6,958	7,675	7,700
5329	Printing & Copying	3,759	3,768	3,900	3,922	4,700	4,700
5331	Travel, Lodging & Meals	200	969	1,000	-	-	-
5333	Dues & Subscriptions	4,049	-	4,000	704	840	1,000
5335	Professional Dev	759	6,023	4,000	448	530	4,000
5337	Licenses & Permits	13,125	15,765	16,000	17,751	20,900	18,000
5339	Utilities	161,652	190,532	195,000	173,015	195,000	195,000
5341	Professional Services	182,474	103,124	120,000	93,824	107,000	165,000
	$13,000 audit services						
	$45,000 water rate study						
	$39,500 accounting services						
	$10,000 City Engineer						
	$11,000 Yuba City Lab						
	$7,000 Alliant Networking Service						
5343	Liability Insurance	15,397	12,810	13,000	15,907	15,907	16,400
5345	Property & Other Insur	11,709	15,471	15,500	15,525	15,525	16,000
5349	Fidelity Insurance	199	210	500	220	220	225
5353	Special Dept Expense	175	175	500	175	200	500
	Total Services/Supplies	499,004	458,929	514,100	434,322	484,020	565,425
5501	Principal	40,000	-	40,000	-	-	40,000
5503	Interest	44,200	21,253	41,800	21,183	25,218	25,218
	Total Debt Service	84,200	21,253	81,800	21,183	25,218	65,218
5705	Capital Projects	-	775	75,000	11,081	13,192	75,000
	MXU meters replace 325 units						
5705	Grant Funded Projects	577,087	-	-	-	-	-
	Total Capital Outlay	577,087	775	75,000	11,081	13,192	75,000
5903	Legal Cost Transfer	7,760	5,919	6,000	3,855	4,589	5,000
5905	Finance Cost Transfer	14,897	12,971	13,000	13,001	15,477	18,000
5909	General Govt Transfer	10,101	14,899	15,000	11,181	13,311	11,000
5911	Engineering Transfer	1,200	3,170	3,200	4,041	4,811	3,200
	Total Interfund Transfers	33,958	36,959	37,200	32,078	38,188	37,200
	TOTAL FUND EXPENDITURES	$ 1,615,674	$ 979,131	$ 1,128,729	$ 954,395	$ 1,057,656	$ 1,272,451

City of Live Oak
Fund 13
Department 1300 - Sewer Enterprise Operations

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4401	Services Charges	$ 2,272,082	$ 2,318,010	$ 2,355,000	$ 1,977,118	$ 2,091,000	$ 2,355,000
4405	Penalty Charges	17,706	10,289	10,200	-	-	10,200
4169	Interest Earnings	68,096	52,994	32,000	12,029	15,000	32,000
	TOTAL FUND REVENUES	$ 2,357,884	$ 2,381,293	$ 2,397,200	$ 1,989,147	$ 2,106,000	$ 2,397,200
	EXPENDITURES						
5001	Salaries Elected	$ 1,951	$ 2,164	$ 1,896	$ 2,006	$ 1,896	$ 2,520
5003	Salaries Permanent	265,955	398,668	573,268	367,776	573,268	519,239
5000	Salary Savings vacant positions	-	-	-	-	-	(63,548)
5005	Salaries Extra Help	26,133	26,966	29,000	8,470	29,000	-
5006	Outsourced Personnel	33,768	-	-	78,420	80,000	-
5007	Overtime	2,803	4,039	4,000	2,042	4,000	-
5009	Certificate Pay	-		17,000	-	17,000	-
5010	Technology Allowance	-	495	500	495	500	-
5011	Car Allowance	4,279	5,960	6,000	5,690	6,000	6,375
5012	Bilingual Pay	-	3,818	-	3,850	3,850	-
5013	Social Security	18,118	25,577	35,575	22,874	35,575	28,380
5015	Medicare	4,238	5,982	8,411	5,483	8,411	6,737
5017	Unemployment Insurance	2,918	3,244	3,537	3,253	3,537	3,954
5019	Workers Compensation	40,098	58,995	37,911	61,375	72,000	28,575
5020	CalPERS Unfunded Liability	18,395	69,639	76,400	57,330	76,400	62,550
	$139,000, 45% to Sewer						
5021	CalPERS City employer rate	26,946	40,428	64,293	38,456	64,293	48,603
5022	Noncash pension expense GASB 68	29,022	38,406	-	-	-	-
5023	CalPERS Employee rate paid by City	12,832	13,057	11,580	11,183	11,580	15,457
5024	OPEB Expense - GASB 75	187	197	-	-	-	-
5025	Health Insurance	60,043	80,994	111,738	80,909	111,738	97,958
5027	Dental Insurance	4,199	4,773	6,146	4,380	6,146	5,535
5029	Vision Insurance	818	1,001	1,214	965	1,214	1,079
5031	Life Insurance	815	985	1,199	965	1,199	1,091
	Total Salaries & Benefits	553,518	785,388	989,668	755,922	1,107,607	764,505
5301	Office Supplies	2,898	2,224	2,800	1,655	1,680	2,800
5303	Operating Supplies	12,156	5,252	6,000	3,843	4,015	6,000
	$3,000 grease/oil						
5305	Chemicals	1,982	10,469	11,000	11,967	11,980	15,000
	$15,000 polymers						
5307	Fuel	9,597	13,503	14,000	8,449	8,974	16,000
5308	Inventory	2,584	13,769	15,000	10,124	11,911	15,000
	$15,000 UV lights						
	$2,000 lift station backup radio						
5309	Safety Items	1,559	2,635	3,000	1,424	1,600	1,500
5311	Repair/Maint WWTP	86,753	90,737	130,000	103,000	130,000	130,000
	$15,000 clarifier repair						
	$25,000 backup pump						
	$50,000 oxidation ditch						
	$35,000 lagoon clean out						
	$5,000 misc plant repairs						
5312	Repairs/Maint Collection System	66,266	43,775	75,000	13,393	15,502	75,000
	$7,000 pressure sensors lift stations						
	$50,000 various line repairs						
	$9,000 misc lift station repairs						

City of Live Oak
Fund 13
Department 1300 - Sewer Enterprise Operations

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	SEWER EXPENDITURES cont.						
5313	Repair & Maint Buildings	393	66	9,000	73	86	9,000
	$7,000 alarm chemical bldg						
5315	Repair & Maint Vehicles	4,826	2,240	4,000	6,633	5,475	13,000
	$5,000 routine maint 5 vehicles						
	$3,000 trans work unit 117						
	$5,000 routine maint vac truck						
5317	Maint & Service Contracts	34,044	26,291	35,000	14,136	15,582	63,000
	$18,000 UV Coombs Hopkins						
	$15,000 SCADA Stantec						
	$7,000 electrical maint Tesco						
	$15,000 generator servicing						
	$8,000 Hach						
5319	Small Tools and Equip	8,630	10,258	10,500	5,462	5,712	4,800
5321	Rents & Leases	10,084	11,671	12,500	9,179	10,038	12,500
	$1,000 copier lease						
5323	Communications	6,519	10,385	10,500	20,362	22,635	22,600
5325	Advertising	1,450	-	500	490	576	600
5327	Postage	6,122	4,673	5,800	6,951	7,578	7,500
5329	Printing & Copying	4,142	3,768	4,000	3,922	4,614	4,000
5331	Travel, Lodging & Meals	-	-	500	-	-	-
5333	Dues & Subscriptions	1,395	10	1,500	3,234	3,805	3,800
5335	Professional Dev	541	125	8,000	510	600	500
5337	Licenses & Permits	19,728	20,126	21,000	29,362	33,706	30,000
	$7,000 WWTP permit SWRCB						
	$3,000 FRAQMD generators						
	$2,000 SWRCP LS permit						
	$1,000 Sutter Co permit						
5339	Utilities	45,598	31,721	33,000	27,604	29,524	33,000
5338	Utilities - Sewage Plant	137,169	159,788	164,000	136,960	147,451	165,000
5341	Professional Services	487,382	232,977	190,000	192,803	220,081	235,000
	$22,000 audit 50% share						
	$75,000 accounting services 35%						
	$75,000 Yuba City Lab						
	$25,000 Bill Lewis						
5343	Liability Insurance	33,407	27,114	28,000	34,511	34,511	35,500
5345	Property & Other Insurance	38,177	50,294	52,000	50,510	50,510	52,000
5349	Fidelity Insurance	342	359	800	377	377	400
5353	Special Departmental Expense	280	280	500	280	500	500
5360	Sludge Removal	13,848	18,734	15,000	9,138	7,104	15,000
	Total Services/Supplies	1,037,872	793,244	862,900	706,352	786,127	969,000
5501	Principal	-	-	280,000	-	-	280,000
5503	Interest	84,129	103,044	78,250	14,371	14,371	14,370
	Total Debt Service	84,129	103,044	358,250	14,371	14,371	294,370
5701	Buildings & Structures	-	-	110,000	-	-	20,000
	$20,000 misc bldg repairs						
5705	Capital Projects	-	-	1,700,000	76,125	100,000	1,600,000
	$740,000 "P" Street lift station						
	$210,000 engineering/contingencies						
	$750,000 solar project						
	Total Capital Outlay	-	-	1,810,000	76,125	100,000	1,620,000
5903	Legal Cost Transfer	17,756	10,540	10,800	6,931	8,154	6,000
5905	Finance Cost Transfer	33,799	22,946	23,200	23,198	27,292	28,200
5909	General Govt Transfer	23,200	26,502	26,800	19,973	23,500	21,006
5911	Engineering Cost Transfer	2,900	5,698	6,100	7,708	9,068	11,700
	Total Interfund Transfers	77,655	65,686	66,900	57,810	68,014	66,906
	TOTAL FUND EXPENDITURES	$ 1,753,174	$ 1,747,362	$ 4,087,718	$ 1,610,580	$ 2,076,119	$ 3,714,781

City of Live Oak
Fund 14
Department 1400 Streets/Roads Revenue Sources

Acct #	Description	Actual Revenues FY 2018-19	Actual Revenues FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-2021 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4157	Cal Trans Reimbursement	$ 7,341	$ 6,673	$ 7,500	$ 6,673	$ 6,700	$ 6,000
4158	Recology Road Maint	10,313	12,231	-	15,362	15,362	-
4159	Traffic Congestion Relief	-	9,938	-	-	-	-
4169	Interest Earnings	(23)	7,179	4,000	1,594	1,750	2,000
4301	Interfund Transfer	-	33,412	-	-	-	-
4500	2103 Gas Tax	26,937	53,332	74,691	72,021	78,865	81,200
4501	2105 Gas Tax	45,691	40,923	46,857	39,412	42,034	43,300
4503	2106 Gas Tax	28,693	28,539	32,692	31,669	34,380	35,400
4505	2107 Gas Tax	59,784	51,100	56,369	48,218	50,692	52,200
4507	2107.5 Gas Tax	2,000	2,000	2,000	2,000	2,353	2,400
4508	State Gas Tax Rehab	-	43,115	151,930	-	-	-
4509	State Gas Tax Prior Yrs	-	111,278	-	110,168	115,107	118,500
4601	Grant Proceeds	17,083	-	-	-	-	-
	TOTAL FUND REVENUES	$ 197,819	$ 399,720	$ 376,039	$ 327,117	$ 347,243	$ 341,000



Streets & Roads Departments

City of Live Oak
Fund 14
Department 1400 Streets/Roads

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	EXPENDITURES						
5003	Salaries Permanent	$ 36,349	$ 98,161	$ 126,507	$ 81,813	$ 126,507	$ 94,619
5005	Salaries Extra Help	9,965	12,035	13,650	8,544	13,650	13,650
5007	Overtime	1,542	2,625	3,000	1,601	3,000	-
5011	Car Allowance	25	-	-	-	-	-
5012	Bilingual Pay	150	300	300	275	300	-
5013	Social Security	2,904	6,773	8,275	5,557	8,275	5,866
5015	Medicare	679	1,584	1,966	1,300	1,966	1,372
5017	Unemployment Insurance	835	1,270	2,325	860	2,325	1,762
5019	Workers Compensation	2,234	2,296	9,123	2,389	9,123	7,333
5019	CalPERS Unfunded Liability	-	17,410	19,100	14,333	19,100	13,900
	$139,000, 10% to Streets						
5021	CalPERS City employer rate	2,498	9,978	10,439	9,016	10,439	8,715
5023	CalPERS Employee rate paid by City	384	417	2,307	378	2,307	453
5025	Health Insurance	6,429	18,251	15,176	17,228	19,000	14,124
5027	Dental Insurance	531	1,201	1,171	859	1,171	802
5029	Vision Insurance	101	209	243	184	243	167
5031	Life Insurance	116	239	266	194	266	166
	Total Salaries & Benefits	64,742	172,749	213,848	144,531	217,672	162,929
5301	Office Supplies	2,446	1,913	2,500	1,266	1,300	2,500
5303	Operating Supplies	3,199	1,388	2,000	1,355	1,400	2,000
5305	Chemicals	-	256	500	341	400	500
5307	Fuel	801	230	500	271	275	500
5308	Signs	1,040	1,588	1,500	2,588	3,045	3,050
5309	Safety Items	2,125	1,815	2,000	2,393	2,450	2,450
5311	Repair & Maintenance	27,449	(7,952)	12,000	7,252	7,900	12,000
	$10,000 tree trimming						
5315	Repair & Maint Vehicles	4,050	2,610	3,000	2,254	2,500	3,000
5319	Small Tools and Equip	1,581	2,656	2,000	1,552	1,635	2,000
5321	Rents & Leases	179	647	800	1,405	1,475	1,500
5323	Communications	1,998	1,461	1,500	1,436	1,560	1,600
5329	Printing & Copying	696	243	500	154	160	150
5331	Travel, Lodging & Meals	-	1,062	500	-	-	-
5333	Dues & Subscriptions	815	961	1,000	1,309	1,540	1,540
5335	Professional Dev.	-	-	500	453	500	500
5337	Licenses & Permits	1,171	-	1,200	1,107	1,302	1,310
5339	Utilities	1,353	1,830	2,000	2,050	2,214	2,200
5341	Professional Services	11,097	41,759	25,000	24,961	50,450	50,450
	$19,700 accounting services 10%						
5341	Street Sweeping Services	22,809	-	23,000	20,736	23,000	23,000
5343	Liability Insurance	3,242	3,341	3,500	3,352	3,352	4,000
5345	Property & Other Insur	1,553	1,785	1,900	1,856	1,856	2,100
5349	Fidelity Insurance	-	30	-	31	31	50
5353	Special Department Expense	-	-	-		-	500
	Total Services and Supplies	87,604	57,623	87,400	78,122	108,345	116,900
5703	Vehicles & Heavy Equip	-	-	62,000	27,252	62,000	-
5705	Capital Projects	-	-	50,000	-	50,000	50,000
	$50,000 signs and striping						
	Total Equipment & Projects	-	-	112,000	27,252	112,000	50,000

City of Live Oak
Fund 14
Department 1400 Streets/Roads

Acct #	Description	Actual Expenditures FY 2018-19		Proposed Budget FY 2020-21	Actuals Thru 5-31-20 FY 2019-20	Projected FY 2019-20	Proposed Budget FY 2020-21
STREETS / ROADS EXPENDITURES cont.							
5901	Interfund Transfer	26,012	2,200	-			-
5903	Legal Cost Transfer	1,120	1,804	1,900	1,220	1,435	1,900
5905	Finance Cost Transfer	2,100	3,797	3,900	3,899	4,587	9,000
5909	General Govt Transfer	1,400	4,399	4,500	3,355	3,947	4,500
5911	Engineering Transfer	201	941	1,000	1,263	1,486	1,000
	Total Interfund Transfers	30,833	13,141	11,300	9,737	11,455	16,400
	TOTAL FUND EXPENDITURES	$ 183,179	$ 243,513	$ 424,548	$ 259,642	$ 449,472	$ 346,229



Other Operating Funds

City of Live Oak
Fund 14
Department 1415 - Storm Drains

Acct #	Description	Actual Expenditures FY 2018-19	Actual Expenditures FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
5311	Repair & Maintenance	$ -	$ -	$ 1,500	$ -	$ -	$ 1,500
	$1,500 generator servicing						
5337	Licenses & Permits	320	352	400	419	425	425
5339	Utilities	1,699	1,401	1,500	1,237	1,500	1,500
5341	Professional Services	388	-	-	58	75	75
	Total Services and Supplies	2,407	1,753	3,400	1,714	2,000	3,500
	TOTAL FUND EXPENDITURES	$ 2,407	$ 1,753	$ 3,400	$ 1,714	$ 2,000	$ 3,500

City of Live Oak
Fund 15
Department 1500 - TDA Transportation Tax

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4511	Transportation Tax Non Transit	$ 403,657	$ 420,827	$ 390,000	$ -	$ -	$ 390,000
4169	Interest Earnings	13,367	11,416	5,000	3,478	3,700	3,000
	TOTAL FUND REVENUES	$ 417,024	$ 432,243	$ 395,000	$ 3,478	$ 3,700	$ 393,000
	EXPENDITURES						
5311	Repair & Maintenance	$ -	$ -	$ -	$ 34	$ 35	$ -
5333	Dues & Subscriptions	815	1,062	1,000	1,309	1,310	1,300
5341	Professional Services	2,960	8,511	15,000	612	700	10,000
	Total Services and Supplies	3,775	9,573	16,000	1,955	2,045	11,300
5705	Capital Projects	-	-	370,000	25,960	28,000	350,000
	$350,000 Highway 99 utility re-location project						
	Total Capital Outlay	-	-	370,000	25,960	28,000	350,000
5901	Interfund Transfer	382,749	38,823	-	-	-	-
5903	Legal Cost Transfer	158	72	100	66	80	100
5905	Finance Cost Transfer	200	265	300	300	353	300
5909	General Govt Transfer	198	298	300	223	262	300
5911	Engineering Cost Transfer	-	57	100	125	148	100
	Total Interfund Transfers	383,305	39,515	800	714	843	800
	TOTAL FUND EXPENDITURES	$ 387,080	$ 49,088	$ 386,800	$ 28,629	$ 30,888	$ 362,100

City of Live Oak
Fund 16
Department 1600 - Vehicle Code Fines

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4511	Transportation Tax Non Transit	$ 4,230	$ 5,140	$ -	$ 3,134	$ 3,300	$ 5,000
4169	Interest Earnings	6	73	-	24	35	25
	TOTAL FUND REVENUES	$ 4,236	$ 5,213	$ -	$ 3,158	$ 3,335	$ 5,025
	EXPENDITURES						
5913	Public Safety Expenditure	$ 1,400	$ -	$ -	$ -	$ -	$ -
	Total Services and Supplies	1,400	-	-	-	-	-
	TOTAL FUND EXPENDITURES	$ 1,400	$ -	$ -	$ -	$ -	$ -

City of Live Oak
Fund 17
Department 1700 - COPS

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4607	COPS Grant	$ 111,221	$ 154,373	$ 100,000	$ 259,899	$ 259,899	$ 100,000
4169	Interest Earnings	6,123	5,931	3,000	1,146	1,350	1,000
	TOTAL FUND REVENUES	$ 117,344	$ 160,304	$ 103,000	$ 261,045	$ 261,249	$ 101,000
	EXPENDITURES						
5319	Small Tools and Equipment	$ 42,054	$ 92,684	$ 75,000	$ 5,499	$ 8,000	$ 70,000
	Replace in-car cameras						
5337	Licenses & Permits	-	-	5,000	-	-	5,000
	LGCrimes software Patrol MDT's						
	LGDispatch software GPS tracking						
5353	Special Departmental Expense	30	83,915	20,000	102	150	200,000
	Facility cameras						
	Total Services and Supplies	42,084	176,599	100,000	5,601	8,150	275,000
5703	Vehicles & Equipment	69,137	(16,519)	45,000	-	-	-
	Total Capital Outlay	69,137	(16,519)	45,000	-	-	-
	TOTAL FUND EXPENDITURES	$ 111,221	$ 160,080	$ 145,000	$ 5,601	$ 8,150	$ 275,000

City of Live Oak
Fund 18
Department 1800 - Sidewalk Improvement

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4169	Interest Earnings	$ 273	$ 273	$ 200	$ 53	$ 100	$ 100
	TOTAL FUND REVENUES	$ 273	$ 273	$ 200	$ 53	$ 100	$ 100
	EXPENDITURES						
5705	Capital Projects	$ -	$ -	$ 17,500	$ -	$ -	$ 17,500
	Total Capital Outlay	-	-	17,500	-	-	17,500
	TOTAL FUND EXPENDITURES	$ -	$ -	$ 17,500	$ -	$ -	$ 17,500

City of Live Oak
Fund 20
Department 2000 - Street Lighting

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4703	Assessments	$ 54,832	$ 54,959	$ 54,464	$ 31,336	$ 37,000	$ 38,000
4157	Caltrans Reimbursement	1,775	1,627	1,500	1,331	1,500	1,500
4169	Interest Earnings	1,850	1,686	1,000	328	500	500
	Total Revenues	$ 58,457	$ 58,272	$ 56,964	$ 32,995	$ 39,000	$ 40,000
	EXPENDITURES						
5339	Utilities	$ 51,978	$ 44,259	$ 55,000	$ 32,279	$ 40,000	$ 55,000
	Total Services and Supplies	51,978	44,259	55,000	32,279	40,000	55,000
5903	Legal Cost Transfer	400	1,155	1,200	773	909	1,200
5905	Finance Cost Transfer	800	2,469	2,600	2,601	3,060	2,600
5909	General Govt Transfer	500	2,799	2,900	2,161	2,542	2,900
	Total Interfund Transfers	1,700	6,423	6,700	5,535	6,511	6,700
	Total Expenditures	$ 53,678	$ 50,682	$ 61,700	$ 37,814	$ 46,511	$ 61,700

City of Live Oak
Fund 21
Department 2100 - CFD 92-1 Mello Roos

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4701	Mello Roos CFD 92-1	$ 132,930	129,020	$ 129,700	$ 69,855	$ 81,000	$ 83,400
4169	Interest Earnings	2,997	2,471	1,200	335	425	500
	TOTAL FUND REVENUES	$ 135,927	$ 131,491	$ 130,900	$ 70,190	$ 81,425	$ 83,900
	EXPENDITURES						
5341	Professional Services	$ 6,261	$ 6,490	$ 7,000	$ 6,509	$ 7,000	$ 7,000
5353	Special Dept Expense	90,128	83,564	67,000	-	67,000	80,000
	Pass thru to Live Oak Unified						
	Total Services and Supplies	96,389	90,054	74,000	6,509	74,000	87,000
5903	Legal Cost Transfer	1,199	433	500	322	379	500
5905	Finance Cost Transfer	2,299	971	1,000	1,001	1,178	1,000
5909	General Govt Transfer	1,499	1,099	1,200	894	1,052	1,200
5913	Public Safety Transfer	53,000	53,000	54,000	40,500	47,647	60,600
	Total Interfund Transfers	57,997	55,503	56,700	42,717	50,256	63,300
	TOTAL FUND EXPENDITURES	$ 154,386	$ 145,557	$ 130,700	$ 49,226	$ 124,256	$ 150,300

*This CFD sunsets in Fiscal Year 2022-23

City of Live Oak
Fund 22
Department 2200 - Fire Assessment

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4703	Assessment	$ 121,582	$ 120,579	$ 127,276	$ 70,656	$ 127,000	$ 127,000
4169	Interest Earnings	28	732	200	-	200	200
	TOTAL FUND REVENUES	$ 121,610	$ 121,311	$ 127,476	$ 70,656	$ 127,200	$ 127,200
	EXPENDITURES						
5903	Legal Cost Transfer	1,120	794	800	514	605	800
5905	Finance Cost Transfer	2,100	1,676	1,700	1,699	2,000	1,700
5909	General Govt Transfer	1,399	1,897	1,900	1,417	1,670	1,900
5913	Public Safety Transfer	112,100	113,100	163,000	122,250	143,824	163,000
	Total Interfund Transfers	116,719	117,467	167,400	125,880	148,099	167,400
	TOTAL FUND EXPENDITURES	$ 116,719	$ 117,467	$ 167,400	$ 125,880	$ 148,099	$ 167,400

City of Live Oak
Fund 23
Department 2300 - Fire CFD 2004-1 Mello Roos

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4709	Fire Assessment	$ 97,906	$ 106,881	$ 113,300	$ 61,170	$ 113,300	$ 113,300
4170	Interest Earnings	-	459	-	-	-	-
	TOTAL FUND REVENUES	$ 97,906	$ 107,340	$ 113,300	$ 61,170	$ 113,300	$ 113,300
	EXPENDITURES						
5903	Legal Cost Transfer	959	505	600	385	453	385
5905	Finance Cost Transfer	1,799	1,148	1,200	1,199	1,411	1,365
5909	General Govt Transfer	1,200	1,301	1,400	1,044	1,228	1,044
5913	Public Safety Transfer	93,100	92,800	92,800	69,600	81,882	85,300
	Total Interfund Transfers	97,058	95,754	96,000	72,228	84,974	88,094
	TOTAL FUND EXPENDITURES	$ 97,058	$ 95,754	$ 96,000	$ 72,228	$ 84,974	$ 88,094

City of Live Oak
Fund 24
Dept 2400 - Police CFD 2004-1 Mello Roos

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4711	Police Assessment	$ 265,516	$ 289,855	$ 307,400	$ 165,890	$ 307,400	$ 368,000
4169	Interest Earnings	-	1,252	200	-	-	-
	TOTAL FUND REVENUES	$ 265,516	$ 291,107	$ 307,600	$ 165,890	$ 307,400	$ 368,000
	EXPENDITURES						
5341	Professional Services	$ 10,175	$ 10,439	$ 15,000	$ 10,769	$ 12,669	$ 13,000
	Total Services and Supplies	10,175	10,439	15,000	10,769	12,669	13,000
5903	Legal Cost Transfer	2,560	1,877	1,900	1,220	1,435	1,900
5905	Finance Cost Transfer	4,901	3,969	4,000	4,000	4,706	4,000
5909	General Govt Transfer	3,299	4,600	4,600	3,430	4,035	4,600
5913	Public Safety Transfer	235,000	248,800	278,800	209,100	246,000	375,000
	Total Interfund Transfers	245,760	259,246	289,300	217,750	256,176	385,500
	TOTAL FUND EXPENDITURES	$ 255,935	$ 269,685	$ 304,300	$ 228,519	$ 268,845	$ 398,500

City of Live Oak
Fund 25
Dept 2500-Animal Services CFD 2004-1 Mello Roos

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4713	Animal Control Assessment	$ 15,431	$ 16,845	$ 17,800	$ 9,641	$ 17,800	$ 17,800
4169	Interest Earnings	-	78	20	-	-	-
	TOTAL FUND REVENUES	$ 15,431	$ 16,923	$ 17,820	$ 9,641	$ 17,800	$ 17,800
	EXPENDITURES						
5903	Legal Cost Transfer	$ 158	$ 72	$ 100	$ 66	$ 78	$ 100
5905	Finance Cost Transfer	299	177	200	200	235	200
5909	General Govt Transfer	199	200	200	151	178	200
5913	Public Safety Transfer	8,500	15,200	15,200	11,400	13,412	15,200
	Total Interfund Transfers	9,156	15,649	15,700	11,817	13,903	15,700
	TOTAL FUND EXPENDITURES	$ 9,156	$ 15,649	$ 15,700	$ 11,817	$ 13,903	$ 15,700

City of Live Oak
Fund 26
Dept 2600 - Street Lighting CFD 2004-1 Mello Roos

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4715	Street Light Assessment	$ 15,963	$ 17,426	$ 18,400	$ 9,973	$ 18,400	$ 18,400
4169	Interest Earnings	11	-	-	-	-	-
	TOTAL FUND REVENUES	$ 15,974	$ 17,426	$ 18,400	$ 9,973	$ 18,400	$ 18,400
	EXPENDITURES						
5339	Utilities	$ 30,795	$ 25,655	$ 26,000	$ 21,454	$ 27,300	$ 26,000
	Total Services and Supplies	30,795	25,655	26,000	21,454	27,300	26,000
5903	Legal Cost Transfer	241	214	300	192	226	300
5905	Finance Cost Transfer	500	529	600	601	707	600
5909	General Govt Transfer	300	601	600	448	527	600
	Total Interfund Transfers	1,041	1,344	1,500	1,241	1,460	1,500
	TOTAL FUND EXPENDITURES	$ 31,836	$ 26,999	$ 27,500	$ 22,695	$ 28,760	$ 27,500

City of Live Oak
Fund 27
Dept 2700-Parks/Rec / Pool CFD 2004-1 Mello Roos

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4717	Parks/Rec/Pool Assessment	$ 121,318	$ 131,298	$ 140,400	$ 76,938	$ 140,400	$ 140,400
4169	Interest Earnings	39	580	100	21	100	100
	TOTAL FUND REVENUES	$ 121,357	$ 131,878	$ 140,500	$ 76,959	$ 140,500	$ 140,500
	EXPENDITURES						
5339	Utilities	$ 12,740	$ 1,381	$ 1,400	$ 980	$ 1,027	$ 1,400
5353	Special Dept Expense	6,800	-	5,000	-	-	5,000
5341	Professional Services	7,249	6,520	7,000	5,320	5,671	7,000
	Total Services and Supplies	26,789	7,901	13,400	6,300	6,698	13,400
5903	Legal Cost Transfer	1,280	793	800	514	605	800
5905	Finance Cost Transfer	2,404	1,764	1,800	1,800	2,118	1,800
5909	General Govt Transfer	1,704	2,101	2,100	1,564	1,840	2,100
5911	Parks/Rec/Pool Transfer	103,500	98,600	98,600	73,950	87,000	101,600
	Total Interfund Transfers	108,888	103,258	103,300	77,828	91,563	106,300
	TOTAL FUND EXPENDITURES	$ 135,677	$ 111,159	$ 116,700	$ 84,128	$ 98,261	$ 119,700

City of Live Oak
Fund 28
Dept 2800-Storm Drainage CFD 2004-1 Mello Roos

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4719	Storm Drainage Assessment	$ 15,963	$ 17,276	$ 18,400	$ 10,123	$ 18,400	$ 18,400
4169	Interest Earnings	2,085	1,943	1,000	403	475	300
	TOTAL FUND REVENUES	$ 18,048	$ 19,219	$ 19,400	$ 10,526	$ 18,875	$ 18,700
	EXPENDITURES						
5311	Repair & Maintenance	$ 3,540	$ 1,354	$ 1,500	$ 354	$ 416	$ 2,000
5337	Licenses & Permits	461	461	600	461	542	600
5339	Utilities	1,525	1,193	1,200	1,934	2,200	1,200
5341	Professional Services	-	675	5,000	700	824	700
	Total Services and Supplies	5,526	3,683	8,300	3,449	3,982	4,500
5705	Capital Projects	-	-	109,000	-	-	110,000
	Total Capital Outlay	-	-	109,000	-	-	110,000
5903	Legal Cost Transfer	321	74	100	66	78	100
5905	Finance Cost Transfer	601	89	100	101	119	100
5909	General Govt Transfer	404	101	100	75	88	100
	Total Interfund Transfers	1,326	264	300	242	285	300
	TOTAL FUND EXPENDITURES	$ 6,852	$ 3,947	$ 117,600	$ 3,691	$ 4,267	$ 114,800

City of Live Oak
Fund 30
Dept 3000 - Parks & Recreation - Parks AB1600

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4705	Impact Fees	$ -	$ 112,353	$ 106,000	$ 187,473	$ 210,967	$ 217,296
4169	Interest Earnings	771	1,860	-	782	900	-
	TOTAL FUND REVENUES	$ 771	$ 114,213	$ 106,000	$ 188,255	$ 211,867	$ 217,296
	EXPENDITURES						
5703	Vehicles & Equipment	$ -	$ -	$ 29,000	$ 27,252	$ 29,000	$ -
5705	Capital Projects	-	-	31,000	-	-	330,000
	Total Capital Outlay	-	-	60,000	27,252	29,000	330,000
	TOTAL FUND EXPENDITURES	$ -	$ -	$ 60,000	$ 27,252	$ 29,000	$ 330,000

5705 Cash available for projects
AB1600 Impact fees can only be used for new or expanded facilities & equipment

City of Live Oak
Fund 31
Dept 3100-Community Center AB1600

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4705	Impact Fees	$ 3,219	$ 27,636	$ 28,056	$ 46,092	$ 51,868	$ 53,424
4169	Interest Earnings	469	3,477	1,500	772	900	500
	TOTAL FUND REVENUES	$ 3,688	$ 31,113	$ 29,556	$ 46,864	$ 52,768	$ 53,924
	EXPENDITURES						
5705	Capital Projects	$ -	$ -	$ 235,000	$ -	$ -	$ 280,000
	$35K trash enclosure community building						
	Total Capital Outlay	-	-	235,000	-	-	280,000
	TOTAL FUND EXPENDITURES	$ -	$ -	$ 235,000	$ -	$ -	$ 280,000

5705 Cash available for projects
AB1600 Impact fees can only be used for new or expanded facilities

City of Live Oak
Fund 32
Dept 3200-Gov't Services - Public Works AB1600

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4705	Impact Fees	$ -	$ 20,475	$ 20,700	$ 34,155	$ 38,435	$ 39,588
4169	Interest Earnings	199	390	200	152	200	150
	TOTAL FUND REVENUES	$ 199	$ 20,865	$ 20,900	$ 34,307	$ 38,635	$ 39,738
	EXPENDITURES						
5705	Capital Projects	$ -	$ -	$ 31,000	$ -	$ -	$ 60,000
	Total Capital Outlay	-	-	31,000	-	-	60,000
	TOTAL FUND EXPENDITURES	$ -	$ -	$ 31,000	$ -	$ -	$ 60,000

5705 Cash available for projects
AB1600 Impact fees can only be used for new or expanded facilities

City of Live Oak
Fund 33
Dept 3300 - Gov't Services - General Gov't AB1600

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4705	Impact Fees	$ -	$ 35,847	$ 36,400	$ 59,823	$ 67,320	$ 69,300
4169	Interest Earnings	5,901	5,468	2,500	1,184	1,300	1,000
	TOTAL FUND REVENUES	$ 5,901	$ 41,315	$ 38,900	$ 61,007	$ 68,620	$ 70,300
	EXPENDITURES						
5341	Professional Services	$ -	$ 946	$ 5,000	$ 1,711	$ 2,950	$ 5,000
	Total Services and Supplies	-	946	5,000	1,711	2,950	5,000
5705	Capital Projects	-	-	360,000	-	-	420,000
	$35K trash enclosure City Hall						
	Total Capital Outlay	-	-	360,000	-	-	420,000
	TOTAL FUND EXPENDITURES	$ -	$ 946	$ 365,000	$ 1,711	$ 2,950	$ 425,000

5705 Cash available for projects
AB1600 Impact fees can only be used for new or expanded facilities

City of Live Oak
Fund 34
Department 3400 - Public Safety - Police AB1600

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4705	Impact Fees	$ -	$ 19,623	$ 19,900	$ 32,775	$ 36,882	$ 38,000
4169	Interest Earnings	2,723	2,557	1,000	565	650	500
	TOTAL FUND REVENUES	$ 2,723	$ 22,180	$ 20,900	$ 33,340	$ 37,532	$ 38,500
	EXPENDITURES						
5705	Capital Projects	$ -	$ -	$ 172,000	$ -	$ -	$ 200,000
	Total Capital Outlay	-	-	172,000	-	-	200,000
	TOTAL FUND EXPENDITURES	$ -	$ -	$ 172,000	$ -	$ -	$ 200,000

5705 Cash available for projects
AB1600 Impact fees can only be used for new or expanded facilities

City of Live Oak
Fund 35
Dept 3500 - Public Safety - Fire AB1600

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4705	Impact Fees	$ -	$ 54,351	$ 55,230	$ 90,735	$ 102,100	$ 105,160
4767	Miscellaneous Income	-	1,442	-	-	-	-
4169	Interest Earnings	1,489	2,091	1,500	594	650	500
	TOTAL FUND REVENUES	$ 1,489	$ 57,884	$ 56,730	$ 91,329	$ 102,750	$ 105,660
	EXPENDITURES						
5705	Capital Projects	$ -	$ 10,000	$ 148,000	$ -	$ -	$ 230,000
	Total Capital Outlay	-	10,000	148,000	-	-	230,000
	TOTAL FUND EXPENDITURES	$ -	$ 10,000	$ 148,000	$ -	$ -	$ 230,000

5705 Cash available for projects
AB1600 Impact fees can only be used for new or expanded facilities

City of Live Oak
Fund 36
Dept 3600 Roads/Signals AB1600

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4705	Impact Fees	$ -	$ 105,930	$ 98,500	$ 161,874	$ 182,060	$ 187,500
4169	Interest Earnings	3,333	1,986	800	735	800	600
	TOTAL FUND REVENUES	$ 3,333	$ 107,916	$ 99,300	$ 162,609	$ 182,860	$ 188,100
	EXPENDITURES						
5341	Professional Services	$ -	$ -	$ 5,000	$ -	$ -	$ 5,000
5705	Capital Projects	-	-	107,000	21,073	24,790	290,000
	Cola St / HWY 99 Signal						
	Total Capital Outlay	-	-	112,000	21,073	24,790	295,000
	TOTAL FUND EXPENDITURES	$ -	$ -	$ 112,000	$ 21,073	$ 24,790	$ 295,000

5705 Cash available for projects
AB1600 Impact fees can only be used for new or expanded facilities

City of Live Oak
Fund 39
Department 3900 - Flood Control AB1600

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4169	Interest Earnings	$ 37	$ 32	$ -	$ 6	$ 10	$ -
	TOTAL FUND REVENUES	$ 37	$ 32	$ -	$ 6	$ 10	$ -
	EXPENDITURES						
5705	Capital Projects	$ -	$ -	$ 2,043	$ -	$ -	$ 2,000
	Total Capital Outlay	-	-	2,043	-	-	2,000
	TOTAL FUND EXPENDITURES	$ -	$ -	$ 2,043	$ -	$ -	$ 2,000

5705 Cash available for projects
AB1600 Impact fees can only be used for new or expanded facilities

City of Live Oak
Fund 50
Department 5000 - Water Connection Fees

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4403	Connection Fees	$ 109,333	$ 121,653	$ 243,300	$ 399,717	$ 449,800	$ 463,294
4169	Interest Earnings	6,296	7,137	2,000	2,275	2,500	2,575
	TOTAL FUND REVENUES	$ 115,629	$ 128,790	$ 245,300	$ 401,992	$ 452,300	$ 465,869
	EXPENDITURES						
5705	Capital Projects	$ -	$ -	$ 449,000	$ -	$ -	$ 449,000
	Total Capital Outlay	-	-	449,000	-	-	449,000
	TOTAL FUND EXPENDITURES	$ -	$ -	$ 449,000	$ -	$ -	$ 449,000
5705	Cash available for projects						

City of Live Oak
Fund 51
Department 5100 - Sewer Connection Fees

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4403	Connection Fees	$ 89,628	$ 144,228	$ 288,456	$ 473,892	$ 533,280	$ 549,000
4169	Interest Earnings	1,519	2,789	1,000	1,605	1,700	1,000
	TOTAL FUND REVENUES	$ 91,147	$ 147,017	$ 289,456	$ 475,497	$ 534,980	$ 550,000
	EXPENDITURES						
5705	Capital Projects	$ -	$ -	$ 610,000	$ -	$ -	$ 692,000
	$115,000 replace electric motor equipment at treatment plant						
	$175,000 Hwy 99 sewer portion						
	$120,000 UV repairs						
	$200,000 E St Lift Station						
	$82,000 motor control panel						
	Total Capital Outlay	-	-	610,000	-	-	692,000
	TOTAL FUND EXPENPENDITURES	$ -	$ -	$ 610,000	$ -	$ -	$ 692,000
5705	Cash available for projects						

City of Live Oak
Fund 52
Dept 5200 - Storm Drain Connection Fees

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4403	Connection Fees	$ 29,702	$ 62,916	$ 125,832	$ 206,724	$ 232,631	$ 239,610
4167	Miscellaneous Income	-	1,995	-	-	-	-
4169	Interest Earnings	1,094	188	1,000	469	500	500
	TOTAL FUND REVENUES	$ 30,796	$ 65,099	$ 126,832	$ 207,193	$ 233,131	$ 240,110
	EXPENDITURES						
5901	Repay DIF loan to Fund 31	$ -	$ -	$ 131,000	$ -	$ 131,000	$ -
5705	Capital Projects	121,339	-	-	-	-	100,000
	Total Capital Outlay	121,339	-	131,000	-	131,000	100,000
	TOTAL FUND EXPENDITURES	$ 121,339	$ -	$ 131,000	$ -	$ 131,000	$ 100,000
5705	Cash available for projects						

City of Live Oak
Fund 67
Department 6700 - CDBG
Water Main and Pennington Road

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 4-21-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4601	CDBG Grant Proceeds	$ -	$ -	$ 4,800,000	$ -	$ -	$ 4,800,000
4602	Program Income	1,425	-	-	-	-	-
	TOTAL FUND REVENUES	$ 1,425	$ -	$ 4,800,000	$ -	$ -	$ 4,800,000
	EXPENDITURES						
6018	Transfers Fund 05 Skate Park	$ 27,368	$ -	$ -	$ -	$ -	$ -
6024	Well #8 and Water Storage	-	-	4,800,000	-	-	4,800,000
	TOTAL FUND EXPENDITURES	$ 27,368	$ -	$ 4,800,000	$ -	$ -	$ 4,800,000

City of Live Oak
Fund 90
Dept 9000 - CDBG Housing Rehab Program Income

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4901	89-STBG-351 Program Income	$ -	$ -	$ -	$ 5,000	$ 5,882	$ 6,000
4902	91-STBG-531 Program Income	-	10,000	-		-	-
4903	94-STBG-804 Program Income	22,059	22,122	90,000		-	50,000
4906	99-STBG-1371 Program Income	858	859	-	26,532	31,100	30,000
4951	98-EDBG-609 Program Income	9,404	4,672	-	3,527	3,700	3,500
4169	Interest Earnings	1,396	1,573	500	40	50	500
	TOTAL FUND REVENUES	$ 33,717	$ 39,226	$ 90,500	$ 35,099	$ 40,732	$ 90,000
	EXPENDITURES						
6001	General Administration	$ 16,896	$ 19,025	$ 5,000	$ 981	$ 1,154	$ 3,000
6003	Activity Delivery	-	92,124	85,500	-	-	85,000
	TOTAL FUND EXPENDITURES	$ 16,896	$ 111,149	$ 90,500	$ 981	$ 1,154	$ 88,000

City of Live Oak
Fund 92
Department 9200 - HOME Program Income

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
4972	97-HOME Program Income	$ 5,380	$ -	$ -	$ 1,972	$ 2,202	$ 2,200
4975	06-HOME-Program Income	-	-	90,000	-	-	90,000
4979	HOME-9274 Program Income	-	400	-	-	-	-
4169	Interest Earnings	-	13,894	3,500	(3,814)	(4,000)	1,000
	TOTAL FUND REVENUES	$ 5,380	$ 14,294	$ 93,500	$ (1,842)	$ (1,798)	$ 93,200
	EXPENDITURES						
6001	General Administration	$ 10,496	$ 9,942	$ 10,000	$ 2,756	$ 3,242	$ 10,000
6003	Activity Delivery	-	1,491	-	16,509	19,400	-
6010	Eligible Housing Activities	-	214,665	83,500	-	-	80,000
	TOTAL FUND EXPENDITURES	$ 10,496	$ 226,098	$ 93,500	$ 19,265	$ 22,642	$ 90,000

6010 For City designated housing activities

City of Live Oak
Fund COVID
Department COVID - Cares Act Funding

Acct #	Description	Actual FY 2018-19	Actual FY 2019-20	Adopted Budget FY 2020-21	Actuals Thru 5-13-21 FY 2020-21	Projected FY 2020-21	Proposed Budget FY 2021-22
	REVENUES						
XXXX	COVID Funding	$ -	$ -	$ -	$ -	$ 113,000	$ -
	TOTAL FUND REVENUES	$ -	$ -	$ -	$ -	$ 113,000	$ -
	EXPENDITURES						
XXXX	General Administration	$ -	$ -	$ -	$ -	$ 113,000	$ -
	TOTAL FUND EXPENDITURES	$ -	$ -	$ -	$ -	$ 113,000	$ -

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date:	June 2, 2021
Title:	Discussion and Possible Action to Appoint an Acting Mayor
Contact Information:	(Aaron Palmer, City Manager)
Location:	City Wide
Background:	With the recent resignation of Mayor Luis Hernandez, from the City Council, it is necessary for the City Council to appoint an Acting Mayor. An Acting Mayor will allow for City Council meetings to have a chairperson to run these meetings while the Council determines how to fill the recently vacated Council seat.
Fiscal Impacts:	None
Recommendation:	Discussion and possible action to appoint an Acting Mayor.

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date:	June 2, 2021
Title:	Discussion, Direction, and Possible Action Regarding Filling Mayor Hernandez's Vacated Council Seat
Contact Information:	(Nicole Rosser, City Attorney)
Location:	City Wide
Background:	With the recent resignation of Mayor Luis Hernandez, from the City Council, it is necessary for the City Council to determine a method to fill his open Council seat. The City Attorney will give the City Council all of their options as how to fill the vacant City Council seat. The City Attorney will also let the Council know of any and all statutory requirements regarding time frames in filling an open Council seat.
Fiscal Impacts:	None if the City Council chooses to fill the Council seat by appointment. If the Council chooses to have a special election to fill the open Council seat, there will be a cost. Staff is estimating that a special election will cost the City approximately $25,000. Staff is waiting for an answer for the Sutter County Clerk's Office on an exact number.
Recommendation:	Discussion, direction, and possible action regarding filling Mayor Hernandez's vacated Council seat.